

AUG - 7 2018

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Borough of Lincoln Park COUNTY: Morris

RECIPIENT: Borough of Ringwood COUNTY: Passaic

**BRIEF DESCRIPTION OF SERVICE:**

The Borough of Lincoln Park will provide full-time health officer services to the Borough of Ringwood.

EFFECTIVE DATE: 8/1/18

EXPIRATION DATE: 7/31/20

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

THIS AGREEMENT entered into this 6 day of July, 2018, by and between

THE BOROUGH OF RINGWOOD, a Municipal Corporation of the State of New Jersey, with offices located at 60 Margaret King Avenue, Ringwood, New Jersey 07456

- and -

THE BOROUGH OF LINCOLN PARK, a municipal corporation of the State of New Jersey, with offices located at 34 Chapel Hill Road, Lincoln Park, New Jersey 07035

WITNESSETH:

WHEREAS, the Borough of Ringwood (Recipient) and the Borough of Lincoln Park (Provider) are responsible by law for the protection of public health and for the provision of certain health services and wish to provide such services for their residents; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., the *Uniform Shared Services and Consolidation Act* authorizes any local unit to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Borough of Ringwood and the Borough of Lincoln Park are desirous to contract for the furnishing of public health services of a technical and professional nature.

NOW, THEREFORE, pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 26:3A2-1 et seq.*, this agreement shall be for the purpose of ensuring certain limited core Public Health Services in accordance with *N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey, it is AGREED as follows:

1. **Public Health Officer Designation:** The Borough of Lincoln Park's Public Health Officer shall be designated as Public Health Officer and Chief Executive Officer for all health services of the Borough of Ringwood.
2. **Scope of Services for the Lincoln Park Health Officer to provide for the Borough of Ringwood :**
  1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
  2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
  3. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the

standards set forth at *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.

4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth in *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*, within the Recipient municipality.
6. The Health Officer shall lead the investigation of and public health response to all emergencies, disasters and/or hazardous situations within the Recipient's municipality.
7. The Provider and its Health Officer shall respond to emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others, as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth in *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*, and *Licensure of Persons for Public Health Positions, N.J.A.C. 8:7*.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer shall attend regular and special meetings of the Recipient's Board of Health.
15. The Health Officer shall provide the Recipient and its Board of Health with monthly performance and activity reports.
16. The Health Officer shall provide the Recipient and its Board of Health with an annual report after the close of the calendar year.

3. **Scope of Services to be Provided by the Borough of Ringwood:**

1. The Public Health Nurse shall be an employee of the Borough of Ringwood and provide all public health nursing services as required by *N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
2. The Registered Environmental Health Specialist shall be an employee of the Borough of Ringwood and provide all environmental health services as required by *N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
3. Health education services, as required by *N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*, shall be provided

by a Certified Health Education Specialist, employed either by the Borough of Ringwood or through an agreement with another provider.

4. **Cost of Services:** Both parties understand that they have reached a negotiated contract price at the annual rate of Sixty Thousand Dollars (\$60,000.00). There shall be an annual increase to the contract amount based upon the percentage increase in the CPI-U, New York-Newark-Jersey City over the previous 12 months.

The Borough of Lincoln Park shall submit quarterly invoices to the Borough of Ringwood.

5. **Liability, Workers Compensation and Automobile Insurance:** The Borough of Lincoln Park Health Officer will be covered by a liability and workers compensation insurance policy paid for by the Borough of Lincoln Park, even when performing services in the Borough of Ringwood pursuant to the terms of this Agreement. The Borough of Lincoln Park will be responsible for the provision of automobile insurance for its Public Health Officer, which insurance shall provide coverage whenever the Health Officer is providing services to the Borough of Ringwood pursuant to the provisions of this Agreement. Further, the Borough of Lincoln Park shall act as the primary employer for the Public Health Officer.

6. **Duration of Agreement:** The Shared Service shall formally commence immediately upon the adoption of the appropriate resolution of each municipality and the execution of this agreement and shall continue for a period of two years.

The terms of this Agreement shall be automatically extended for successive two (2) year periods unless renegotiated or terminated by either party.

7. **Termination:** In accordance with the provisions set forth at N.J.S.A. 26:3A2-12, either party may terminate this Agreement by participation of not less than two (2) years, by providing ninety (90) days advance written notification declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be via first class United States Postal Service certified and return receipt mail.

8. **Effective Date:** This Agreement shall take effect upon adoption of appropriate resolutions by the parties and execution of the agreement by both parties.


9. **Copy:**

1. A copy of this signed Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.

2. Pursuant to the provisions set forth at N.J.S.A. 40A:65-4(b) a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, NJ 08625-0803.


IN WITNESS WHEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Attest:

By   
Kelley Halewicz, Borough Clerk  
Scott Heck, C.P.W.M.  
Acting Municipal Clerk

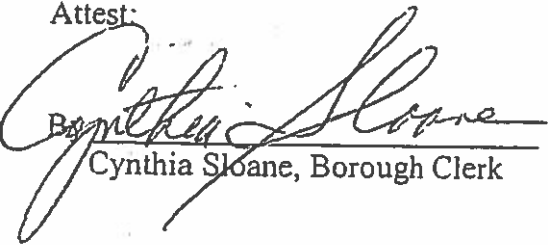
7/6/2018  
DATE

THE BOROUGH OF RINGWOOD

By   
John M. Speer, Mayor


7/6/2018  
DATE

Attest:

By   
Cynthia Sloane, Borough Clerk

7-2-18  
DATE

BOROUGH OF LINCOLN PARK

By   
Dr. David A. Runfeldt, Mayor

7/2/18  
DATE

RESOLUTION NO. 18-140

RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL/SHARED SERVICES CONTRACT WITH  
THE BOROUGH OF RINGWOOD FOR LOCAL PUBLIC HEALTH SERVICES

**WHEREAS**, the State of New Jersey requires each municipality to maintain a health department;  
and

**WHEREAS**, the Borough of Ringwood (Recipient) and the Borough of Lincoln Park (Provider) are responsible by law for the protection of public health and for the provision of certain health services and wish to provide such services for their residents; and

**WHEREAS**, the Borough of Ringwood does not employ a licensed Public Health Officer; and

**WHEREAS**, the Borough of Ringwood and the Borough of Lincoln Park are desirous to contract for the furnishing of public health services of a technical and professional nature; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et. seq., the *Uniform Shared Services and Consolidation Act* authorizes any local unit to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

**WHEREAS**, the Borough of Ringwood has offered to compensate the Borough of Lincoln Park in connection with the agreement; and

**WHEREAS**, it is in the best interest of the Borough of Ringwood and the Borough of Lincoln Park to enter into the agreement; and

**NOW, THEREFORE BE IT RESOLVED**, by the Governing Body of the Borough of Lincoln Park, County of Morris, State of New Jersey, as follows:

1. The Mayor and Borough Clerk and/or any other applicable individual be and are hereby authorized and directed to execute a shared services agreement with the Borough of Ringwood for the purpose of furnishing the services of a licensed Public Health Officer pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 26:3A2-1 et seq.* and the provisions of the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq.*. This agreement shall be for the purpose of ensuring certain limited core Public Health Services in accordance with *N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey
2. The initial term of the contract shall be for a period of two years.
3. A negotiated contract price at of Sixty Thousand Dollars (\$60,000.00) annually shall be paid to the Borough of Lincoln Park in quarterly payments.
4. There shall be an annual increase to the contract amount based upon the percentage increase in the CPI-U, New York-Newark-Jersey City over the previous 12 months.

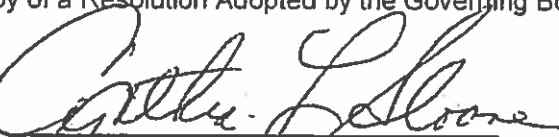
5. A copy of said Agreement shall be maintained on file in the office of the Borough Clerk and may be viewed during normal business hours; and,
6. A copy of the fully executed Agreement shall be forwarded to the Morris County Joint Insurance Fund, the New Jersey Department of Health, Office of Local Public Health, and the New Jersey Department of Community Affairs, Division of Local Government Services

  
\_\_\_\_\_  
Louis J. Pepe Council President

ATTEST

  
\_\_\_\_\_  
Cynthia L. Sloane, R.M.C., C.M.R.

I, Cynthia L. Sloane, RMC, CMR Municipal Clerk of the Borough of Lincoln Park, County of Morris, do hereby Certify the foregoing to be a true and correct copy of a Resolution Adopted by the Governing Body at the June 18, 2018 Council Meeting.

  
\_\_\_\_\_  
Cynthia L. Sloane, R.M.C., C.M.R.  
Municipal Clerk,  
BOROUGH OF LINCOLN PARK

Cc: Fabiana Mello  
Donna Bridge  
Kathy Skrobala  
Ringwood Borough  
File copy

WHEREAS, the Uniform Shared Service Act, N.J.S.A. 40A:65-1 et seq., promotes the broad use of shared services as a method to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services Act allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough of Ringwood is in need of the services of a Public Health Officer; and


WHEREAS, the Borough of Lincoln Park has a Public Health Officer who is able and willing to serve in such capacity for the Borough of Ringwood pursuant to a Shared Service Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Borough of Ringwood that it does hereby authorize the execution of a Shared Services Agreement for Public Health Officer services with the Borough of Lincoln Park substantially in the form of an agreement currently on file in the office of the Municipal Clerk; and

BE IT FURTHER RESOLVED, that the Shared Services Agreement shall be available for public inspection; and

BE IT FURTHER RESOLVED, that the Shared Services Agreement is intended to be effective as of July 6, 2018 and upon the adoption of a resolution of the Borough of Lincoln Park; and

BE IT FURTHER RESOLVED, that the appropriate municipal officials are hereby authorized to sign the Shared Services Agreement upon legal review.

  
\_\_\_\_\_  
JOHN M. SPEER, MAYOR

I hereby certify that the above Resolution was adopted by the Municipal Council of the Borough of Ringwood at its Business Meeting of June 19, 2018.

  
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SCOTT HECK, C.P.W.M.  
ACTING MUNICIPAL CLERK