

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of West Caldwell COUNTY: Essex

RECIPIENT: Township of North Caldwell COUNTY: Essex

BRIEF DESCRIPTION OF SERVICE:

West Caldwell provides health services to North Caldwell.

EFFECTIVE DATE: January 1, 2015

EXPIRATION DATE: December 31, 2017

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

Please submit this cover sheet with shared service agreement either via email to EKG@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.

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 4th day of April, 2015 by and between the Township of West Caldwell, a Municipal Corporation, in the County of Essex and State of New Jersey, located at 30 Clinton Road, West Caldwell, New Jersey (hereafter known as "West Caldwell" or the "Provider"), and the Borough of North Caldwell, a Municipal Corporation, in the County of Essex and State of New Jersey, located at 141 Gould Avenue, North Caldwell, New Jersey (hereafter known as "North Caldwell" or "Recipient").

WITNESSETH:

WHEREAS, the West Caldwell Board of Health meets and exceeds the requirements set forth in the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" (hereafter "Practice Standards of Performance"), and all requirements set forth in "Public Health Practice Standards of Performance for Local Boards of Health, N.J.A.C. 8:52-1 et seq., Programmatic Guidelines for Best Practices" (hereafter "Best Practices"), as promulgated by the State of New Jersey Department of Health (hereafter "State Health Department"), in accordance with N.J.A.C. 8:52, as revised by the Public Health Council of the New Jersey State Department of Health; and,

WHEREAS, North Caldwell desires to utilize, and West Caldwell is capable of providing, a program of health services to North Caldwell in accordance with said Practice Standards of Performance and Best Practices through a Shared Services Agreement; and,

WHEREAS, North Caldwell further desires to designate the Health Officer of West Caldwell (the "Health Officer") as the Health Officer of North Caldwell for purposes of the provision of various health services and to assure compliance with said Practice Standards of Performance and Best Practices; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. permits a 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; and

WHEREAS, West Caldwell and North Caldwell have authorized and approved this Agreement by resolution duly adopted pursuant to N.J.S.A. 40A:65-5 of the Uniform Shared Services and Consolidation Act.

NOW, THEREFORE, in consideration of the execution of this Agreement and the mutual promises, duties, undertakings, obligations, requirements and performances set forth in this Agreement, and the payments provided for herein, West Caldwell and North Caldwell mutually agree:

1. This Agreement is entered into under the authorization to enter into Shared Services Agreements granted to municipalities pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.
2. The foregoing recitals are incorporated herein by reference and made a part hereof as if set forth at length herein.
3. The West Caldwell Health Officer shall be designated to simultaneously serve as the Health Officer of North Caldwell in conformance with the Local Health Services Act, N.J.S.A. 26:3A2-1 et seq., and shall direct a program of health services as required by the Practice Standards of Performance and Best Practices and as set forth in Paragraph 14 of this Agreement.
3. North Caldwell agrees that the Health Officer shall be the legally designated Health Officer by resolution of the North Caldwell Board of Health and as such shall be empowered to enforce applicable statutes, regulations and local ordinances.
4. The Health Officer shall direct all public health personnel and public health service contracts of both North Caldwell and West Caldwell. All present and future employees of North Caldwell, relevant to the responsibilities of the Board of Health, shall be under

the administrative direction of the Health Officer and shall follow his instructions with regard to the successful performance of the activities detailed herein.

5. North Caldwell shall maintain, at its own expense, a full time employee who shall receive all phone calls and act as Registrar of Vital Statistics. He/she shall be physically present in the North Caldwell Municipal Building to confer with the public as necessary or required for the day-to-day operation of the office.
6. West Caldwell shall, employ and/or contract for such other clerical, technical or other positions it deems necessary to provide health services to North Caldwell in accordance with the Practice Standards of Performance and Best Practices.
7. If the State requirements change during the term of this Agreement and thereby require the provision of any additional services not previously rendered or if the scope of services provided to North Caldwell is required to significantly increase, West Caldwell shall not be responsible for providing said additional services except through amendment of this Agreement as provided herein.
8. The Health Officer or his designee shall attend regular and special meetings of the Recipient's Board of Health limited to fifteen (15) per year at no additional cost, thereafter \$150.00 per meeting.
9. North Caldwell shall reimburse West Caldwell for all overtime costs, at West Caldwell's current overtime pay rate, incurred resulting from the performance of this Agreement or for services outside the scope of this Agreement that are performed by West Caldwell at the specific request of the North Caldwell Board of Health, the governing body or persons authorized by North Caldwell to act on behalf of the North Caldwell Board of Health or governing Body.
10. The Health Officer shall provide the North Caldwell Board of Health with monthly performance and activity reports of all services rendered by the Health Officer and his staff under the terms of this Agreement.
11. Any change to the terms and conditions of this Agreement requiring West Caldwell to provide services that alter the workforce/man hours needed for any new ordinances or programs North Caldwell passes or creates shall be subject to additional compensation over and above the contract amount stated herein.
12. West Caldwell shall at all times be the primary employer of the Health Officer for salary, benefits, pension and other purposes. This Agreement shall in no way affect the employer-employee relationship that West Caldwell has with its current employees, nor with any employee that it might hire in the future.
13. The parties hereto shall be responsible for the salaries, benefits and pension of their respective employees.
14. West Caldwell shall provide health services to North Caldwell in accordance with the following schedule, which shall be deemed to meet the Practice Standards of Performance required by N.J.A.C. 8:52. Where outside agencies will be providing services, West Caldwell will, to the greatest extent possible, schedule such activities at locations convenient to residents of both North Caldwell and West Caldwell:

A. Administration Activities.

- (1) The Health Officer shall function as the Chief Administrative Officer, who shall ensure that all standards are met.
- (2) Approved health education services shall be provided by a credentialed individual employed by West Caldwell, or by a hospital or similar agency through a contract with West Caldwell.

- (3) Public health nursing services shall be provided by a credentialed individual employed by West Caldwell, or by a hospital or similar agency through a contract with West Caldwell.

B. Environmental Activities.

- (1) The Health Officer or his duly licensed designee shall inspect all retail food establishments and provide training as necessary to assure compliance with State mandates.
- (2) The Health Officer or his duly licensed designee shall inspect all public recreational bathing facilities to assure compliance with State mandates.
- (3) The Health Officer or his duly licensed designee shall investigate nuisances of a public health nature. Violators of statutes and ordinances will be served notices to abate and summonses will be issued to those who fail to comply within prescribed time frames.

C. Communicable Diseases Activities.

- (1) Communicable diseases shall be investigated by the Health Officer or his duly licensed designee. Information on said illnesses shall be reported to the proper authorities.
- (2) Immunizations from childhood illnesses will be provided free of charge to medically indigent individuals within North Caldwell. The presently approved site is Mountainside Family Practice, Verona, New Jersey.
- (3) The Health Officer or his duly licensed designee shall insure the provision of rabies vaccine and rabies certificate books to be used at North Caldwell's rabies clinics.
- (4) All tuberculosis cases shall be reported to the State Department of Health and Senior Services. Individuals who cannot afford to pay for treatment will be referred to the appropriate clinic of agency.
- (5) Sexually transmitted diseases shall be reported to the State Department of Health and Senior Services. Those who cannot afford to pay in accordance with State guidelines shall be referred to appropriate clinic or agency.
- (6) Immunizations for the prevention of influenza and pneumonia, per Practice Standards of Performance and Best Practices requirements, shall be provided to North Caldwell residents each year in accordance with State and federal guidelines.

D. Maternal and Child Health Activities.

- (1) Immunizations and examinations shall be provided at no cost to individuals meeting the financial guidelines established by the State Department of Health and Senior Services. These services are currently provided by Mountainside Family Practice, Verona, New Jersey.

E. Adult Health Activities.

- (1) Male and female cancer screenings shall be provided annually to North Caldwell residents at locations mutually convenient to residents of North Caldwell and West Caldwell.
- (2) Diabetes screenings shall be provided a minimum of once per year to North Caldwell residents at a locations mutually convenient to residents of North Caldwell and West Caldwell.

- (3) Hypertension screenings shall be provided to North Caldwell residents a minimum of 10 times per year at a location convenient to residents of North Caldwell.
- (4) Periodically, health screening and health education programs will be conducted and made available to North Caldwell adults, including but not limited to: cardiovascular screenings, breast exams, blood chemistry, vision and hearing screenings, skin cancer screenings, etc.
- (5) North Caldwell residents may participate in all health programs conducted in West Caldwell, with the exception of periodic screenings that may be exclusively offered to residents of either town.

16. The Board of Health Office will be open to the public at the West Caldwell Municipal Building weekdays (exclusive of holidays) from 9:00 A.M. to 4:30 P.M.

Records, exclusive of dog licenses and those of the Registrar of Vital Statistics, shall be kept in the West Caldwell and/or North Caldwell Municipal Building, at the discretion of the Health Officer, and shall be in his care and custody and be kept separate from other municipal records. Upon expiration or termination of this agreement, all relevant North Caldwell records will be retained by or returned to North Caldwell.

17. The Township of West Caldwell shall use its best efforts to apply for grant funds in support of the health services to be provided under this Agreement.

18. The following activities are specifically excluded from the scope of services to be provided by West Caldwell:

- A. Potable Water Testing (Public and Private);
- B. Animal licensing and animal control services;
- C. Administration of rabies clinic;
- D. Those activities required of the Registrar of Vital Statistics;
- E. Hazardous Materials response services;
- F. New Jersey Right-To-Know and PEOSHA compliance; and
- G. Licensing of food establishments.

19. North Caldwell shall designate one (1) representative of the North Caldwell Board of Health to act as liaison to the West Caldwell Board of Health. The North Caldwell representative shall meet with the West Caldwell Board of Health on a quarterly basis during regularly scheduled West Caldwell Board of Health meetings, for the purposes of considering, reviewing and making recommendations regarding the provisions of this Agreement. The parties agree that North Caldwell's representative shall not have any voting rights or any other official authority or power with regard to actions of the West Caldwell Board of Health.

20. During the term of this Agreement, North Caldwell shall contract, at its own cost and expense, with the Essex Regional Health Commission (or a similar agency) for Air Pollution enforcement services, and shall also engage the services of the Nutley HAZMAT unit (or a similar agency) for emergency response to the release of hazardous materials.

21. In consideration for the health services provided by West Caldwell to North Caldwell under the terms of this Agreement, North Caldwell agrees to pay to West Caldwell a service fee in each year of the Agreement as follows:

Calendar year 2015	\$23,291.00
Calendar year 2016	\$23,524.00

Calendar year 2017 \$23,800.00

22. North Caldwell hereby agrees to waive, release, hold harmless, defend and indemnify West Caldwell and its elected officials, employees, volunteers, servants and agents, agencies, departments, divisions, bureaus or offices, from and against any and all past, present and future actions, causes of action, claims, counterclaims, injunctive or declaratory relief, and any and all other liabilities of any kind or nature or description whatsoever, brought by any natural person or corporation, whether arising at law or in equity, whether known or unknown, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected relating to or arising out of West Caldwell's provision of services performed under the terms of this Agreement.

Nothing herein shall be construed to waive or otherwise relinquish any claim, defense, or immunity available to North Caldwell or West Caldwell pursuant to law, including but not limited to those claims, defenses and immunities set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. or N.J.S.A. 26:3-52.

23. The term of this Agreement shall be from January 1, 2012 to December 31, 2014, and may be extended for further terms of three (3) years upon resolution by the governing bodies of both West Caldwell and North Caldwell.
24. Either party to this Agreement may terminate this Agreement and withdraw from participation by providing written notice to the other party in the form of a certified copy of a resolution of the governing body setting forth the date of withdrawal at least six months prior to the proposed date of withdrawal in accordance with N.J.S.A. 26:3A-12.
25. West Caldwell's participation in this Agreement shall not bar West Caldwell from entering into an agreement to provide similar services to other municipalities in addition to those agreements in place prior to the effective date of this Agreement.
26. This Agreement shall be construed in accordance with and governed by the Laws of the State of New Jersey.
27. This Agreement shall not be amended, modified, changed or supplemented in any respect except by a subsequent resolution adopted by the governing bodies of both West Caldwell and North Caldwell.
28. Neither party may assign, delegate or otherwise transfer all or part of its rights under this Agreement.
29. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument and have identical legal effect.
30. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion of this Agreement is declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Agreement which shall continue in full force and effect as if this Agreement had been executed with the invalid portions hereof deleted. Furthermore, the entirety of this Agreement shall continue in full force and effect in all other jurisdictions.
31. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.
32. The parties agree to work cooperatively and in the spirit of good faith with each other. The parties further agree to meet with one another whenever necessary to promptly resolve any problems that occur regarding this Agreement.
33. Neither party shall be liable or responsible for events or occurrences which are beyond their reasonable control such as, but not limited to, acts of god, war, acts of terrorism,

labor or employment disputes, governmental restrictions or regulations, or unforeseen commercial delays, except as may be otherwise specified herein.

34. Service of any notice required or agreed to be given hereunder shall be sufficient if sent by certified mail, return receipt requested or nationally recognized overnight carrier addressed as follows:

To: The Township of West Caldwell
Board of Health
30 Clinton Road
West Caldwell, New Jersey 07006
ATTN: William Wallace, Health Officer

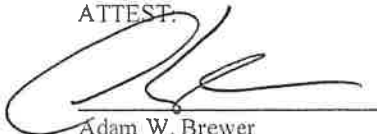
With a Copy To:
Paul G Jemas ESQ
38 Roseland Avenue
Roseland, NJ 07068

To: The Borough of North Caldwell
141 Gould Avenue
North Caldwell, New Jersey 07006
ATTN: Mel Levine, Borough Administrator

35. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

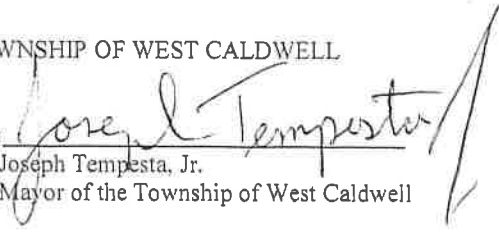
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective Mayors and Administrators and their corporate seals to be affixed the day and year first above written.

ATTEST:



Adam W. Brewer
Township Administrator

TOWNSHIP OF WEST CALDWELL

BY:

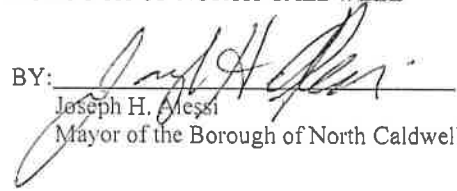

Joseph Tempesta, Jr.
Mayor of the Township of West Caldwell

ATTEST:


Mel Yee
Borough Administrator

BOROUGH OF NORTH CALDWELL

BY:


Joseph H. Mess
Mayor of the Borough of North Caldwell