

Passaic County Board of Chosen Freeholders

OFFICE OF THE
PASSAIC COUNTY FREEHOLDERS

Director Cassandra "Sandi" Lazzara
Deputy Director Bruce James
Assad R. Akhter
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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: May 09, 2017 - 6:00 PM

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

Agenda: RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENTS BETWEEN PASSAIC COUNTY HEALTH DEPARTMENT AND THE VARIOUS NAMED MUNICIPALITIES, FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM OUTBREAKS OF INFECTION DISEASE, AND OTHER PUBLIC HEALTH THREATS AND EMERGENCIES, ALL AS NOTED IN THE RESOLUTION

THIS RESOLUTION WAS REQUESTED BY:

HEALTH DEPT

REVIEWED BY:

Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

William J. Pascrell, III, Esq.
COUNTY COUNSEL

Late Starters

COMMITTEE NAME

Official Resolution#	R20170400							
Meeting Date	05/09/2017							
Introduced Date	05/09/2017							
Adopted Date	05/09/2017							
Agenda Item	o-50							
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: May 10, 2017

**RESOLUTION AUTHORIZING SHARED SERVICE
AGREEMENTS BETWEEN PASSAIC COUNTY HEALTH
DEPARTMENT AND THE VARIOUS NAMED MUNICIPALITIES,
FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO
BIOTERRORISM OUTBREAKS OF INFECTION DISEASE, AND
OTHER PUBLIC HEALTH THREATS AND EMERGENCIES**

WHEREAS the Passaic County Board of Chosen Freeholders has created the Passaic County Department of Health pursuant to N.J.S.A. 26:3A 2-1 et seq., and the County Environmental Health Act (CEHA) N.J.S.A. 26:3A 2-21 et seq., to provide an array of public services; and

WHEREAS the Borough of Woodland Park, one of the municipalities of the County of Passaic is responsible to provide public health services for its residents pursuant to the Local Health Services Act (N.J.S.A. 26:3A 2-1 et seq.); and

WHEREAS the said Borough of Woodland Park has approached the County about supplying the required public health services under the auspicious of the Passaic County Health Department and its licensed Health Officer; and

WHEREAS under the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) local public entities are permitted to contract with one another to provide for essential and mandated services through the execution of a Shared Services Agreement; and

WHEREAS such an arrangement has been proposed by and between the County and Woodland Park for the provision of public health services for the Borough for a five (5) year period: July 1, 2017 – June 30, 2018 at \$66,000.00; July 1, 2018 – June 30, 2019 at \$67,320.00; July 1, 2019 – June 30, 2020 at \$68,666.40; July 1, 2020 – June 30, 2021 at \$70,039.73; July 1, 2021 – June 30, 2022 at \$71,440.52, with two (2) one year options to renew by the said Borough, in accordance with the proposed Shared Services Agreement attached hereto and made a part hereof; and

WHEREAS the Freeholder committee for Finance and Administration reviewed this matter at its May 8, 2017 meeting and recommended it to the full Board for approval;

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Passaic that pursuant to N.J.S.A. 40A:65-1 it hereby authorizes a Shared Services Agreement by and between the Borough of Woodland Park and the County of Passaic to permit the Passaic County Health Department to conduct public health activities for the said Borough and its residents in conformity with the attached Agreement; and

BE IT FURTHER RESOLVED that the Director and clerk to the Board as well as the County Counsel shall be authorized to execute the Agreement on behalf of Passaic County; and

BE IT FURTHER RESOLVED that the clerk to the Board is hereby directed to file a fully executed copy of this Agreement with the division of Local Government Services in the New Jersey Department of Community Affairs, pursuant to N.J.S.A. 40A:65-4(3)(b).

Dated: May 9, 2017

Shared Services Agreement for Public Health Services

between the

County of Passaic

and

Borough of Woodland Park

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 14th day of June, 2017 between the:

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

-AND-

Borough of Woodland Park (hereafter "Borough" or "Woodland Park") with its principal place of business at 5 Brophy Lane, Woodland Park, New Jersey 07424

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:


July 1, 2017 to June 30, 2018 - \$66,000.00
July 1, 2018 to June 30, 2019 - \$67,320.00
July 1, 2019 to June 30, 2020 - \$68,666.40
July 1, 2020 to June 30, 2021 - \$70,039.73
July 1, 2021 to June 30, 2022 - \$71,440.52

- If the Borough exercises any of the options as set forth in the Agreement in Number 10 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: July 15, September 15, December 15, and March 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 and Animal Control Officer. 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 July 1, 2017 through December 31, 2021 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.


FOR THE BOROUGH OF WOODLAND PARK:



 MAYOR KEITH KAZMARK
 BOROUGH OF WOODLAND PARK

DATED: *May 8, 2017*

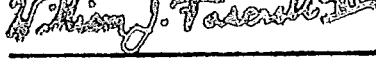
FOR THE COUNTY OF PASSAIC:



 FREEHOLDER DIRECTOR CASSANDRA LAZZARA
 COUNTY OF PASSAIC

DATED: *6/12/17*

APPROVED AS TO FORM AND LEGALITY

BY: 

 WILLIAM J. PASCRELL, III
 COUNTY COUNSEL

DATE: *6/7/17*

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 Woodland Park 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 Woodland Park 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 Woodland Park agrees to provide the necessary staff including Borough employees and/or volunteers to assist in developing and implementing the plans referenced in this section.
- E. **Nursing Services.** Provision of a licensed nurse to be located at the Borough Municipal Building for a minimum of two (2) days per week, in four (4) hour intervals.

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, NEW JERSEY
RESOLUTION R17-143**

**SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF WOODLAND PARK AND THE COUNTY OF PASSAIC
FOR PUBLIC HEALTH SERVICES**

WHEREAS, the Borough of Woodland Park (Borough) desires to contract with the County of Passaic (County) to provide Public Health Services for the term of five (5) years commencing July 1, 2017 through June 30, 2022; and

WHEREAS, the County has the resources to provide all of the mandated New Jersey State Public Health Services requirements with the exception of animal control; and

WHEREAS, the County and Woodland Park reached an agreement in accordance with N.J.S.A. 40A:65-1, *et seq.* ("Uniform Shared Services and Consolidation Act"), whereby the County would provide services subject to this agreement; and

WHEREAS, the County shall charge Woodland Park \$66,000.00 for the first fiscal year with a 2% increase each fiscal year thereafter; and

WHEREAS, the County shall invoice Woodland Park July 15, September 15, December 15 and March 15 of each year;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Woodland Park, County of Passaic, State of New Jersey, do hereby authorize the Mayor to execute the Shared Services Agreement on behalf of the Borough with the County of Passaic for all mandated New Jersey State Public Health Services requirements with the exception of animal control, for the five (5) year period commencing July 1, 2017 through June 30, 2022, in the amount of \$66,000.00 for the first fiscal year with a 2% increase each fiscal year thereafter.

Record of Mayor and Council Vote on Passage

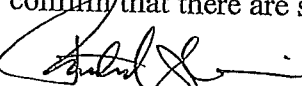
	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Holloway	✓				Pascrell	✓			
DeCesare	✓				Spinelli	✓			
Gatti	✓				Mayor Kazmark	✓			
Kallert	✓								

This resolution was approved by the Mayor and Council of the Borough of Woodland Park at a regular scheduled meeting held on the 3rd day of May, 2017. Signed and sealed before me.


Kevin Galland, Municipal Clerk

May 3, 2017
Dated

I, Frederick J. Tomkins, Chief Financial Officer for the Borough of Woodland Park do hereby confirm that there are sufficient funds available to fund this agreement.


Frederick J. Tomkins, Chief Financial Officer

4/27/17
Dated