

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Bergen County Dept. of Health Services COUNTY: Bergen

RECIPIENT: Borough of Little Ferry COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

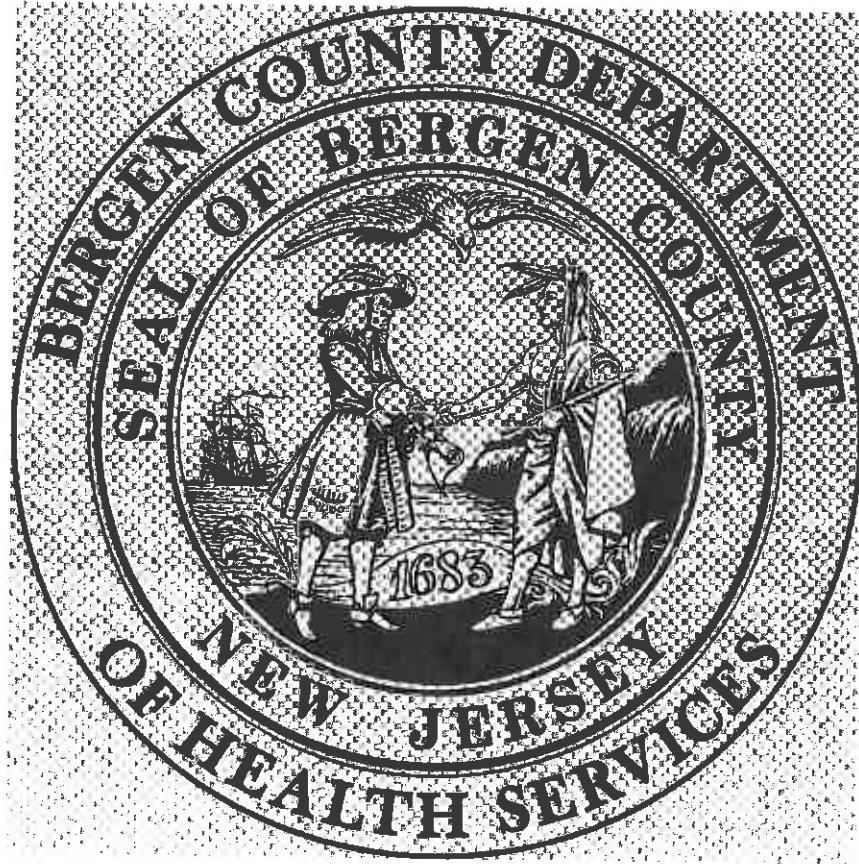
Public Health Shared Services Agreement for 2016 & 2017.

EFFECTIVE DATE: January 1, 2016

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 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.



**BERGEN COUNTY DEPARTMENT OF HEALTH
SERVICES**

**PUBLIC HEALTH SHARED-SERVICES
AGREEMENT**

Borough of Little Ferry

THIS AGREEMENT, made on 6/24, 2015, by and between the:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County"

And the Borough of Little Ferry a municipal corporation of the State of New Jersey herein referred to as the "Municipality"

WITNESSETH

WHEREAS, the County of Bergen ("County") is a body politic and corporate of the State of New Jersey; and

WHEREAS, the Borough of Little Ferry ("Municipality") is a Municipal Corporation of the State of New Jersey; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq) promotes the broad use of shared services to reduce local expenses funded by property tax payers; and

WHEREAS, the Bergen County Department of Health Services (hereinafter, referred to as "BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations for services set forth in the attached Appendix; and

WHEREAS, N.J.A.C. 8:52 *et seq.* incorporates the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and enables the development of an integrated, coordinated Public Health System at the local, county and state levels; and

WHEREAS, N.J.A.C. 8:52 *et seq.* incorporates the roles and responsibilities of the local boards of health with needed local and regional capacity at a county level; and

WHEREAS, N.J.A.C. 8:52 *et seq.* includes the State Sanitary Code and nursing services including infectious disease prevention, surveillance and control, as well as school immunization auditing; and

WHEREAS, the County offers comprehensive Animal Control and sheltering services, N.J.A.C. Title 8; N.J.S.A. 52:4.3 and the rabies statutes, N.J.S.A., Chapter 19, Article 3 and Chapter 23A Facility Operations and N.J.A.C. 8:23A Veterinary Public Health 1.9 Disease Control; and

WHEREAS, The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect and dispose of solid waste (animal carcasses) pursuant to N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2; and

WHEREAS, All Bergen County Department of Health Services Animal Control vehicles display a current NJDEP decal and NJDEP Solid Waste Registration and carry the current Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h); and

WHEREAS, the Municipality desires to contract for the furnishing of health services of a technical and professional nature by the BCDHS to the Municipality, pursuant to N.J.S.A. 26:3A2-1 et seq and as further specified herein; and

WHEREAS, the Bergen County Department of Health Services (“BCDHS”) offers an Employee Assistance Program (EAP) as a shared service to municipalities; and

WHEREAS, Bergen County Freeholder Resolution # 1520-15 adopted on **December 21, 2015**, authorized the County’s shared-services to participating municipalities to assist them with their public health obligations; and

WHEREAS, the Bergen County Freeholder Resolution # 1520-15 adopted on **December 21, 2015** authorized the County Executive to enter into an agreement with the participating Municipalities; and

WHEREAS, the Borough of Little Ferry adopted a resolution dated 6/14/16 authorizing its designee to enter into an agreement with the Bergen County Department of Health Services for the services set forth herein; and

NOW THEREFORE BE IT RESOLVED, that in consideration of the premises, and of the covenants, terms, and conditions hereinafter set forth, the parties agree as follows:

1. Schedule of Services

The County shall perform the services set forth under Chapter N.J.A.C. 8:52 as listed below.

1. Public Health Officer shall perform or be responsible for:
 - Communicable Disease Reportable Surveillance System
 - School Immunization Auditing
 - Adult Health Consultation
 - Animal Bite, Exposures and Follow up
 - Nursing Oversight Supervision
 - Health Promotion/Health Education

2. Registered Environmental Health Specialist

3. Animal Control Program

The Municipality shall be obliged for and agree as follows:

1. **Payments:** The Municipality shall pay the BCDHS according to the enclosed schedule for the current agreement. Payments shall be made semi-annually with the first payment due no later than the last business day of May and the second payment due no later than the last business day of November.
2. **Designation of Health Officer:** The Municipality shall appoint the BCDHS Health Officer as its Municipal Health Officer. By contracting with the County for Health Officer and Administrative Services, BCDHS is the Public Health Agency for the Municipality as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
3. **Enforcement:** The BCDHS Health Officer shall be the enforcement agent of the Municipality for the Sanitary Laws of the State and for Ordinances that are appropriately reviewed by the BCDHS Health Officer prior to their effective date and within the scope and purview of the BCDHS Health Officer's license.
4. **Supervision:** The Health Officer of the BCDHS shall direct and supervise all public health activities and employees engaged in public health activities of the municipality pursuant to N.J.A.C. 8:52.
5. **Public Health Staff/Contracted Vendors:**
 - a. The public health staff/contracted vendors at the local level will be responsible for timely communication of all emergencies, (e.g. communicable disease, disaster information) information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.
 - b. Contracted vendors of the municipalities will be responsible for communicating (via phone, fax, and/or e-mail), documenting, and reporting to the County all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.
6. **Hold Harmless:** The Municipality shall defend, indemnify, protect and save harmless the BCDHS and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the Municipality, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the of the health officer license shall be the sole responsibility of the Municipality and the Municipality shall indemnify and hold harmless the County from any such activity.

Further, the Municipality shall be responsible for and shall indemnify County and its employees for all costs, injuries or damages, suffered by any County employee while performing his/her duties as a County employee on behalf of the Municipality pursuant to the terms and conditions of this Agreement. This indemnification shall also apply to any damages suffered to any County property or equipment while in use under the terms and conditions of this Agreement. Any damages or injuries suffered by County employees or County property caused solely by the negligence of the County employee shall be the sole responsibility of the County.

7. Miscellaneous

- a. Entire Agreement This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

The Parties agree that prior to the commencement of any litigation due to a dispute between the Parties under this Agreement, the Parties shall agree to first commence a non-binding mediation process to attempt to resolve said disputes. Mediation shall be before a mutually acceptable retired Superior Court Judge from Bergen County and the Parties agree to follow the mediation process as set forth by the Judge.

- b. Force Majeure Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- e. No Third Party Beneficiaries Nothing contained herein shall be construed so as to create rights in any third party

8. Duration, Cancellation & Amendments

- a. Term: The BCDHS shall provide the services specified herein from January 1, 2016 through December 31, 2017.
- b. Termination: This Agreement shall be automatically renewed at the then current rate. Notice of intent to terminate this agreement must be provided by the municipality to BCDHS with one hundred twenty days (120) days written notice (with proof of delivery) prior to the expiration of the current Agreement.

BCDHS shall notify the Municipality of any changes in the terms of this Agreement, including but not limited to changes in fees and/or services, at least one hundred and twenty (120) days prior to the expiration of the current term.

This Agreement may also be terminated, with or without cause by any party, with one hundred and twenty (120) days written notice (with proof of delivery) to the other party.

9. Attachments

a. Appendix A:

1. Public Health Health Officer

- a. Subsection: Communicable Disease Reportable Surveillance System
- b. Subsection: School Immunization Auditing
- c. Subsection: Health Consultation Services
- d. Subsection: Animal Bite, Exposures and Follow up
- e. Subsection: Nursing Supervision Oversight
- f. Subsection: Health Promotion/Health Education

2. Registered Environmental Health Specialist (REHS) Service

3. Animal Control Services

- b. County Freeholders Resolution # 1520-15 adopted December 21, 2105
- c. Municipality Resolution No. 196 adopted June 14, 2016.
- d. Payments Schedule

IN WITNESS WHEREOF, the County, and Municipality have caused this Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose. *Respective seals to be affixed.*

PLEASE PLACE MUNICIPAL SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

MUNICIPALITY

By: Barbara Maldonado

By: Mario Drago

Title: Borough Clerk

Title: Mayor

Date: June 24, 2016

Date: June 24, 2016

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: *Patricia Rodriguez*

By: *[Signature]*
James J. Tedesco III, County Executive or
Julien X. Neals
Acting County Administrator

Date: 9/9/16

By: *Nancy L. Mangieri*
Nancy L. Mangieri
Director/Health Officer

Date: 8/17/16