

County of Passaic

Board of County Commissioners



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Anthony J. De Nova III
Administrator
Matthew P. Jordan, Esq.
County Counsel
Louis E. Imhof, III, RMC
Clerk Of The Board

Date: Jul 19, 2022 - 5:30 PM

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF PROSPECT PARK TO PROVIDE PUBLIC HEALTH SERVICES TO THE BOROUGH FOR THE REMAINDER OF 2022, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

THIS RESOLUTION WAS REQUESTED BY:
HEALTH

REVIEWED BY:

Anthony J. De Nova III

APPROVED AS TO FORM AND LEGALITY:

Matthew P. Jordan, Esq.

Official Resolution#	
Meeting Date	7/19/2022
Introduced Date	7/14/2022
Adopted Date	
Agenda Item	55.
CAF#	
Purchase Req. #	
Result	

Health and Human Services

COMMITTEE NAME

RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF PROSPECT PARK TO PROVIDE PUBLIC HEALTH SERVICES TO THE BOROUGH FOR THE REMAINDER OF 2022, 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 Department of Health Services (hereafter “Department”) is responsible for protecting and promoting the health of the approximately 510,000 residents of the County; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes the County 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 was approached by the Borough of Prospect Park, which was seeking to enter into a shared services agreement for public health services; and

WHEREAS, the Department is requesting that the County enter into a shared service agreement with the Borough of Prospect Park, for the County to provide public health services for the residents of Prospect Park for five thousand six hundred ninety-six dollars and fifty cents (\$5,696.50), for a period beginning July 1, 2022 through December 31, 2022; and

WHEREAS, this matter was discussed at the July 13, 2022 meeting of the Health and Human Services Committee and is being recommended to the Board for 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 hereby authorize the shared services agreement between the County of Passaic and the Borough of Prospect Park, for the County to provide public health services for the residents of Prospect Park for five thousand six hundred ninety-six dollars and fifty cents (\$5,696.50), for a period beginning July 1, 2022 through December 31, 2022.

LET IT BE FURTHER RESOLVED, that pursuant to N.J.S.A. 40A:65-(b) a copy of the Shared Services Agreement shall be filed, for informational purposes, with the Division of Local Government 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.

KJB

July 19, 2022

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

And the

BOROUGH OF PROSPECT PARK

for

PUBLIC HEALTH SERVICES

PREPARED BY:

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

THIS SHARED SERVICES AGREEMENT (hereafter “Agreement”), dated this _____ day of July, 2022, by and between the County of Passaic, a body politic and corporate of the State of New Jersey (hereafter “County”), with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and the Borough of Prospect Park, a body politic and corporate of the State of New Jersey (hereafter “Borough”), with its principal offices located at 106 Brown Avenue, Prospect Park, New Jersey 07508. Passaic County and the Borough of Prospect Park shall be collectively referred to as the “Parties” throughout the Agreement.

RECITALS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., allows for any local unit to enter into an agreement with any other local unit or unites provide or receive any services that each participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7; 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

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County and the Borough each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto and made part of this Agreement; and

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

I. Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference.

II. Term. This Agreement shall commence on July 1, 2022 through December 31, 2022.

III. Services Provided and Cost. The County shall set for the services set forth in the Programmatic Proposal For Public Health Services, attached hereto as Appendix A for a total cost to the Borough in the amount of five thousand six hundred ninety-six dollars and fifty cents (\$5,696.50), due from the Borough within thirty (30) days of the date herein.

IV. 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.

V. 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.

- VI. **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.
- VII. **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.
- VIII. **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.
- IX. **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.
- X. **Limitation of Delegation of Authority.**
- a. To the extent this Agreement constitutes a delegation of authority by the County or the Borough, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Agreement.
 - b. Neither the Borough nor the County intend by this Agreement to create any agency relationship other than that which may be specifically required by this Agreement for the limited purpose of the provision of services provided by the County pursuant to this Agreement.
- XI. **Compliance with Laws and Regulations.** The Borough and the County agree that each Party will at its own costs and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements which may be applicable to its performance of the services described in this Agreement. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.
- XII. **Insurance.** At all times during the term of this Agreement, the Borough shall maintain all necessary and appropriate insurance policies with respect to the services to be performed pursuant to this Agreement; and shall cause the County to be named as an additional insured and will deliver to the County a certificate of insurance prior to the commencement of services. The County shall further maintain appropriate insurance as to its own actions relative to this Agreement
- XIII. **Indemnification.** To the fullest extent allowable by the law, each party to this Agreement, their successors, and assigns shall hold harmless, indemnify, defend, and release the other party and their

members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with the other party's performance, attempted performance, or failure to perform in connection with this Agreement or other activities as described in the Agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause, unless due to the negligence of any of the indemnified parties.

XIV. 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.

XV. Miscellaneous. It is the Borough's sole responsibility, including all expenses, to provide Animal Control Services, a Public Health Nurse, and a Board of Health Clerk. 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.

XVI. 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

With a copy to: County of Passaic, Department of Health Services
Attn: Dr. Charlene Gungil
930 Riverview Drive, Suite 250
Totowa, NJ 07512

To: Borough of Prospect Park
Office of the Business Administrator
106 Brown Avenue
Prospect Park, NJ 07508

XVII. Entire Agreement. This Agreement contains all of 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.

XVIII. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit any scope of any provision of this Agreement.

- XIX. Force Majeure.** If either parties' performance of any of the provisions of this Agreement become impossible due to Force Majeure, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- XX. 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 Parties, it must be accompanied by a resolution authorizing same.
- XXI. Agreement Filed with the New Jersey Division of Local Government Services.** Pursuant to N.J.S.A. 40A:65-4(b), the Borough shall file this Agreement, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, together with an estimate of the cost savings anticipated to be achieved by the Borough.
- XXII. 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 of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth below:

Attest:

COUNTY OF PASSAIC

 Louis E. Imhof, III
 Clerk, Board of County Commissioners

 Bruce James
 Director, Board of County Commissioners

As to form and legality:

 Matthew P. Jordan, Esq.
 Passaic County Counsel

Attest:

BOROUGH OF PROSPECT PARK

Beauty Nadim
Acting Municipal Clerk

Mohamed T. Khairullah
Mayor of the Borough of Prospect Park

APPENDIX A

Programmatic Proposal For Public Health Services

County of Passaic,
Department of Health Services
and the Borough of Prospect Park, NJ

The Provider shall furnish the following local health services to the Recipient:

- A. **Administration of Public Health Activities:** Provision of a **Licensed Health Officer** or licensed health officer designee 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; 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. **Public Health Nursing Supervision:** Provision of a licensed **Public Health Nurse Supervisor** who shall supervise the activities of the local public health nurse for the performance of core public health functions and the delivery of the “10 essential public health services” at N.J.A.C. 8:52 – 3.2(a) 1 through 10.
- C. **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); communicable disease control.

D. Environmental Health: Provision of licensed **Registered Environmental Health Specialists** 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 once 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). Inspection 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. **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 Prospect Park contingent upon available space or at the Passaic County Department of Health Services offices, 930 Riverview Drive, Suite 250, Totowa. Training may be open at the Provider's discretion to other municipalities contingent upon available space.
9. **Inspections Required By Local Ordinance:** Performance of the following inspections required by local ordinance: laundries, dry-cleaning establishments, social clubs, and massage parlors.

10. **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).

11. **Public Health Nuisances:** Investigation of public health nuisances as described in N.J.A.C. 8:52 Appendix Section 1.

E. **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 Prospect 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.

F. **Communicable Disease Activities:** Provision and implementation of a surveillance, investigation, and control of reportable diseases program.

1. Promotion and provision of childhood vaccine preventable diseases.
2. Providing technical expertise through the county Epidemiologist.
3. 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.

G. **Maternal and Child Health Program:**

1. Provision of child health conferences for comprehensive preventive health care of infants and preschool children at Prospect Park Municipal Building, if available or at 930 Riverview Dr., Suite 250, Totowa, particularly emphasizing the medically indigent in accordance with N.J.A.C 8:52.

2. 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.

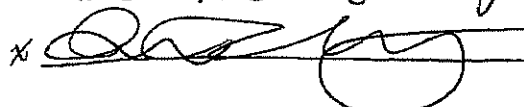
- H. **Occupational Health Services:** Provision of an occupational health program in compliance with Public Health Practice Standards of Performance, Appendix Section 1.
- I. **Cost:** Administrative oversight and provision of these services will cost \$5,696.50 for the 6-month period beginning July 1, 2022 – December 31, 2022. In November 2022, another contract will be issued to address 2023 and the subsequent five years.
- J. **Exclusions:** Prospect Park shall continue to provide the following personnel and services:
- Animal Control Services
 - Public Health Nurse
 - Board of Health Clerk.

Respectfully Submitted by,

Charlene W. Gungil, DHSc, MPH, H.O., CPM

Health Officer/Director

Passaic County Department of Health

Received and Approved
by Intushan Chowdhury - 7/1/2022
x  Borough Administrator