

**SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** made this 1<sup>st</sup> day of January 2016, by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, with an address of 425 East Broad Street, Westfield, New Jersey 07090 (hereinafter referred to as "Westfield") and the TOWNSHIP of CRANFORD, a municipal corporation of the State of New Jersey, with an address of 8 Springfield Avenue, Cranford, New Jersey 07016 (hereinafter referred to as "Recipient").

**WITNESSETH:**

**WHEREAS**, there is a mutually beneficial opportunity to further improve the efficiency of public health services for Westfield and Recipient (hereinafter referred to as the "Municipalities", and each a "Municipality"), while protecting the health, safety, and welfare of municipal residents and reducing the costs of delivering these services for the respective local governments; and

**WHEREAS**, the Municipalities have determined it to be in their mutual best interests to provide for shared Public Health Services (as defined below) with Westfield as the lead agency; and

**WHEREAS**, this Agreement is being entered into in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

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

1. Scope of Services:

(a) Westfield agrees to provide Recipient with public health services in compliance with Chapter 52, N.J.A.C. 8:52-1.1 et seq., Public Health Practice Standards of Performance for Local Boards of Health in New Jersey (hereinafter referred to as "Public Health Services"), except those services which remain the responsibility of Recipient pursuant to paragraph 1 hereof.

(b) The Recipient designates the Health Officer employed by Westfield (hereinafter referred to as the "Health Officer") as the full-time Health Officer of the Recipient for all public health services and activities. Westfield shall be the primary employer of the Health Officer.

(c) The Health Officer shall direct and supervise all public health activities, inspections, clinics, and health education services as required by the needs of Recipient in meeting the above standards.

(d) The Health Officer shall direct and supervise all public health activities.

(e) The Health Officer may delegate activities to customary personnel such as nurses, environmental specialists, health educators and any others, including employees of Recipient, as may be required to carry out core activities that satisfy the requirements of N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.

(f) The Health Officer shall advise and assist the Recipient's Board of Health and Legal Department with respect to violations of and compliance with public health statutes and ordinances.

(g) The Health Officer or his/her designee shall attend regular and special meetings of the Recipient's Board of Health and provide periodic activity reports.

(h) Recipient shall be responsible for collecting all license fees, permit fees, inspection fees and other fees in connection with the performing of Public Health Services hereunder and for issuing all licenses and permits.

(i) Westfield shall not be responsible for any animal control services nor trapping and shall not be responsible for making animal traps available for residents of Recipient.

(j) The recipient shall be responsible for continuing to employ a Registered Environmental Health Specialist throughout the term of this agreement.

(k) Recipient shall be responsible for its own insurance, repairs, maintenance, or replacement of any damaged or unusable apparatus, vehicles, and inspection equipment utilized in connection with Public Health Services provided during the term of this agreement.

2. Recordkeeping. The Health Officer shall be responsible for maintaining all records of services performed by the health department. Recipient shall maintain records of all health service related ordinances and resolutions adopted, except if the Health Officer acts as board secretary. Except for Child

Health Clinic medical records which will be held for ten (10) years, and thereafter turned over to Recipient, the Health Officer shall maintain all records for three (3) years, and thereafter, shall turn the records over to Recipient for maintenance and/or destruction as required by law.

3. Term of Agreement.

(a) This Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016.

(b) This Agreement shall become effective only upon passage of an authorized resolution or ordinance by the Municipalities as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

4. Compensation.

(a) Recipient agrees to pay Westfield the sum of \$71,620 for the Public Health Services provided by Westfield for 2016. Payments shall be made quarterly on the fifteenth day of each February, May, August and November during the term of this Agreement. The quarterly required payments for 2016 are accordingly \$17,905.00.

(b) The annual fee set forth in (a) above may be adjusted based on any increases or decreases in the costs of third-party vendors, e.g. pest control, Tuberculosis and Sexually Transmitted Disease clinic services.

(c) If Recipient fails to make any quarterly payment within ten (10) days after the next meeting of the Recipient's governing body following receipt of the quarterly invoice from Westfield, Recipient shall pay to Westfield a late charge equal to four (4%) percent of the amount which is delinquent.

5. Insurance; Indemnification

(a) During the term of this Agreement, the Recipient shall add Westfield and the Westfield Health Department and their officers, employees and agents as additional insureds to its general liability insurance policies, as well as to all other applicable insurance policies, and provide evidence of same prior the commencement of the term of this Agreement. Recipient agrees to provide Westfield with

at least thirty (30) days advance written notice of any proposed cancellation of relevant insurance policies or of material changes to said policies.

(b) Recipient shall indemnify and hold Westfield and the Westfield Health Department and their officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the Public Health Services to the Recipient, so long as the actions upon which the demand or claim, or assertion of liability are founded, were performed in the course of carrying out official duties on behalf of the Recipient, and were not the consequence of a criminal act. Such indemnification shall include payment of reasonable attorney's fees and costs incurred in the defense of any claim made by a third person.

6. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach thereof, which is not settled by agreement between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in effect, and judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction. The parties agree to use the expedited rules of the AAA, including a hearing before one arbitrator. The parties hereby waive the jurisdictional limit of the expedited rules.

7. Extraordinary Duties. Notwithstanding any provision herein to the contrary:

(a) Any and all additional services provided by Westfield, including, but not limited to, pest control, extra inspection and nursing hours, environmental complaint response hours, additional requested clinics, the costs of biological and chemical laboratory work and supplies for the purposes of testing drinking and bathing water, stream pollution, foods and sewage treatment, shall be borne and paid for by the Recipient.

(b) In the event of an emergency which requires extraordinary and unanticipated public health services, such as mass inoculation of the population against biological agents or other response to chemical exposure, bio-terrorism or other disaster, such services performed by Westfield shall

be the financial obligation of the Recipient, and the Recipient shall pay Westfield for such services in addition to the compensation to be paid by the Recipient under paragraph 4 hereof.

(c) In the event that the State of New Jersey changes its requirements or imposes additional requirements in the provision of Public Health Services and the scope of services hereunder would significantly increase as a result, Westfield shall not be responsible to cause said additional services to be rendered except through an amendment to this Agreement.

8. Miscellaneous.

(a) All notices, reports, or other documents required by this Agreement shall be hand-delivered or mailed by certified mail, return receipt requested, as follows:

If to Westfield:  
425 East Broad Street  
Westfield, New Jersey 07090  
Attention: James Gildea, Town Administrator

With a copy to:  
425 East Broad Street  
Westfield, New Jersey 07090  
Attention: Megan Avallone, Health Officer

If to Recipient:  
8 Springfield Avenue  
Cranford, New Jersey 07016  
Attention: Terence Wall, Township Administrator

With a copy to:  
8 Springfield Avenue  
Cranford, New Jersey 07016  
Attention: Board of Health

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

(c) Neither party may assign this Agreement without the written consent of the other.

(d) This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

(e) In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the municipalities as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

(f) Westfield shall have the right to enter into similar agreements with other municipalities to provide Public Health Services during the term of this Agreement.

(g) In the event Recipient is subject to civil service requirements, it shall be responsible to file and obtain approval of any required employment reconciliation plan with the State Department of Personnel.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and attested as of the day and year first written above.

**ATTEST:**

Christine L. Gray  
Township Clerk

**TOWN OF WESTFIELD**

By: Andrew K. Metz Mayor

**ATTEST:**

Yara Rowley  
Township Clerk

**TOWNSHIP OF CRANFORD**

By: Stefan J. ... Mayor

**APPROVED:**

Megan Ameloxe  
, Secretary

**WESTFIELD BOARD OF HEALTH**

By: Leann D. ... President

Jean Haller  
, Secretary

**CRANFORD BOARD OF HEALTH**

By: Stefan J. ... President