

# Passaic County Board of Chosen Freeholders

OFFICE OF THE  
PASSAIC COUNTY FREEHOLDERS

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

401 Grand Street  
Paterson, New Jersey 07505

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Anthony J. De Nova III

Administrator

Michael H. Glovin, Esq.

County Counsel

Louis E. Imhof, III, RMC

Clerk Of The Board



## Public Meeting (Board Meeting)

Date: Jul 16, 2019 - 5:30 PM

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

Agenda: RESOLUTION TO AUTHORIZE SHARED SERVICES AGREEMENT FOR PUBLIC HEALTH SERVICES BETWEEN THE COUNTY OF PASSAIC AND BOROUGH OF HALEDON, NJ, ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:

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REVIEWED BY:

Anthony J. De Nova III  
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

Michael H. Glovin, Esq.  
COUNTY COUNSEL

Administration and Finance  
COMMITTEE NAME

Official Resolution#	R20190609							
Meeting Date	07/16/2019							
Introduced Date	07/16/2019							
Adopted Date	07/16/2019							
Agenda Item	n-15							
CAF #								
Purchase Req. #								
Result	Adopted							
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Bartlett	✓				✓			
Lazzara	✓				✓			
Akhter	✓				✓			
Best Jr.	✓				✓			
Duffy	✓				✓			
James	✓		✓		✓			
Lepore	✓			✓	✓			

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

Dated: July 17, 2019

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

**WHEREAS** the Borough of Haledon, 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 Haledon; 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 Haledon for an eighteen-month period beginning on July 1, 2019 through December 31, 2020 at the following rate: First six-month period - \$32,500.00; One full-year period, January 1, 2020 through December 31, 2020 - \$65,000.00; and

**WHEREAS** the proposed Shared Services Agreement, which will be drafted, will outline the public health services to be

performed by the Passaic County Health Department for the Borough of Haledon; and

**WHEREAS** the Freeholder Committee for Finance & Administration reviewed this arrangement at its July 2, 2019 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 Haledon which designates the Passaic County Health Officer as the Municipal Health Officer of Haledon and delineates the health services to be provided to the Borough of Haledon for an eighteen-month period beginning July 1, 2019 through December 31, 2020.

**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).

July 16, 2019



## RESOLUTION REQUEST FORM

1. **NAME OF REQUESTER:** Matthew Jordan Esq.  
**Telephone #:** 973-881-4407

**DESCRIPTION OF RESOLUTION:**

Shared service agreement with the Borough of Haledon to provide health services

2. **CERTIFICATION INFORMATION:**

ATTACH A COPY OF *THE REQUISITION FROM EDMUNDS*

PLEASE NOTE THAT RESOLUTIONS FOR ALL CONTRACT AWARDS AND OTHER EXPENDITURES REQUIRE A *REQUISITION*. RESOLUTION REQUESTS FOR EXPENDITURES WILL NOT BE CONSIDERED WITHOUT A REQUISITION NUMBER

3. **AMOUNT OF EXPENDITURE:** \$ \_\_\_\_\_  
**REQUISITION #** \_\_\_\_\_  
**ACCOUNT #** \_\_\_\_\_

4. **METHOD OF PROCUREMENT:**

RFP       RFQ       Bid

Other: N.J.S.A. 40A:65-1, et seq

5. **COMMITTEE REVIEW:**

**DATE:**

Administration & Finance

07/03/2019

Budget

Health

Human Services

Law & Public Safety

Planning & Economic Development

Public Works

6. **DISTRIBUTION LIST:**

Administration       Finance       Counsel

Clerk to the Board       Procurement

Introduced on: July 16, 2019

Adopted on: July 16, 2019

Official Resolution#: R20190609

Other: \_\_\_\_\_

**COUNCIL OF THE BOROUGH OF HALEDON**  
**PASSAIC COUNTY, NEW JERSEY**  
**RESOLUTION**

**MOTION BY:** CURIEL **SECONDED BY:** AHMED  
**RESOLUTION #2019-136**

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**TITLE:** AUTHORIZE MAYOR AND MUNICIPAL CLERK TO SIGN SHARED SERVICE AGREEMENT WITH PASSAIC COUNTY HEALTH DEPARTMENT FOR HEALTH SERVICES

WHEREAS, the Borough of Haledon is required to have certain health care services; and

WHEREAS, the County of Passaic Health Department is agreeable to provide such services to the Borough of Haledon through their Division of Health under the direction of their Health Officer; and

WHEREAS, the Haledon Board of Health has reviewed the proposed agreement, and recommended the Mayor and Council approve the Passaic County Health Department; and

WHEREAS, the cost to provide services to the Borough of Haledon for the period of July 1, 2019 through December 31, 2019 is \$32,500 and for the period of January 1, 2020 to December 31, 2020 the cost will be \$65,000; and

WHEREAS, a separate resolution will be scheduled for approval of the contract period of January 1, 2020 to December 31, 2020; and

WHEREAS, the Borough of Haledon Chief Financial Officer Steve Sanzari has issued a certification of funds for an amount not to exceed \$32,500 to be charged to Borough budget line 9-01-134-201;

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Haledon that the health services agreement with the Passaic County Health Department for the period of July 1, 2019 to December 31, 2019 be authorized in a form to be approved by the Borough Attorney; and

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized to execute an agreement with the Passaic County Health Department and that the Municipal Clerk should forward the agreement to the Haledon Board of Health.

Name	Motion	Second	Roll Call Vote		Abstain	Absent
			Yes	No		
Domenick Stampone						
Nereyda Curiel	X		X			
Aleksandra Tasic			X			
Mounir Almalita						X
Carlos Aymat			X			
Tahsina Ahmed		X	X			
Michael Johnson			X			

This resolution was duly adopted by the Council of the Borough of Haledon at a meeting held on June 27, 2019



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

Introduced on: July 16, 2019  
Adopted on: July 16, 2019  
Official Resolution#: R20190609

**Shared Services Agreement for Public Health Services**

*between the*

**County of Passaic**

*and*

**Borough of Haledon**

**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 \_\_\_\_\_ day of \_\_\_\_\_ 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 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:

July 1, 2019 to December 31, 2019	-	\$32,500.00
January 1, 2020 to December 31, 2020	-	\$65,000.00

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

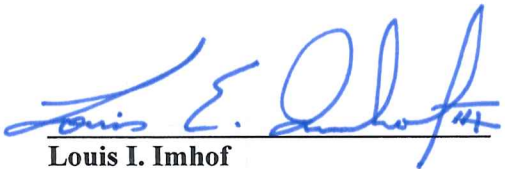
of the Borough and the Borough shall indemnify and hold harmless the County from any such activity.

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 July 1, 2019 through December 31, 2020 for a term of eighteen (18) months.
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.

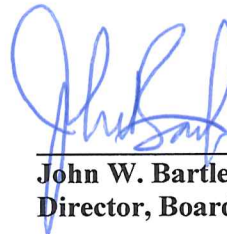
IN WITNESS WHEREOF, the County and Borough have caused this Agreement to be signed, pursuant to the duly adopted resolutions of their governing bodies, passed for that purpose.

Attest:

COUNTY OF PASSAIC

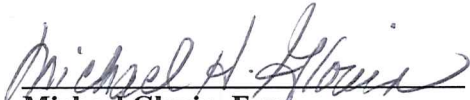


Louis I. Imhof  
Clerk, Board of Chosen Freeholders



John W. Bartlett  
Director, Board of Chosen Freeholders

As to form and legality:



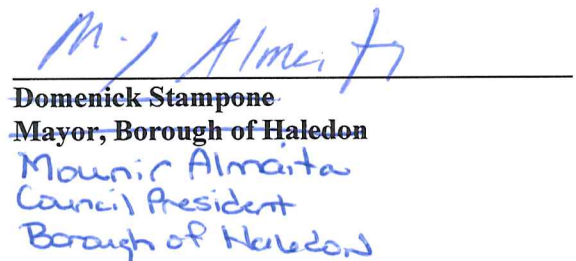
Michael Glovin, Esq.  
Passaic County Counsel

Attest:

BOROUGH OF HALEDON



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



Domenick Stampone  
Mayor, Borough of Haledon  
Mounir Almarita  
Council President  
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.