

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of January, 2016, by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, having an address of 425 East Broad Street, Westfield, New Jersey 07090 (hereinafter referred to as “Westfield”) and the GARWOOD BOARD OF HEALTH, having an address of 403 South Avenue, New Jersey 07027 (hereinafter referred to as “Recipient”).

WITNESSETH:

WHEREAS, there is a mutually beneficial opportunity to further improve the efficiency of public health services for the Town of Westfield and the Borough of Garwood (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 parties have determined it to be in their mutual best interests to provide for shared Public Health Services (as defined below) with Westfield Board of Health 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 parties agree as follows:

1. Scope of Services.

(a) Westfield agrees, through the Westfield Regional Health Department, 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 and health service employees of the Borough of Garwood .

(e) The Health Officer may delegate activities to customary personnel such as nurses, environmental health specialists, health educators and any others, including employees of the Borough of Garwood, 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 and its 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 and provide periodic activity reports.

(h) Recipient shall insure that the current level of state-licensed, certified, or authorized public health professionals in the Borough of Garwood shall be continued throughout the term of this Agreement.

(i) Recipient shall continue to 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.

(j) 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. Recipient acknowledges that the Health Officer has ultimate authority to approve or deny all licenses and permits.

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 four (4) 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 remain in effect for a period of three (3) years.

(b) This Agreement shall be deemed automatically renewed for successive two (2) year terms (hereinafter each referred to as the "Renewal Term"), without any action by

either party, unless Recipient or Westfield provides written notice of its intent to terminate the Agreement, together with a certified copy of a Resolution authorizing same, at least six (6) months prior to the then termination date. Upon renewal, all terms and conditions of this Agreement shall be deemed to remain in effect, except that the payments required hereunder shall be equitably adjusted to reflect changes in the costs of providing services. In the event the parties are unable to reach agreement, the issue shall be resolved pursuant to arbitration per Paragraph 6 hereof.

(c) This Agreement shall become effective only upon passage of an authorized resolution or ordinance by the Municipalities and/or respective Board of Health 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 \$50,012.00 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 \$12,503.00.

(b) In 2017 and 2018, the annual fee shall be increased by the sum of (i) the lesser of: (A) two (2%) percent; or (B) the percentage increase in the salaries of Westfield Regional Health Department employees under the collective bargaining agreement over the prior year; and (ii) the cost of any additional services requested by Recipient that were not requested in the first year of the term of this Agreement.

(c) If Recipient fails to make any quarterly payment within fifteen (15) days of its due date, 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 Regional 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 Regional 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 services in addition to the compensation to be paid by the Recipient under paragraph 4 hereof.

(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:
Town of Westfield
425 East Broad Street
Westfield, New Jersey 07090
Attention: James Gildea, Town Administrator

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

If to Recipient:
Garwood Board of Health
403 South Avenue
Garwood, New Jersey 07027

With a copy to:
Borough of Garwood
403 South Avenue
Garwood, New Jersey 07027
Attention: Christina Ariemma, Borough Administrator

(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 or other municipal boards of health 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:

TOWN OF WESTFIELD

Christina M. Aronson
Township Clerk

By: *Robert K. Maffei*
Mayor

WESTFIELD BOARD OF HEALTH

Megan Amelore
Secretary

By: *Laura D. Bandura*
President

GARWOOD BOARD OF HEALTH

Kathleen J. Wierzbicki
Secretary

By: *Ellen Skelley*
President

APPROVED:

BOROUGH OF GARWOOD

ATTEST:

Christina M. Aronson
Township Clerk
Borough

By: *Charles Lombardo*
Mayor

BOROUGH OF GARWOOD

UNION COUNTY, NEW JERSEY

MUNICIPAL BUILDING

403 SOUTH AVENUE

GARWOOD, NJ 07027

RESOLUTION NO. 16-177

WHEREAS, the Council of the Borough of Garwood, County of Union, State of New Jersey, is required to establish and maintain a program of recognized public health activities and to meet the minimum standard of performance for such activities; and

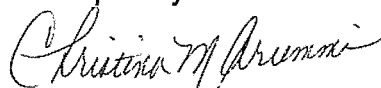
WHEREAS, the Board of Health of the Borough of Garwood has recommended to the Mayor and Council that a contract be entered into with the Board of Health of the Town of Westfield in accordance with N.J.S.A. 26:A2-1, et. seq. and N.J.S.A. 40:8A-1, et. seq.; and

WHEREAS, an agreement has been agreed upon in Resolution No. 3330 dated, January 10, 1978, wherein the Board of Health of the Town of Westfield will provide certain health services of licensed personnel in the carrying out of public health activities in the Borough of Garwood:

THEREFORE, BE IT RESOLVED, by the Council of the Borough of Garwood, that the Mayor and Municipal Clerk be and are hereby authorized to execute the attached a three-year contract on behalf of the Borough wherein the Borough agrees to pay the following:

- (a) Westfield Township the sum of \$50,012.00 for the Public Health Services provided by Westfield for 2016. Payments shall be made quarterly on the fifteenth day of February, May August and November during the term of this Agreement.
- (b) In 2017, and 2018 the annual fee shall be increased by the sum of (i) the lesser of: (A) two (2%) percent; or (B) the percentage increase in the salaries of Westfield Regional Health Department employees under the collective bargaining agreement over the prior year; and (ii) the cost of any additional services requested by Recipient that were not requested in the first year of the term of this Agreement.

I, Christina M Ariemma, Municipal Clerk of the Borough of Garwood hereby attest that this Resolution was adopted by the Council of the Borough of Garwood on March 22, 2016.



CHRISTINA M. ARIEMMA, Municipal Clerk

