

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of West Caldwell COUNTY: Essex

RECIPIENT: Township of Montville COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Health Services

EFFECTIVE DATE: Dec 1, 2014

EXPIRATION DATE: Dec 31, 2015

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.

TOWNSHIP OF MONTVILLE

RESOLUTION NO. 2014 -

RESOLUTION OF THE TOWNSHIP OF MONTVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TOWNSHIP OF WEST CALDWELL FOR THE PROVISION OF HEALTH SERVICES

WHEREAS, the Township of Montville has a need for Health Officer services due to the retirement of its current Health Officer; and

WHEREAS, after having performed its due diligence to seek health services, the Township of Montville desires to contract with the Township of West Caldwell for the furnishing of health services; and

WHEREAS, the Board of Health of the Township of West Caldwell and the Township of West Caldwell have indicated a willingness to undertake to provide health services in the Township of Montville; and

WHEREAS, the municipalities have come to an agreement as to the health services to be provided by West Caldwell to Montville; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute an Interlocal Agreement with the Township of West Caldwell for the provision of a Health Officer and related health services; and

BE IT FURTHER RESOLVED that the Interlocal Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement.

This Resolution shall take effect immediately.

Adopted: November 11, 2014



Gertrude Atkinson, Township Clerk



Donald Kostka, Mayor

Resolution

Resolution No. 9560

By: Councilman Otterbein

RESOLUTION - AUTHORIZING THE ENTRY INTO AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTVILLE AND THE TOWNSHIP OF WEST CALDWELL FOR HEALTH SERVICES.

WHEREAS, pursuant to N.J.S.A. 40A:65-1, the Township of Montville may, by Resolution, enter into an Interlocal Services Agreement with another local government entity; and

WHEREAS, the Township of Montville and the Township of West Caldwell have agreed to enter into an Interlocal Services Agreement to provide health services in the Township of Montville.

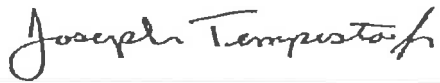
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey, that the appropriate municipal officials are hereby authorized to enter into an Agreement between the Township of Montville and the Township of West Caldwell for health services for the period from December 1, 2014 through December 31, 2015.

1. All Township officials are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on the date of 11/25/14, the foregoing Resolution was duly adopted.


Township Clerk

The foregoing Resolution, having been duly presented to me on 11/26/14, I hereby **approve** the same.


Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
RICHARD OTTERBEIN	X			
JOSEPH CECERE	X			
STANLEY HLADIK	X			
THOMAS O'HERN	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
MAYOR TEMPESTA (IF TIE)				

INTER-LOCAL AGREEMENT FOR HEALTH SERVICES

THIS AGREEMENT is made and entered into this 11th day of November, 2014 by and between:

THE TOWNSHIP OF WEST CALDWELL

a municipal corporation of the State of New Jersey
with offices located at 30 Clinton Road
West Caldwell, New Jersey 07006

(hereinafter "Provider")

AND

THE TOWNSHIP OF MONTVILLE

a municipal corporation of the State of New Jersey
with offices located at 195 Changebridge Road
Montville, New Jersey 07045

(hereinafter "Recipient")

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent & Services to be Performed

1. The Provider shall furnish a licensed Health Officer to the Recipient, who shall provide services in accordance with the Local Health Services Act, P.L. 329, 1975 – "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey", N.J.S.A. 26:3 et seq. and all applicable State and local statutes, regulations, codes and ordinances.
2. The Health Officer of the Provider shall be responsible to the Board of Health and State Department of Health for all "Core" activities required by P.L. 329, 1975, and will provide sufficient time to satisfactorily perform these required duties.
3. Services requested by the Recipient to fill an emergency need not included in the scope of services otherwise provided for in this agreement or necessary in excess of the anticipated contracted amount shall be provided by Provider, and shall be paid for by the Recipient at the customary charge rate schedule of the Provider.

B. Responsibility

1. At all times, the Provider shall maintain responsibility for and control over the Health Officers. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Township Administrator of the Provider, as appropriate, shall handle any public comments involving the Health Officer.

C. Designation as Health Officer

1. Provider shall designate the Health Officer.

D. Fees

1. All license fees, permit fees and other fees shall be collected by the Recipient or other agency of the municipality as authorized by law.

E. Reports

1. The Health Officer shall furnish the Recipient with monthly reports of all services rendered by the Health Officer under the terms of the contract.

F. State Health Aid

1. State Health Aid received by the Provider in connection with services rendered pursuant to this Agreement shall be returned to the Recipient.
2. It is specifically understood and agreed that no part of this contract is to be contingent upon the receipt by the Recipient of State Health Aid or financial aid from any source whatever.

G. Board of Health

1. It is understood that Boards of Health of the Provider and of the Recipient shall meet jointly periodically as may be deemed necessary by either party. Joint discussion will involve mutual problems and needs, objectives, methods of obtaining objectives and an evaluation of accomplishments.
2. The Health Officer or his representative shall meet with the Board of Health of the Recipient at its regular meeting, and special meetings as requested during the contract period as part of this agreement.

ARTICLE II: PAYMENTS & COMPENSATION

- A. In consideration of the faithful performance by the Provider of its agreement herein, the Recipient covenants and agrees to pay the Provider on a monthly basis at the rate of \$5,444 per month, for the period from December 1, 2014 through December 31, 2015 which shall be the period of this contract.

ARTICLE III: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE

A. Term

1. It is understood and agreed by and between the parties hereto that this contract shall be for a period of thirteen (13) months, beginning December 1, 2014 and terminating on December 31, 2015, unless extended or renegotiated to the mutual satisfaction of both parties prior to the termination date, and shall take effect following adoption of appropriate Resolutions by each of the contracting parties.

B. Termination & Renegotiation

1. Either party may terminate this contract by giving written notice to the other municipality at least thirty (30) days prior to termination, delivered to the Recipient and to the Provider at their respective municipal buildings, and to the New Jersey State Commission of Health.
2. This parties may renegotiate this agreement sixty (60) days prior to its termination date.

C. Insurance: Indemnification

1. The Provider shall maintain in full force and effect during the term of this Agreement, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

ATTEST:

BY: Mary S. Donovan
Mary Donovan, Township Clerk

TOWNSHIP OF WEST CALDWELL

BY: Joseph Tempesta, Jr.
Joseph Tempesta, Jr., Mayor
Dated:

ATTEST:

BY: Kathleen A. Fischer
Kathleen A. Fischer, Secretary

**BOARD OF HEALTH OF THE
TOWNSHIP OF WEST CALDWELL**

BY: Romy Greenberg
Romy Greenberg, President
Dated:

ATTEST:

BY: Gertrude Atkinson
Gertrude Atkinson, Township Clerk

TOWNSHIP OF MONTVILLE

BY: Donald Kostka
Donald Kostka, Mayor
Dated: 11/11/14