

Passaic County Board of Chosen Freeholders

OFFICE OF THE
PASSAIC COUNTY FREEHOLDERS

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

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Administrator
William J. Pascrell, III, Esq.
County Counsel
Louis E. Imhof, III, RMC
Clerk Of The Board



Public Meeting (Board Meeting)

Date: Dec 27, 2018 - 10:00 AM

Location: County Administration Building
220
401 Grand Street
Paterson, NJ 07505

Agenda: RESOLUTION TO AUTHORIZE SHARED SERVICES AGREEMENT FOR PUBLIC HEALTH SERVICES BETWEEN THE COUNTY OF PASSAIC AND BOROUGH OF WANAUKE, NJ, 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:

William J. Pascrell, III, Esq.
COUNTY COUNSEL

Administration and Finance
COMMITTEE NAME

Official Resolution#	R20181064							
Meeting Date	12/27/2018							
Introduced Date	12/27/2018							
Adopted Date	12/27/2018							
Agenda Item	I-43							
CAF #								
Purchase Req. #								
Result	Adopted							
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Lazzara	✓				✓			
James	✓				✓			
Akhter		✓						
Bartlett	✓			✓	✓			
Best Jr.	✓				✓			
Duffy	✓				✓			
Lepore	✓		✓		✓			

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

Dated: December 28, 2018

**RESOLUTION TO AUTHORIZE SHARED SERVICES
AGREEMENT FOR PUBLIC HEALTH SERVICES BETWEEN THE
COUNTY OF PASSAIC AND BOROUGH OF WANAQUE, NJ**

WHEREAS the Borough of Wanaque, a municipality within Passaic County, provides health services to its residents pursuant to the Local Health Services Act (N.J.S.A. 26:3A2-1 et seq.); and

WHEREAS the County of Passaic has established a County Health Department in conformity with the County Environmental Health Act N.J.S.A. 26:3A2-21, but has the ability and resources to perform public health activities under the Local Health Act; and

WHEREAS the Borough has approached the County of Passaic about furnishing required health services under that Act within Wanaque; and

WHEREAS pursuant to the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 et seq.), local public entities are permitted to provide any services to other local entities they are empowered to provide, such as public health services; and

WHEREAS as a consequence of the request, the Borough and County are proposing a Shared Services Agreement for the Passaic County Health Department to provide health services for the Borough of Wanaque for a five (5)-year period beginning on January 1, 2019 through December 31, 2023 at the following rate: Year 1 - \$65,000.00; Year 2 - \$66,300.00; Year 3 - \$67,626.00; Year 4 - \$68,978.52 and Year 5 - \$70,358.10 with two (2) one (1)-year options, if exercised, at a 2% increase for each of the two (2) years; and

WHEREAS the proposed Shared Services Agreement, which is attached hereto and made part hereof, outlines the public health services to be performed by the Passaic County Health Department for the Borough of Wanaque; and

WHEREAS the Freeholder Committee for Finance & Administration reviewed this arrangement at its December 12, 2018 meeting and is recommending it to the full Board for approval.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Passaic that it hereby authorizes a Shared Services Agreement by and between the County of Passaic and the Borough of Wanaque which designates the Passaic County Health Officer as the Municipal Health Officer of Wanaque and delineates the health services to be provided to the Borough of Wanaque for a five (5)-year period beginning January 1, 2019 through December 31, 2023 with two (2) one (1)-year options for the agreed-upon compensation set out above (copy of proposed Shared Services Agreement attached).

BE IT FURTHER RESOLVED that upon execution of the Agreement, the Clerk to the Board shall forward a certified copy of same to the Division of Local Government Services in the New Jersey Department of Community Affairs for filing, in conformity with N.J.S.A. 40A:65-4(3)(b).

December 27, 2018

Shared Services Agreement for Public Health Services

between the

County of Passaic

and

Borough of Wanaque

Prepared by:

The Office of the Passaic County Administrator
401 Grand Street, Room 205
Paterson, New Jersey 07505
Phone: (973) 881-4405
Fax: (973) 881-2853

THIS AGREEMENT, made on this 24th day of Jan. 2019 between the:

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

-AND-

Borough of Wanaque (hereafter "Borough" or "Wanaque") with its principal place of business at 579 Ringwood Avenue, Wanaque, New Jersey 07465

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, 2019 to December 31, 2019	-	\$65,000.00
January 1, 2020 to December 31, 2020	-	\$66,300.00
January 1, 2021 to December 31, 2021	-	\$67,626.00
January 1, 2022 to December 31, 2022	-	\$68,978.52
January 1, 2023 to December 31, 2023	-	\$70,358.10

If the Borough exercises any of the options as set forth in the Agreement in Number 12 listed herein, a two percent (2.00%) increase will be added to the previous year's cost.

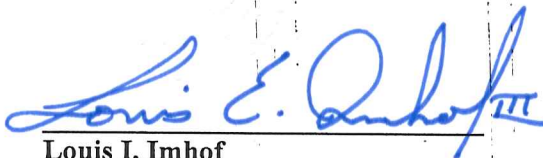
2. **Payments.** Payments from the Borough to the County shall be made on a quarterly basis in the following manner: January 15, May 15, September 15, and December 15 of each year of the agreement.
3. **Designation of Health Officer.** The Borough will designate the Health Officer of the County as its 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. **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.
12. **Term.** This Agreement shall commence on January 1, 2019 through December 31, 2023 for a term of five (5) years. Two (2) one (1) year options can be exercised by the Borough with ninety (90) days' notice prior to the termination of the Agreement.
13. **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.

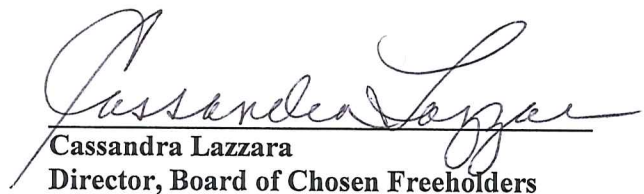
IN WITNESS WHEREOF, the County and Borough have caused this Agreement to be signed, pursuant to the duly adopted resolutions of their governing bodies, passed for that purpose.

Attest:

COUNTY OF PASSAIC

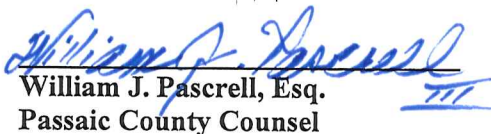


Louis I. Imhof
Clerk, Board of Chosen Freeholders



Cassandra Lazzara
Director, Board of Chosen Freeholders

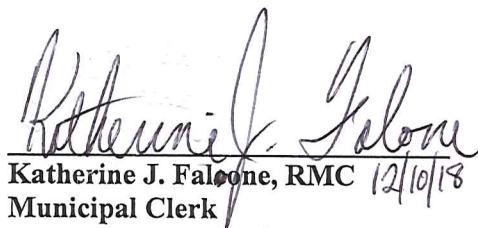
As to form and legality:



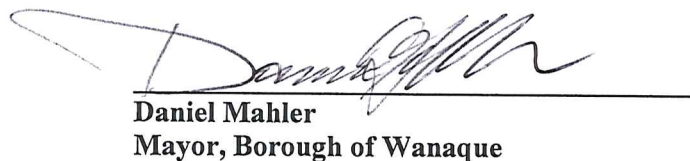
William J. Pascrell, Esq.
Passaic County Counsel

Attest:

BOROUGH OF WANAQUE



Katherine J. Falcone, RMC 12/10/18
Municipal Clerk



Daniel Mahler
Mayor, Borough of Wanaque

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 Wanaque 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 Wanaque 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 Wanaque agrees to provide the necessary staff including Borough employees and/or volunteers to assist in developing and implementing the plans referenced in this section.