



Legislation Details (With Text)

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On agenda: 11/22/2022 **Final action:** 11/22/2022
Enactment date: 11/22/2022 **Enactment #:** R-22-1003
Title: RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF WOODLAND PARK TO PROVIDE PUBLIC HEALTH SERVICES TO THE BOROUGH, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Cover Page, 2. Health Department SSA Woodland Park attach

Date	Ver.	Action By	Action	Result
11/22/2022	1	Board of County Commissioners Regular Meeting	Adopted	Pass

RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF WOODLAND PARK TO PROVIDE PUBLIC HEALTH SERVICES TO THE BOROUGH, 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 Woodland Park, which was seeking to enter into a shared services agreement for public health services for a period of five (5) years; and

WHEREAS, the Department is requesting that the County enter into a shared service agreement with the Borough of Woodland Park, for the County to provide public health services for the residents of Woodland Park for a period beginning July 1, 2022 through June 30, 2027 pursuant to the terms and conditions of the Shared Services Agreement, attached hereto and made a part hereof; and

WHEREAS, this matter was discussed at the November 2, 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 Woodland Park, for the County to provide public health services for the residents of Woodland Park for a period beginning July 1, 2022 through June 30, 2027 pursuant to the terms and conditions of the Shared Services Agreement.

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

November 22, 2022

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, NEW JERSEY
RESOLUTION R22-205**

**MOTIONED BY: Council President Pascrell
SECONDED BY: Councilman Chaabane**

**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, 2022 through June 30, 2027; 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 \$72,869.33 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, 2022 through June 30, 2027, in the amount of \$72,869.33 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
Pascrell	✓				Holloway	✓			
Chaabane	✓				Kallert	✓			
DeCesare	✓				Mayor Kazmark	✓			
Gatti	✓								

This resolution was approved by the Mayor and Council of the Borough of Woodland Park at a regular scheduled meeting held on the 7th day of September, 2022. Signed and sealed before me.

Sandra Olivola
Sandra Olivola, Municipal Clerk

September 7, 2022
Dated

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

Heather Barkenbush
Heather Barkenbush, CMFO

September 7, 2022
Dated

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

And the

BOROUGH OF WOODLAND 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 August, 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 Woodland Park, a body politic and corporate of the State of New Jersey (hereafter “Borough”), with its principal offices located at 5 Brophy Lane, Woodland Park, New Jersey 07424. Passaic County and the Borough of Woodland 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.** The term of this Agreement shall be five (5) years, commencing on July 1, 2022 and terminating on June 30, 2027 (hereafter “Initial Term”). The Parties herein can extend this Agreement for an additional five (5) years, in accordance with N.J.S.A. 40A:65-5, by adopting Resolutions extending the term of this Agreement (hereafter “Subsequent Term”). The Subsequent Term, as the case may be, shall commence on July 1, 2027 and terminate on June 30, 2032.
- III. **Termination.** This Agreement will continue in effect on the terms and conditions provided herein and shall continue until expiration of the Term, unless either Party terminates this Agreement, with or without cause, upon one hundred twenty (120) days’ notice to the other Party, providing said notice in accordance with this Agreement.
- IV. **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 an annual cost to the Borough as follows:

Year	Term	Cost
1	July 1, 2022 to June 30, 2023	\$72,869.33

2	July 1, 2023 to June 30, 2024	\$74,326.72
3	July 1, 2024 to June 30, 2025	\$75,813.25
4	July 1, 2025 to June 30, 2026	\$77,329.52
5	July 1, 2026 to June 30, 2027	\$78,876.11
Subsequent Term		
6	July 1, 2027 to June 30, 2028	\$80,453.63
7	July 1, 2028 to June 30, 2029	\$82,062.70
8	July 1, 2029 to June 30, 2030	\$83,703.96
9	July 1, 2030 to June 30, 2031	\$85,378.03
10	July 1, 2031 to June 30, 2032	\$87,085.60

- V. **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.
- VI. **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.
- VII. **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.
- VIII. **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.
- IX. **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.
- X. **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.
- XI. **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.

- XII. 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.
- XIII. 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
- XIV. 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.
- XV. 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.
- XVI. Miscellaneous.** It is the Borough's sole responsibility, including all expenses, to provide Qualified Secretary/Registrar and Animal Control Officer. Additionally, the County reserves the right to subcontract the terms of the services listed herein if the County's licensed Health Officer leaves the employ of the County.
- XVII. 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

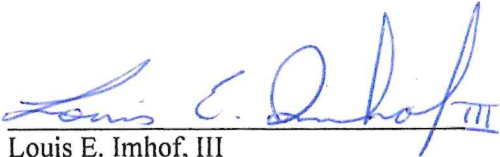
To: Borough of Woodland Park
Office of the Business Administrator
5 Brophy Lane
Woodland Park, NJ 07424

- XVIII. 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.
- XIX. 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.
- XX. 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.
- XXI. 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.
- XXII. 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.
- XXIII. 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.

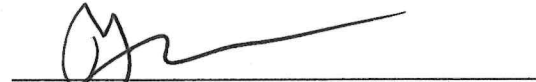
IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth below:

Attest:

COUNTY OF PASSAIC

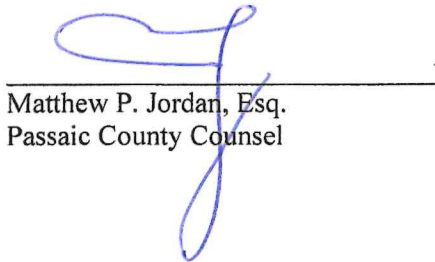


Louis E. Imhof, III
Clerk, Board of County Commissioners



Bruce James
Director, Board of County Commissioners

As to form and legality:




Matthew P. Jordan, Esq.
Passaic County Counsel

Attest:

BOROUGH OF WOODLAND PARK



Sandra Olivola
Municipal Clerk



Keith Kazmark
Mayor of the Borough of Woodland Park

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 twice 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 done in accordance with the provisions under N.J.A.C. 8:26-8.1 et seq. 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 Individual's 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. Spanish-language training shall be in person. All trainings will be two-to-three hours in length.
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.