

**SHARED SERVICES AGREEMENT BETWEEN PENNINGTON BOROUGH,
MONTGOMERY TOWNSHIP, AND THEIR RESPECTIVE BOARDS OF
HEALTH FOR PUBLIC HEALTH SERVICES**

This Agreement, made this 9 day of January 2017, by and between the Borough of Pennington and the Pennington Borough Board of Health, having their principal place of business at 30 North Main Street, Pennington, NJ 08534, (collectively referred to as "Borough"), and the Township of Montgomery and the Montgomery Township Board of Health, having their principal place of business at 2261 Van Horne Road - Route 206 North, Belle Mead, NJ 08502 (collectively referred to as "Township");

WHEREAS, the Township provides Public Health Services to its municipality in compliance with the standards set forth in NJSA 26:3A2-10, and NJAC 8:52-1.1, et seq.; and

WHEREAS, the Borough desires to have the Township provide Public Health Services for a fee, as more detailed below; and

WHEREAS, in consideration of payment described in this document, the Township is willing to provide such services according to NJSA 26:3A2-10, NJAC 8:52-1.1, et seq., and other applicable statutes and regulations,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by the parties hereto as follows:

A. SCOPE OF SERVICES.

1. Except as excluded from the Scope of Services pursuant to Section 11 of this Agreement, the Township will provide properly licensed personnel within the jurisdiction of the Borough to perform all services and activities and meet all the standards of performance and staffing required of a local board of health pursuant to N.J.S.A. 26:3A2-10 and the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* (revised) as set forth at N.J.A.C. 8:52-1.1, et seq. ("Practice Standards"), as hereinafter may be amended and supplemented from time to time. The required services, activities, and standards are set forth in the sixteen subchapters of the Practice Standards, which are incorporated

herein by reference as if fully set forth at length.

2. The Borough shall designate the Township Health Officer to be the Borough's Health Officer, and to serve as its general agent for the enforcement of its ordinances and the Public Health laws of the State during the term of the Agreement.
3. The Township Health Officer and/or other professional staff from the Township Health Department will conduct investigations into violations of health-related ordinances, statutes, and regulations and will take the necessary enforcement actions to obtain compliance (including summons to Municipal Court when warranted).
4. The Township Health Officer and/or other professional staff from the Township Health Department will furnish the Borough's Board of Health with a written quarterly report of all services rendered by the Health Officer and staff, as well as a narrative on current and emerging local health issues. The Township Health Officer, or her designee, will attend quarterly meetings of the Borough's Board of Health, and will provide an annual report to the Borough's elected officials.
5. Any applicant for a health department-related license will file its application with the Borough and pay the appropriate license fee. These fees will be retained by the Borough. The completed license applications will then be electronically sent to the Township's Health Department for review, license issuance, and all necessary inspections.
6. The Township's Health Department will issue health-related licenses on behalf of the Borough, including retail food, temporary food sales, public recreational bathing facilities, child care, and other establishments subject to regulation under the New Jersey State Sanitary Code. The Township's Health Department will review and approve plans, perform necessary inspections (usually once or twice per year) and investigate any complaints related to these establishments. The Township Health Officer, or her designee, will advise the Borough's Board of Health of any immediate health hazard violations within 48 hours of the inspection and

- will initiate appropriate enforcement action to protect the public health.
7. During the term of this Agreement, any grants or aid awarded to the Borough for any purpose related to enhancing the public health beyond the scope of this Agreement shall be paid to the Township, and the Township shall be responsible for providing the funded service.
 8. The parties recognize that responsibilities not addressed in the Practice Standards are often assigned to Health Departments to meet local priorities. The Borough shall consult with the Township Health Officer on a case-by-case basis as to whether such additional responsibilities fall within the scope of this agreement, and may negotiate additional services for an additional fee through a letter of agreement.
 9. This Agreement does not create an employment relationship between the Township's Health Officer, and/or the professional staff from the Township Health Department, and the Borough. While performing duties in the Borough, the Township's Health Officer, and/or the professional staff from the Township's Health Department, shall be compensated according to the terms of their employment with the Township.
 10. While on duty rendering assistance to the Borough, to the extent permitted by law, the Township's Health Officer, and/or the professional staff from the Township Health Department, shall have the same powers, authority and immunities as Borough personnel, and shall act as the Borough's agent, pursuant to N.J.S.A. 40A:65-7(d).

B. EXCLUSIONS.

11. The Township will specifically not be responsible for providing the following services to the Borough:
 - **Responsibilities of Mercer County Division of Public Health**, including County Environmental Health Act. Although not responsible for providing the services, the Township Health Officer will assure the Borough has access to these services.
 - **NJLINCS, including, but not limited to, bioterrorism grant-related activities and emergency communication system or successor programs.** These programs are administered by Mercer County, but the Township Health

Officer, pursuant to N.J.A.C. 8:52-3.4, will assure that the Borough participates in these services.

- **Registrar of Vital Statistics.** Each municipality shall provide its own Registrar service
- **Animal Control, other than potential human exposure to rabies.** The provision of animal control services is addressed under a separate shared services agreement between the Township and Borough.
- **Tobacco Age of Sale Enforcement.** The Borough may request TASE inspections under separate letter of agreement for a rate of \$60 per establishment.
- **NJ Right to Know, Blood-Borne Pathogens Standard, and other PEOSIIA program administration.** The Township Health Officer, upon request, will provide technical consultation on occupational safety issues for Borough staff to implement. Actual training and program administration can be obtained from the Township at a rate of \$50 per hour after the execution of a separate shared services agreement or letter of agreement.

C. EFFECTIVE DATE/TERMINATION.

12. This Agreement is for a 3-year period, beginning on January 1, 2017 and ending on December 31, 2019. Each party shall notify the other in writing 60 days before the expiration of this Agreement if it desires to renew the Agreement.

D. FEES.

13. The Borough shall pay the Township at the following rate for the services described in this Agreement:

January 1, 2017— December 31,2017:	\$39,720.00
January 1, 2018 - December 31,2018:	\$40,500.00
January 1, 2019—December 31,2019:	\$41,310.00

14. Fees shall be paid in two equal installments, the first no later than February 1 and the second no later than August 1 of each year that this Agreement is in effect.

E. LIABILITY/HOLD HARMLESS.

15. Montgomery Township and Pennington shall each be responsible for their own negligent acts and omissions arising out of or relating to the performance of this agreement, consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.. Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees, and their successors and assigns, from and against all liability, claims, suits, demands, actions or causes of action of any kind and nature for any such negligent acts and omissions.

F. MISCELLANEOUS.

16. This Agreement shall become effective upon the adoption of appropriate resolutions by the Township and Borough approving the terms and conditions set forth in this Agreement and authorizing the Mayor and Clerk to authorize this Agreement, and the approval of the New Jersey State Commissioner of Health. The Agreement may be executed in counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
17. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of the Agreement.
18. Any and all notices, pursuant to this Agreement, shall be in writing and shall be deemed given only if delivered personally, by certified mail, or by overnight mail.
19. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties.
20. The Township and the Borough represent that they have duly advised their

insurance carriers of the terms and conditions of this Agreement.

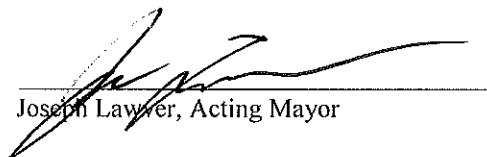
21. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by a court to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so adjudges and the remainder of this Agreement shall be deemed valid and effective.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed the day and year first above written.

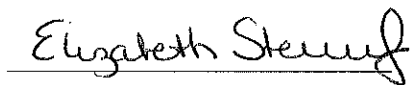
ATTEST:


Elizabeth Sterling, Clerk

BOROUGH OF PENNINGTON


Joseph Lawver, Acting Mayor

ATTEST:


Elizabeth Sterling


PENNINGTON BOROUGH BOARD OF HEALTH


Stephen Papenberg, Board of Health President

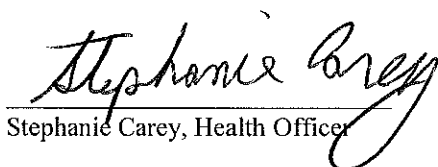
ATTEST:


Donna Kukla, Clerk

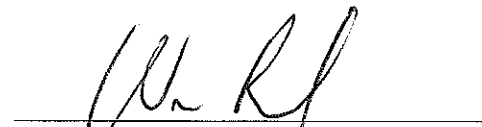
TOWNSHIP OF MONTGOMERY


ED TRZASKA, Mayor

ATTEST:


Stephanie Carey, Health Officer

MONTGOMERY TOWNSHIP BOARD OF HEALTH


William Bucci, Board of Health President

**RESOLUTION #16-9-229 - AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
PURSUANT TO N.J.S.A. 40A:65-1, et seq., WITH THE BOROUGH OF PENNINGTON FOR PUBLIC
HEALTH SERVICES**

WHEREAS, the governing bodies of the Township of Montgomery and the Borough of Pennington desire to execute a shared services agreement pursuant to N.J.S.A. 40A:65-1, et seq., for public health services; and

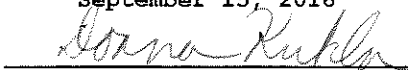
WHEREAS, a shared services agreement, setting forth the rights and responsibilities of Montgomery Township and Pennington Borough, has been prepared and circulated for approval by the governing bodies of Montgomery and Pennington.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montgomery, Somerset County that:

1. The Township Committee approves the Township's participation in the shared services agreement with the Borough of Pennington for public health services for a 3-year period, beginning January 1, 2017 and ending December 31, 2019.
2. The Mayor and Clerk are authorized and directed to execute the shared services agreement.
3. A copy of said agree agreement will be available, pursuant to N.J.S.A.40A:65-5.b., at the offices of the Township Clerk for public inspection during normal business hours.

CERTIFICATION
I HEREBY CERTIFY THE ABOVE TO BE A
TRUE COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
MONTGOMERY AT A MEETING HELD

September 15, 2016


Township Clerk

**BOROUGH OF PENNINGTON
RESOLUTION 2017 – 1.23**

**RESOLUTION AUTHORIZING SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF MONTGOMERY
FOR HEALTH SERVICES**

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.) and Title 8, Chapter 52 of the New Jersey Administrative Code, the Borough of Pennington seeks to enter into a contract with the Township of Montgomery (“Montgomery”) for the provision of Health Services to the Borough;

WHEREAS, the Montgomery Health Department is an experienced health services agency qualified to perform public health services as provided by law, currently serving 23,000 Montgomery residents in Somerset County;

WHEREAS, the Montgomery Health Department will provide health services to the Borough of a technical and professional nature as required by N.J.S.A. 26:A2-1, et seq., N.J.S.A. 40A:65-1 et seq., and N.J.S.A. 26:1A-15;

WHEREAS, the Montgomery Health Department will be responsible for Public Health Administration, Health Education, Environmental Health and Adult Preventive Health Programs in the Borough;

WHEREAS, all services performed by the Montgomery Health Department on behalf of the Borough shall use either Health Department staff or contracts with outside public health agencies and shall comply with all applicable State laws, regulations and standards, including the standards set forth in Title 8, Chapter 52 of the New Jersey Administrative Code;

WHEREAS, Montgomery represents that it currently has the following staffing:

- * Health Officer
- * Two (2) Registered Environmental Health Specialists;
- * Administrative Assistant;
- * Contract Consulting Health Educator;
- * Contract nursing/immunization audits from the Community Visiting Nurse Association;
- * Women’s Health and cancer screenings through Women’s Health & Counseling Center of Somerville;
- * Adolescent Health Services from HiTops of Princeton;
- * A Communicable Disease Investigator/REHS, to handle routine communicable disease investigations. More complex outbreaks will require consultation with the regional Epidemiologist at Mercer County Division of Health. Tuberculosis investigations will be transferred to the State-designated regional chest clinic;

WHEREAS, the Montgomery Health Department will provide properly licensed personnel within the jurisdiction of the Borough to carry out the public health activities described under “Scope of Services” in the attached Agreement;

WHEREAS, Montgomery will not be responsible for providing the services described under “Exclusions” in the attached Agreement;

WHEREAS, Montgomery will also provide coverage for all after-hours emergency responses, with all after-hours calls to be directed to the Montgomery Police Emergency Communications Center (through Somerset County Dispatch), which will contact the appropriate individual for response;

WHEREAS, the Montgomery Health Officer will participate on the Borough's behalf in Mercer County's Governmental Public Health Partnership, which is responsible for regional Community Health Improvement Planning and regional Community Public Health Partnerships;

WHEREAS, the Montgomery Health Department will also partner on the Borough's behalf with local community stakeholders, including Visiting Nurses, local hospitals, school districts and the Municipal Alliance;

WHEREAS, it is understood that the fee for Montgomery's services under the contract will be based on a per capita allocation of direct costs associated with performing the services described above, including employee salary, office expenses, subcontractor agreements, equipment and supplies, and personnel training, with the addition of costs for excess mileage and participation in the Mercer Governmental Public Health Partnership;

WHEREAS, the proposed agreement is for a three year period with renewals annually, meaning that it can be effectively terminated, on prescribed notice, at the end of each year;

WHEREAS, the fees for services reflect a two percent (2%) annual increase, with the understanding that if the actual cost of services exceeds the fee in a given year, or, conversely, there is a decline in costs, Montgomery reserves the right to provide the Borough a revised fee for the following year based upon such actual increase or decrease in costs;

WHEREAS, the annual fees which the Borough agrees to pay to Montgomery for services under the contract are as follows:

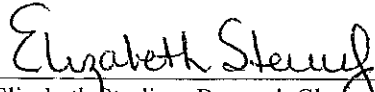
January 1, 2017 - December 31, 2017:	\$39,720.00
January 1, 2018 - December 31, 2018:	\$40,500.00
January 1, 2019 - December 31, 2019:	\$41,310.00

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into a shared services agreement with Montgomery Township for the provision of health services, such agreement to comply in substance with the above recitals and to conform in substance with the proposed agreement annexed to this resolution, subject to final approval as to form by the Borough Attorney.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Chandler	M				Lawver	X			
Gnatt				Absent	Marciante	X			
Griffiths	S				Mills	X			

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on January 9, 2017.


 Elizabeth Sterling, Borough Clerk

WHEREAS, the fees for services reflect a two percent (2%) annual increase, with the understanding that if the actual cost of services exceeds the fee in a given year, or, conversely, there is a decline in costs, Montgomery reserves the right to provide the Borough a revised fee for the following year based upon such actual increase or decrease in costs;

WHEREAS, the annual fees agreed to be paid to Montgomery for services under the contract are as follows:

January 1, 2017 - December 31, 2017: \$11,000.00
January 1, 2018 - December 31, 2018: \$11,200.00
January 1, 2019 - December 31, 2019: \$11,400.00

WHEREAS, the form of agreement proposed by Montgomery Township is attached;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor, with the attestation of the Borough Clerk, is hereby authorized to enter into a shared services agreement with Montgomery Township complying in substance with the form attached and the related contract proposal, incorporating Best Practices as aforesaid, and subject to approval as to form by the Borough Attorney.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Chandler	S				Lawver	M			
Gnatt				Absent	Marciate	X			
Griffiths	X				Mills	X			

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on January 9, 2017.


Elizabeth Sterling, Borough Clerk