

County of Passaic Board of County Commissioners

OFFICE OF COUNTY COMMISSIONERS

Director Pasquale "Pat" Lepore
Deputy Director Bruce James
Assad R. Akhter
John W. Bartlett
Theodore O. Best, Jr.
Terry Duffy
Cassandra "Sandi" Lazzara

401 Grand Street
Paterson, New Jersey 07505

Tel: 973-881-4402
Fax: 973-742-3746

Anthony J. De Nova III
Administrator

Matthew P. Jordan, Esq.
County Counsel

Louis E. Imhof, III, RMC
Clerk Of The Board



Public Meeting (Board Meeting)

Date: Mar 09, 2021 - 5:30 PM

Location: County Administration Building
Webex
401 Grand Street
Paterson, NJ 07505

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND BOROUGH OF HALEDON FOR PUBLIC HEALTH SERVICES, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ., ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:

REVIEWED BY:

Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

Matthew P. Jordan, Esq.
COUNTY COUNSEL

Administration and Finance
COMMITTEE NAME

Official Resolution#	R20210194							
Meeting Date	03/09/2021							
Introduced Date	03/09/2021							
Adopted Date	03/09/2021							
Agenda Item	o-9							
CAF #								
Purchase Req. #								
Result	Adopted							
COMMISSIONER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Lepore	✓				✓			
James	✓		✓		✓			
Akhter	✓				✓			
Bartlett	✓				✓			
Best Jr.	✓				✓			
Duffy	✓				✓			
Lazzara	✓			✓	✓			

PRES.= present ABS.= absent
MOVE= moved SEC= seconded
AYE= yes NAY= no ABST.= abstain
RECU.= recuse

Dated: March 10, 2021

**RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BY AND BETWEEN
THE COUNTY OF PASSAIC AND BOROUGH OF HALEDON FOR PUBLIC HEALTH
SERVICES, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.**

WHEREAS, the County of Passaic (hereafter “County”) is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

WHEREAS, pursuant to N.J.S.A. 40:20-1 the Board of County Commissioners of the County of Passaic (hereafter “Board”) is vested with managing the property, finances, and affairs of the County; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., the County is authorized to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the County Administrator negotiated the Shared Services Agreement between the County and Borough of Haledon for Public Health Services, attached to, and made part of this resolution, which is being recommended for approval; and

WHEREAS, this matter was discussed at the February 24, 2021 meeting of the Administration and Finance Committee and is being recommended to the Board approval; and

NOW, THEREFORE, LET IT BE RESOLVED, pursuant to N.J.S.A. 40A:65-1, et seq. that the Board of County Commissioners of the County of Passaic approves the Shared Service Agreement between the County of Passaic and Borough of Haledon for Public Health Services.

LET IT BE FURTHER RESOLVED, that the Clerk to the Board, County Counsel, and Director of the Board are authorized to take any other action necessary to carry out the purposes of this resolution.

MPJ

March 9, 2021

Shared Services Agreement for Public Health Services

between the

County of Passaic

and

Borough of Haledon

Prepared by:

The Office of the County Counsel
401 Grand Street, Room 214
Paterson, New Jersey 07505
Phone: (973) 881-4466
Fax: (973) 881-4072

THIS AGREEMENT, made on this _____ day of _____ 2021 between the:

County of Passaic (hereafter "County") with its principal place of business at 401 Grand Street, Paterson, New Jersey 07505

-AND-

Borough of Haledon (hereafter "Borough" or "Haledon") with its principal place of business at 510 Belmont Avenue, Haledon, New Jersey 07508

WITNESSETH

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

WHEREAS, the Borough desires to contract with the County for the furnishing of health services as set forth in N.J.S.A. 26:3A2-1, et seq.; and

NOW, THEREFORE, in consideration of the mutual terms herein, the County and Borough agree as follows:

1. **Schedule of Services and Fees.** The County shall set for the services set forth in the attached Appendix A for a total cost to the Borough as follows:

January 1, 2021 to December 31, 2021	-	\$66,300.00
January 1, 2022 to December 31, 2022	-	\$67,626.00
January 1, 2023 to December 31, 2023	-	\$68,978.52
January 1, 2024 to December 31, 2024	-	\$70,358.10
January 1, 2025 to December 31, 2025	-	\$71,765.26

2. **Payments.** Payments from the Borough to the County shall be made on a quarterly basis in the following manner: January 15, May 15, September 15, and December 15 of each year of the agreement.

3. **Designation of Health Officer.** The Borough will designate the Health Officer of the County as its Municipal Health Officer. By contracting with the County the Borough is appointing the County as its Public Health Agency as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey pursuant to N.J.A.C. 8:52.

4. **Enforcement.** The County Health Officer shall be the enforcement agent of the Borough for the Sanitary Laws for the State of New Jersey and for Ordinances adopted by the Borough. The Health Officer shall be available to review proposed Ordinances by the Borough prior to their effective date and within the scope and purview of the Health Officer's license.

5. **Fees.** The County will collect any fees associated with fines levied pursuant to the laws of the State of New Jersey, County, and Borough, and process payment to the Borough. Any fees collected shall be subject to a revenue sharing agreement, whereby the County shall retain twenty percent (20%) of the fine collected and the Borough eighty percent (80%), less any administrative costs incurred by the County.

6. **Required Court Appearances.** The County shall provide the appropriate personnel to appear in the appropriate court of jurisdiction to prosecute any violations of the public health laws of the Borough, County, and State of New Jersey, as set forth herein.

7. **Supervision.** The Health Officer of the County shall direct and supervise all public health activities and employees engaged in public health activities of the Borough pursuant to N.J.A.C. 8:52.

8. **Public Health Staff.** Any employee of the Borough tasked with public health related duties are required to inform the County in a timely fashion of all emergencies, including but not limited to the spread of communicable diseases or natural disasters, to the Health Officer of the County or his/her designee.

9. **Hold Harmless.** The Borough shall defend, indemnify, protect and hold harmless the County, 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 Borough, its consultants, contractors, agents, servants and employees, including, but not

limited to, expenditures for investigation, legal defense and/or judgment. Any health related function or activity not within the scope of the Health Officer license shall be the sole responsibility of the Borough and the Borough shall indemnify and hold harmless the County from any such activity.

10. **State and Federal Aid.** State or Federal grants received by the County shall be shared pro rata to the population of the Borough. The County shall take the appropriate steps to apply for and attempt to secure outside funding for both the County and the Borough.

11. **Notice.** All notices, reports, statements, requests, or authorizations required to be give hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a party has been notified of a change of address:

To: County of Passaic
Office of the County Administrator
401 Grand Street, Room 205
Paterson, NJ 07505

To: Borough of Haledon
Borough of Haledon Municipal Complex
510 Belmont Ave.
Haledon NJ 07508

12. **Dispute Resolution.**

a. **Mandatory Mediation.** In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objecting party must participate in the mediation. The costs of such Non-Binding Mediation shall be borne equally by both Parties.

b. **Procedure.** The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.

c. **Non-Binding Effect.** Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

d. **Judicial Proceedings.** Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Passaic County.

e. **Temporary Injunctive Relief.** Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Passaic County.

13. **Employment Reconciliation.** No employees are intended to be transferred or terminated by virtue of this Agreement.

14. **Assignment.** The County may not assign its rights or obligations under this Agreement without prior approval via resolution of the Borough Council.

15. **Severability/Waiver.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

16. **Governing Law.** This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

17. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.
18. **Amendments and Modifications.** This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein. Moreover, for the amendment to be valid and binding on the County and Borough, it must be accompanied by a resolution authorizing same.
19. **Miscellaneous.** It is the Borough's sole responsibility, including all expenses, to provide a Qualified Secretary/Registrar, Animal Control Officer, physician services, public health nurse, and public health laboratory services. Additionally, the County reserves the right to sub-contract the terms of the services listed herein if the County's licensed Health Officer leaves the employ of the County.
20. **Term.** This Agreement shall commence retroactively on January 1, 2021 through December 31, 2025 for a term of five (5) years.
21. **Options to Extend.** The Borough shall retain an option to extend the Agreement for a term of five (5) years upon notice to the County sixty (60) days prior to its expiration by Certified Mail, Return Receipt Requested at the following cost:

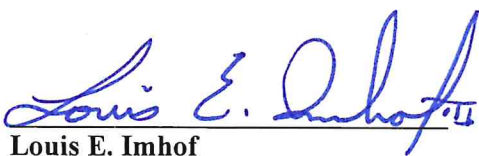
January 1, 2026 to December 31, 2026	-	\$73,200.57
January 1, 2027 to December 31, 2027	-	\$74,664.58
January 1, 2028 to December 31, 2028	-	\$76,157.87
January 1, 2029 to December 31, 2029	-	\$77,681.03
January 1, 2030 to December 31, 2030	-	\$79,234.65

22. **Termination.** This Agreement will continue in effect on the terms and conditions provided herein and shall continue unless and until: (1) the term is completed; or (2) the agreement is terminated, with or without cause, with one hundred and twenty (120) days written notice at any time, with proof of delivery, on either Party.
23. **Authority.** By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.

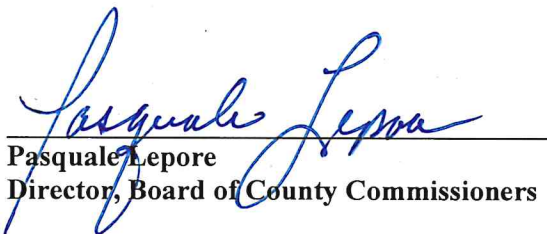
IN WITNESS WHEREOF, the County and Borough have caused this Agreement to be signed, pursuant to the duly adopted resolutions of their governing bodies, passed for that purpose.

Attest:

COUNTY OF PASSAIC

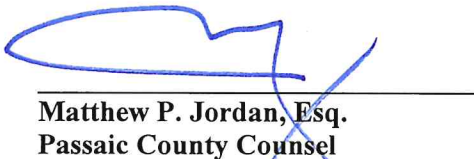


Louis E. Imhof
Clerk of the Board



Pasquale Lepore
Director, Board of County Commissioners

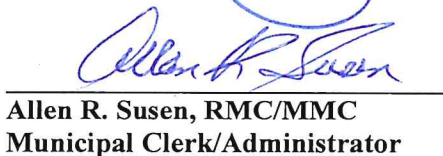
As to form and legality:



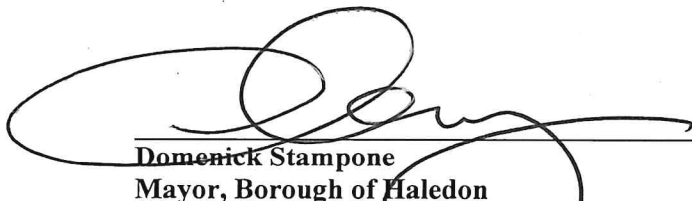
Matthew P. Jordan, Esq.
Passaic County Counsel

Attest:

BOROUGH OF HALEDON



Allen R. Susen, RMC/MMC
Municipal Clerk/Administrator



Domenick Stampone
Mayor, Borough of Haledon

APPENDIX A

Programmatic Proposal for Public Health Services

The County shall furnish the following local health services to the Borough:

- A. **Administration of Public Health Activities:** Provision of a licensed Health Officer who shall ensure compliance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey; enforce state and local public health regulations, and all relevant current and future Haledon Borough Ordinances; supervise and manage public health personnel; complete annual reports or other documents as authorized and required by the NJ Department of Health; prepare and exercise plans relative to public health emergencies; provide guidance to the Board of Health, and assist with review of any proposed local public health ordinances. The Health Officer or his/her designee shall attend Board of Health meetings, attend any required state public health conferences or meetings, and attend the Governmental Public Health Partnership meetings.

- B. **Health Education & Promotion:** Provision of a certified Health Educator to plan, implement, and evaluate health education programs and/or interventions at various venues in accordance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of health in New Jersey in areas such as: alcohol and drug abuse control; smoking prevention and cessation; nutrition; injury control; physical fitness and exercise; emergency preparedness; chronic disease (diabetes, cardiovascular, cancer; and communicable disease control.

- C. **Environmental Health:** Provision of a licensed Registered Environmental Health Specialist for enforcement of state and local public health regulations relative to:
 1. **Food Surveillance:** Comprehensive surveillance program of retail food establishments and food/beverage vending machines in accordance with the State Sanitary Code (N.J.A.C. 8:24) and local ordinances governing the same. Specifically, services to be provided include; inspection of retail food establishments (includes institutions providing food services) at least twice per year; review and approval of plans for new food establishments or alterations to existing food establishments; inspection of vending machines dispensing potentially hazardous food at least once per year; investigation of complaints at local food establishments; initiation of enforcement action as needed; collection of food samples as required by the NJ Department of Health; condemnation or embargoing of adulterated or unwholesome food; assistance with investigation of foodborne illness or outbreaks as required.

 2. **Youth Camps:** Performance of annual pre-operational and follow-up inspections of youth camps for compliance with the State Sanitary Code (N.J.A.C. 8:25).

 3. **Campgrounds:** Performance of annual inspections and follow-up inspections in accordance with the State Sanitary Code (N.J.A.C. 8:22). Includes initiation of enforcement action as needed and complaint investigations at regulated campgrounds.

 4. **Recreational Bathing:** Performance of inspections, follow-up inspections, and complaint investigations at regulated recreational bathing facilities including swimming pools, lakes, spas, and whirlpools in accordance with the State Sanitary Code (N.J.A.C. 8:26). Inspections at such facilities shall be at least twice during the facility's operating season. Follow-up inspections shall be performed when deficiencies are found, and enforcement action shall be initiated as needed.

 5. **Body Art Establishments:** Performance of annual inspections and follow-up inspections of body art establishments in accordance with the State Sanitary Code (N.J.A.C. 8:27). Includes initiation of enforcement action as needed and complaint investigations at regulated body art establishments.

 6. **Tanning Facilities:** Performance of annual inspections and follow-up inspections of tanning facilities in accordance with the State Sanitary Code (N.J.A.C. 8:28). Includes initiation of enforcement action as needed and complaint investigations at regulated tanning facilities.

 7. **Individual Subsurface Sewage Disposal Systems:** Performance of site visits, plan reviews, inspections, complaint investigations, and enforcement actions in accordance with N.J.A.C. 7:9A, Standards for Individuals Subsurface Sewage Disposal Systems.

8. **Childhood Lead Poisoning Lead Hazard Investigations:** Performance of assessments, inspections, review of abatement plans, and enforcement actions related to cases of childhood lead poisoning in accordance with N.J.A.C. 5:17 and N.J.A.C. 8:51.
 9. **Rabies & Zoonotic Disease Control:** Performance of inspections, follow-up inspections, and complaint investigations at regulated pet shops, shelters, and kennels in accordance with the State Sanitary Code (N.J.A.C. 8:23 and 8:23A). At least two inspections of such facilities will be performed annually.
 10. **Food Handling Education:** Provision of one food handling training in English and one food handling training in Spanish to food establishments staff at least once per year. Training will be provided in the Borough of Haledon contingent on available space or at the Passaic County Public Safety Academy, Wayne. Training may be open at the Provider's discretion to other municipalities contingent on available space.
 11. **Inspections Required by Local Ordinance:** Performance of the following inspections required by local ordinance: laundries, dry-cleaning establishments, social clubs, and massage parlors.
 12. **Emergency Response:** Performance of emergency responses associated with emergency occurrences at retail food establishments in accordance with the State Sanitary Code (N.J.A.C. 8:24).
- D. **Public Health Emergency Response & Preparedness:** Provision and implementation of public health emergency preparedness plans relative to mass immunization/medication clinics, quarantine, bioterrorism, other hazards, and is indicated in the Recipient's emergency management plans. The Borough of Haledon agrees to provide the necessary staff including Borough employees and/or volunteers to assist in developing and implementing the plans referenced in this section.