

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: Town of Secaucus COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Health Officer Services

EFFECTIVE DATE: 11/01/2018

EXPIRATION DATE: 10/31/2019

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$20,000

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

**RESOLUTION AUTHORIZING EXECUTION
OF SHARED SERVICES AGREEMENT
TO PROVIDE HEALTH OFFICER
SERVICES TO SECAUCUS**

WHEREAS, the Town of Secaucus is in need of the services of a State Licensed Health Officer; and

WHEREAS, the Township of North Bergen currently employs, on a full time basis, a Health Officer licensed by the State of New Jersey; and

WHEREAS, the Town of Secaucus and the Township of North Bergen wish to enter into a Shared Services Agreement, a copy of which is on file in the Municipal Clerk's Office, whereby the services of a Health Officer may be provided by the Township of North Bergen pursuant to N.J.S.A. 26:3A2-1, et. seq. and N.J.S.A. 40:8A-1, et. seq. and applicable regulations contained in the New Jersey Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN, that the Township Administrator be and hereby is authorized and directed to execute said Agreement on behalf of the Township of North Bergen to provide Health Officer as described above to the Town of Secaucus in consideration of the sum of \$20,000 per year payable quarterly, in advance.

BE IT FURTHER RESOLVED that the Mayor, Township Administrator, Chief Financial Officer, Township Counsel, Township Clerk, Township Purchasing Agent, Township Health Officer, and any other necessary official, officer or employee of North Bergen be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

BE IT FURTHER RESOLVED, that any prior actions taken relative to this Resolution are hereby ratified and approved.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to:

1. Town of Secaucus
2. Christopher Pianese, Township Administrator
3. Department of Public Affairs
4. Department of Health

Date: **October 24, 2018**

	YES	NO	NOT VOTING
Cabrera			<i>Abstent</i>
Marenco	<i>✓</i>		
Gargiulo	<i>✓</i>		
Pascual	<i>✓</i>		
Sacco (President)			

I HEREBY CERTIFY the foregoing to be a True and Correct copy of Resolution passed and adopted by the Board of Commissioners of the Township of North Bergen in the County of Hudson, in the State of New Jersey, at a meeting held on the above date.

Chris Sacco
Township Clerk

Resolution No. 2018-354

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE TOWNSHIP OF NORTH BERGEN FOR HEALTH OFFICER SERVICES

WHEREAS, the State of New Jersey requires each municipality to maintain a Health Department; and

WHEREAS, the Town of Secaucus does not employ a licensed Health Officer; and

WHEREAS, the Town of Secaucus previously entered into a Shared Service Agreement with the City of Bayonne pursuant to Resolution 2016-235 to share the services of a Health Officer, however, the City of Bayonne no longer can supply a Health Officer, therefore, the Town is cancelling the Agreement; and

WHEREAS, the Township of North Bergen offered to enter into a Shared Services Agreement, subject to final approval by their governing body, to share the services of their Health Officer pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, the Qualified Purchasing Agent of the Town of Secaucus, has determined that the value of the Agreement will exceed \$17,500.00; and

WHEREAS, the Town of Secaucus has offered to compensate the Township of North Bergen for the services in connection with the Agreement; and

WHEREAS, it is in the best interest of the Township of North Bergen and the Town of Secaucus to enter into this Agreement for the period of November 1, 2018 to October 31, 2019, with automatic one (1) year renewal periods.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, that the Mayor, Town Administrator or their designee is authorized to cancel the Shared Service Agreement with the City of Bayonne and finalize agreement terms and execute a Shared Services Agreement with the Township of North Bergen for the services of the Health Officer and for compensation to the Township of North Bergen in the amount of Five Thousand Dollars and No Cents (\$5,000.00) per quarter (Twenty Thousand Dollars (\$20,000.00) per year); and

BE IT FURTHER RESOLVED that the Finance Director certifies that funds for these services are available under line item 01-2010-00-58072-079; and,

BE IT FURTHER RESOLVED that the Mayor, Town Administrator or their designee is hereby authorized to execute any other documents or take any necessary action to effectuate the spirit and intent of this Resolution.

Adopted: October 23, 2018

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of the resolution approved by the Mayor and

Council on 10-23-18
Michael Marra Mayor
Town Clerk

I, Nicholas Goldsack, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law N.J.S.A. 40A:4-1, in Account Number:

01 - 2010 - 00 - 58072 - 079
Amount \$ 22,000.00 Date 10/23/18

Signed: Nicholas Goldsack

Motion	Yes	No	Abstain	Absent
Second: <u>OT</u>				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Clancy	✓			
Councilman Dehnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

**SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE TOWNSHIP OF NORTH BERGEN
AND
THE TOWN OF SECAUCUS**

THIS AGREEMENT (the "Agreement") entered into by and between the Town of Secaucus ("SECAUCUS"), having offices at 1203 Paterson Plank Road, Secaucus, New Jersey 07094 and together with the Township of North Bergen ("NB"), having offices at 4233 Kennedy Boulevard, North Bergen, New Jersey 07047, (the "**Parties**").

W I T N E S S E T H

WHEREAS, the parties desire to contract for the furnishing of services of a technical and professional nature by NB to SECAUCUS, pursuant to N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth the parties agree as follows:

1. **Scope of Service.** The NB shall provide duly licensed personnel to carry out, within the territorial jurisdiction of SECAUCUS, the following activities:
 - a. In accordance with the Public Health Practice Standards of Performance for Local Boards of Health, N.J.A.C. 8:52, NB agrees to provide Health Officer and Environmental Public Health Services to SECAUCUS.
 - i. Health Officer services will include coordination and response to all public health concerns, including, but not limited to public health emergency preparedness planning/response activities.
 - ii. Communicable disease investigations of foodborne, airborne, waterborne and other suspected outbreaks as required by N.J.A.C. 8:52.
 - iii. Public health service terms will include emergency communication twenty-four (24) hours per day, seven (7) days per week.
 - b. SECAUCUS shall appoint the Health Officer of NB as its Health Officer. The Health Officer shall be the enforcement agent of SECAUCUS for its Rules and Regulations and the New Jersey Administrative Code (N.J.A.C.) as applicable.
 - c. The licensed Health Officer shall be an employee of NB and shall not be an employee of SECAUCUS.
2. **Compensation.** In consideration of the performance by NB of its agreement herein, SECAUCUS covenants and agrees to pay NB during the contract period, \$5,000.00 per calendar quarter, totaling \$20,000.00 per year.

a. Upon signing of this Agreement **SECAUCUS** shall pay **NB** \$3,333.33 in consideration for services to be rendered from the months of November and December, 2018.

3. **Termination.** Either party may withdraw from this contract upon sixty (60) days' notice by certified copy of resolution regarding a withdrawal transmitted to the other party.

4. **Indemnification.** **SECAUCUS** agrees to hold **NB** harmless from any and all obligations, liabilities, judgments, claims and demands which may arise out of this agreement and further agrees to save and hold harmless **NB** and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against **NB**. Nothing contained herein shall relieve **NB** from liability for negligence or other wrong doing of its agents, servants and/or employees.

5. **Term/Renewal/Extension.** The term of this Agreement shall be November 1, 2018 to October 31, 2019. The term of this Agreement shall be automatically extended for successive one (1) year periods unless renegotiated or terminated by either party.

a. Renegotiation: A new Agreement, inclusive of costs, must be presented to **SECAUCUS** not less than ninety (90) days prior to the contract expiration.

b. During the period of renegotiation, either party may terminate said Agreement by providing thirty (30) days advance written notification of its intention to terminate the Agreement and setting forth the proposed date of withdrawal.

c. If notice of termination is not received by the expiration of the contract, **NB** will continue to provide services under the Agreement and automatically extend the Agreement for (1) year or until sixty (60) days notice of termination is provided by either party.

6. **Insurance.** During the term of this Agreement, all Parties will keep in force, at its cost and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other party.

7. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation rather, the Parties agree:

a. the Contact Person for each involved Party shall attempt to resolve the dispute, if that is unsuccessful;

b. NB's Administrator and one Commissioner and SECAUCUS's Administrator and one Councilperson shall attempt to resolve the dispute, if that is unsuccessful;

c. the Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be binding and final.

8. **Authorization.** Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. **No Assignments.** This Agreement may not be assigned without the written consent of all other Parties.

11. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated herein and supersedes all prior agreements, understandings and/or dealings whether written or otherwise with respect to the same subject matter. No change or modification of the Agreement shall be valid unless the same shall be in writing and signed by all Parties.

12. **Severability.** If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

13. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Township of North Bergen
4233 Kennedy Boulevard
North Bergen, New Jersey 07047
Attn: Christopher Pianese, Township Administrator

Town of Secaucus
1203 Paterson Plank Road,
Secaucus, New Jersey 07094
Attn: Gary M. Jeffas, Esq. Town Administrator

14. Copy

- a. 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 08625-3060.
- b. Pursuant to the provisions set forth in *N.J.S.A. 40A:65-4(b)* a copy of this fully executed Agreement shall be filed by local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. 803, Trenton, NJ 08625-0803.

15. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

IN WITNESS WHEREOF, each party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ACCEPTED AND AGREED TO:

ATTEST

Township of North Bergen


Date: 10/24/18

By: 

Christopher Pianese
Township Administrator

Town of Secaucus

Date: 10/24/18

By: 
Gary M. Jeffas, Esq.
Town Administrator