

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of West Caldwell COUNTY: Essex

RECIPIENT: Township of Fairfield COUNTY: Essex

BRIEF DESCRIPTION OF SERVICE:

Township of West Caldwell provides Board of Health Services to Township of Fairfield.

EFFECTIVE DATE: January 1, 2016

EXPIRATION DATE: December 31, 2020

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 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.

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 14 day of Dec, 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"), and the Township of Fairfield, a Municipal Corporation, in the County of Essex and State of New Jersey, located at 230 Fairfield Road, Fairfield, New Jersey (hereafter known as "Fairfield").

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, Fairfield is desirous of utilizing, and West Caldwell is capable of providing, a program of health services to Fairfield in accordance with said Practice Standards of Performance and Best Practices through a Shared Services Agreement; and,

WHEREAS, Fairfield further desires to designate the Health Officer of West Caldwell as the Health Officer of Fairfield 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 Fairfield 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 Fairfield 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 West Caldwell Health Officer shall be designated to simultaneously serve as the Health Officer of Fairfield 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 7 of this Agreement.

3. Fairfield agrees that the West Caldwell Health Officer shall be the legally designated Health Officer and as such shall be empowered to enforce applicable statutes, regulations and local ordinances.
4. West Caldwell further shall, employ and/or contract for such other clerical, technical or other positions it deems necessary to provide health services to Fairfield in accordance with the Practice Standards of Performance and Best Practices.
5. 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 Fairfield 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.
6. West Caldwell shall at all times be the primary employer of the Health Officer for pension and other purpose. This Agreement shall in no way effect the employer employee relationship that West Caldwell has with its current employees, nor with any employee that it might hire in the future.
7. West Caldwell shall provide health services to Fairfield 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 Fairfield 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 service will be provided by a hospital or similar agency through a contract with West Caldwell, or by a credentialed individual employed by West Caldwell.
- (3) Public health nursing services will be provided by a hospital or similar agency through a contract with West Caldwell, or by a credentialed individual employed by West Caldwell.

B. Environmental Activities.

- (1) The Health Officer or his duly licensed designee shall inspect all public bathing places and food establishments to ensure compliance with State mandates.
- (2) Public health nuisances will be investigated. Violators will be served notices to abate and summonses will be issued to those who fail to comply.

C. Communicable Diseases Activities.

- (1) Communicable diseases shall be investigated by the Health Officer or his duly licensed designee. Information on said illnesses will be reported to the proper authorities.
- (2) Immunizations from childhood illnesses will be provided free of charge to medically indigent individuals. The presently approved site is Mountainside Family Practice, Verona, New Jersey.
- (3) Rabies and Zoonosis Control. The Health Officer will insure that rabies clinics are held annually, that animal bites are investigated, that animals are quarantined properly, and that pet shops and kennels are inspected.
- (4) Tuberculosis Control. All tuberculosis cases shall be reported to the State Health Department. Individuals who cannot afford to pay for treatment will be referred to the State Health Department clinic in Newark.
- (5) Sexually Transmitted Diseases shall be reported to the State Health Department. Those who cannot afford to pay in accordance with State Health Department guidelines shall be referred to appropriate clinics.

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 Health Department. Said services will be provided by Mountainside Family Practice, Verona, New Jersey, or similar agency.
- (2) Childhood Lead Screening. Said service will be provided at a local laboratory via a voucher system.

E. Adult Health Activities.

- (1) Cancer Services. (2)

Diabetes Services.

- (3) Cardiovascular Services.

These services shall be provided by the Health Educator in accordance with paragraph 3A(2) and at Health Screening clinics staffed by the Nurse in accordance with paragraph 3A(3).

- (4) Health Services for Older Adults. Periodically, Health Screening Clinics and Health Education Programs will be conducted that are created specifically for older adults.

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

The Health Officer or another Board of Health representative will be in attendance in Fairfield as often as necessary to deliver the full range of health services as set forth in this Agreement. Records, exclusive of dog licenses, which shall be kept in the Fairfield Municipal Building, shall be kept in either West Caldwell or Fairfield at the discretion of the Health Officer, and shall be in his/her care and custody, and kept separate from other municipal records.

9. 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. Any grant funds received will go directly to reducing the overall budget costs defined in Paragraph 13A.

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

- A. Potable Water Testing (Public and Private): Water testing of any Public Water supply is excluded, but the Health Officer will help coordinate and interpret the testing of private wells, including obtaining samples for delivery to a local DEP certified laboratory. Residents shall be responsible for paying all laboratory costs;
- B. Animal licensing and animal control services except that the Health Officer will monitor and coordinate the activity of the Animal Control officer contracted by Fairfield;
- C. Environmental Health and Hazardous Materials response services;
- D. New Jersey Right-To-Know and PEOSHA compliance.

11. Fairfield may designate up to two (2) representatives to act as liaisons to the West Caldwell Board of Health provided one such representative is a member of the Fairfield Town Council. The Fairfield representatives 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 Fairfield's representatives shall not have any voting rights or any other official authority or power with regard to actions of the West Caldwell Board of Health.

12. During the term of this Agreement, Fairfield 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.

13. A. In consideration for the health services provided by West Caldwell to Fairfield under the terms of this Agreement, Fairfield agrees to pay to West Caldwell a service fee in the amount of \$116,414.00 for services rendered in calendar year 2016. The service fee for all other years under this Agreement shall be as follows:

Calendar year 2017	\$118,742.00
Calendar year 2018	\$121,116.00
Calendar year 2019	\$123,538.00
Calendar year 2020	\$126,008.00

- B. In addition to the amounts agreed to in Paragraph 13A, Fairfield shall also pay to West Caldwell a sum equal to the actual billed costs of outside agencies contracted by West Caldwell to provide services to Fairfield, estimated at \$5,000 for 2016.
- C. Each annual payment shall be made to West Caldwell by Fairfield in three installments, with 25% of the contract cost due March 1, 50% on July 1 and 25% on November 1 of each respective calendar year.
- D. At all times during the term of this Agreement, Fairfield shall have complete access to all records necessary for it to audit the cost enumerated in paragraphs 13A, 13B and 13C
14. All fees for application and permits and fines associated with the delivery of health services to be provided under this Agreement shall be collected by West Caldwell. West Caldwell shall keep as revenue 50% of any such fees and fines collected. West Caldwell shall apply the remaining 50% of any such fees and fines collected as a credit against all monies due from Fairfield under the terms of paragraphs 13A, 13B and 13C in the next succeeding calendar year.
15. Fairfield 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 Fairfield 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.
16. The term of this Agreement shall be from January 1, 2011 to December 31, 2015, and may be extended for further terms of five (5) years upon resolution by the governing bodies of West Caldwell and Fairfield.
17. 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.

18. 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.
19. This Agreement shall be construed in accordance with and governed by the Laws of the State of New Jersey.
20. This Agreement cannot be amended, modified, changed or supplemented in any respect except by a subsequent resolution adopted by the governing bodies of both West Caldwell and Fairfield.
21. Neither party may assign, delegate or otherwise transfer all or part of its rights under this Agreement.
22. 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.
23. 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.
24. 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.
25. The parties agree to work cooperatively and in the spirit of good faith with each other. The parties agree to meet with one another whenever necessary to promptly resolve any problems that occur regarding this Agreement.
26. 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.
27. 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:

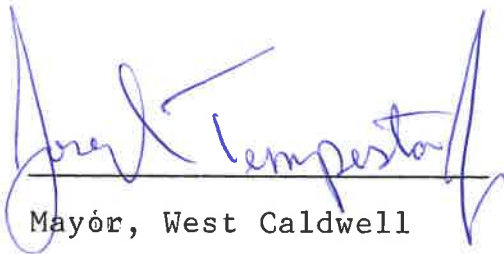
To: The Township of West Caldwell
Board of Health
30 Clinton Road
West Caldwell, New Jersey 07006
ATTN: William Wallace

With a Copy To:
Paul G. Jemas Esq.
9 Brookside Ave.
Caldwell, New Jersey

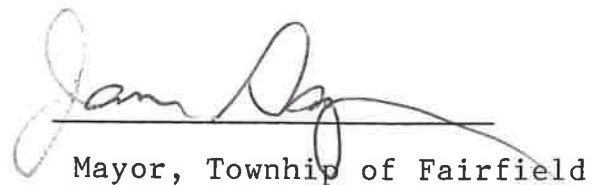
To: The Township of Fairfield
230 Fairfield Road
Fairfield, New Jersey 07004
ATTN:

28. This Agreement constitutes the entire agreement of the parties and supersedes all prior communication, 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.



Mayor, West Caldwell



Mayor, Township of Fairfield

January 18, 2016
Date

December 14, 2015
Date

seal

seal