
SHARED SERVICES AGREEMENT

by and between the

COUNTY OF PASSAIC

and the

BOROUGH OF BLOOMINGDALE

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 (“Agreement”), made and entered into on this day 30TH of AUGUST, 2024, by and between the County of Passaic, a body politic and corporate of the State of New Jersey (“County”), with its principal offices located at 401 Grand Street, Room 214, Paterson, New Jersey 07505 and the Borough of Bloomingdale, a body politic and corporate of the State of New Jersey (“Borough”), with its principal offices located at 101 Hamburg Turnpike, Bloomingdale, New Jersey 07403. The County of Passaic and the Borough of Bloomingdale 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(s) to provide or receive any services that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4; and

WHEREAS, the Borough desires to contract with the County for the furnishing of health services, in accordance with the Local Health Services Act, 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 set forth 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 ten (10) years, commencing on January 1, 2025 and terminating on December 31, 2034.
- 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 perform 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	January 1, 2025 to December 31, 2025	\$88,500.00
2	January 1, 2026 to December 31, 2026	\$90,712.50
3	January 1, 2027 to December 31, 2027	\$92,980.31
4	January 1, 2028 to December 31, 2028	\$95,304.80
5	January 1, 2029 to December 31, 2029	\$97,687.44
6	January 1, 2030 to December 31, 2030	\$100,129.62
7	January 1, 2031 to December 31, 2031	\$102,632.86
8	January 1, 2032 to December 31, 2032	\$105,198.68

9	January 1, 2033 to December 31, 2033	\$107,828.64
10	January 1, 2034 to December 31, 2034	\$110,524.35

- 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, et seq.
- VI. **Enforcement.** The County's Health Officer shall be the enforcement agent of the Borough for the Sanitary Laws of the State of New Jersey and for Ordinances adopted by the Borough. The Health Officer shall be available to review the Borough's proposed Ordinances prior to their effective date, 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%).
- VIII. **Required Court Appearances.** The County shall provide the appropriate personnel to appear in the appropriate venue to prosecute any violations of the public health laws of the Borough, County, and State of New Jersey, as set forth herein.
- IX. **Supervision.** Pursuant to N.J.A.C. 8:52, the County's Health Officer shall direct and supervise all public health activities of the Borough, including all employees engaged in public health activities.
- X. **Public Health Staff.** As soon as practicable, any employee of the Borough tasked with public health related duties shall inform the County's Health Officer or his/her designee of all emergencies, including but not limited to the spread of communicable diseases or natural disasters.
- XI. **Limitation on 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. By entering into this Agreement, neither the Borough nor the County intend 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 required under this Agreement.
- XII. **Compliance with Laws and Regulations.** The Borough and the County agree that each Party will, at its own cost 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 under this Agreement,

shall name the County 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 otherwise 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. At its own cost and expense, it is the Borough's sole responsibility 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.

XVII. Notice. All notices, reports, statements, requests, or authorizations required to be given 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
matthewj@passaiccountynj.org
401 Grand Street, Room 205
Paterson, NJ 07505

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

To: Borough of Bloomingdale
Office of the Business Administrator
msondermeyer@bloomingdalenj.net
101 Hamburg Turnpike
Bloomingdale, NJ 07403

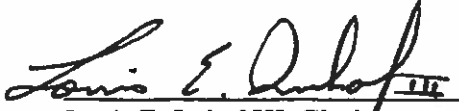
XVIII. Entire Agreement. This Agreement contains all terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter of this Agreement.


- XIX. Headings.** The Article and Section headings in this Agreement are included for reference only and are not intended to define or limit any scope of any provision of this Agreement.
- XX. Force Majeure.** If performance of any provision of this Agreement becomes impossible due to Force Majeure, the affected 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. For any 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 they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper and duly considered officials, this 30th day of August 2024.

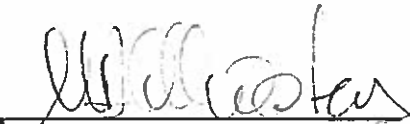
Attest:

COUNTY OF PASSAIC


Louis E. Imhof III, Clerk
Board of County Commissioners

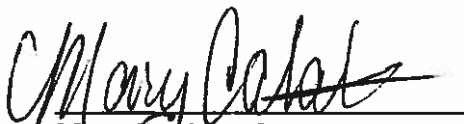

John W. Bartlett, Director
Board of County Commissioners


AS TO FORM AND LEGALITY:


Nadege D. Allwaters, Esq.
Passaic County Counsel

Attest:

BOROUGH OF BLOOMINGDALE


Mary Catalano, Secretary
Bloomington Board of Health


Marco Iglesias, President
Bloomington Board of Health

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 Borough of Bloomingdale Ordinances; supervise and manage public health personnel; complete annual reports or other documents as authorized and required by the New Jersey 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. At a minimum, there shall be two (2) health education programs offered each year, in the Spring and Fall in the school district and two (2) health education programs offered each year in the community. Moreover, the County:
1. Shall provide a comprehensive health education and health promotion program which is developed and overseen by a health educator and provides integrated support to the daily operation of the local health agency.
 2. Shall implement and evaluate culturally and linguistically appropriate population-based health education and health promotion activities that are developed in accordance with the Community Health Improvement Plan.
 3. Shall ensure that health education and health promotion services provide the core public health functions and the delivery of the 10 essential health services" at N.J.A.C. 8:52-3.2(a)1 through 10.
 4. Shall plan and develop health education programs and interventions regarding the uninsured, underinsured, immigrant, indigent, and other vulnerable populations within its jurisdiction.
 5. Shall inventory health promotion and health education services delivered by all agencies in their jurisdiction. This inventory shall compare the existing services with those outlined in the Community Health Improvement Plan in order to identify gaps, reduce duplication, and to identify opportunities for collaborative partnerships.
- 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 (including 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 New Jersey 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, including 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 of 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. 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), including 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), including 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 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 staff of food establishments at least once per year. Training will be provided in the Borough of Bloomingdale contingent on available space or at the Passaic County Public Safety Academy in Wayne. Training may be open at the Provider's discretion to other municipalities contingent on available space. The 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 as indicated in the Recipient's emergency management plans. The Borough of Bloomingdale 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's Municipal Building for a minimum of two (2) days per week, in four (4) hour intervals. Moreover, the County:

1. Shall provide comprehensive public health nursing services that provide integrated support to the daily operation of the local health agency.
2. Shall ensure that public health nursing practice provides the core public health functions and the delivery of the 10 essential public health services. These services shall be developed and overseen by a public health nurse and shall include, but not be limited to: Assessing and identifying populations at risk; Providing outreach and case finding using population-based services; Using systematic, relevant data collection from public health nursing practice for community health assessment; Using case information and epidemiological methods to link epidemiology and a clinical understanding of health and illness; Developing and implementing health guidance, counseling, and educational plans using the established nursing process; Providing health plans to assure health promotion efforts that include primary clinical prevention and early intervention strategies; Using the nursing process and triage to determine priorities for interventions and services based on risk assessment and community needs especially for underserved populations; Advocating policies and funding that create clinical programs and improve health status; Establishing procedures and processes which ensure competent implementation of prevention measures and treatment schedules; Providing clinical preventive services, including clinical screenings and preventive care; Facilitating access to care through the use of nursing assessment, referral for risk reduction, prevention, restorative, and rehabilitative services, and the establishing clinical programs and services; Participating in all components of communicable disease prevention and control, including clinical surveillance, case identification, and treatment; Planning,

developing, and initiating interdisciplinary nursing plans for care and case management; Establishing and maintaining written procedures and protocols for clinical care; and Identifying, defining, coordinating, and evaluating enhanced clinical services for complex populations and special risk groups

3. Shall ensure planning and developing public health nursing programs and interventions related to the uninsured, underinsured, immigrant, indigent, and other vulnerable populations.
4. Shall ensure the coordination of public health nursing services which are delivered by all agencies in their county as described in the Community Health Improvement Plan so as to identify gaps, provide continuity of services, and reduce duplication.

County of Passaic

Board of County Commissioners



OFFICE OF COUNTY COMMISSIONERS

Director John W. Bartlett
 Deputy Director Cassandra "Sandi" Lazzara
 Orlando Cruz
 Terry Duffy
 Nicolino Gallo
 Bruce James
 Pasquale "Pat" Lepore

401 Grand Street
Paterson, New Jersey 07505
Tel: 973-881-4402
Fax: 973-742-3746

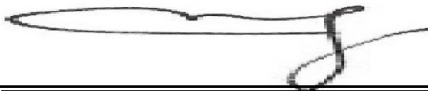
Matthew P. Jordan, Esq.
 Administrator
 Nadege D. Allwaters, Esq.
 County Counsel
 Louis E. Imhof, RMC
 Clerk Of The Board

Date: Aug 13, 2024 - 5:30 PM

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF BLOOMINGDALE FOR PUBLIC HEALTH SERVICES, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

THIS RESOLUTION WAS REQUESTED BY:
 HEALTH

REVIEWED BY:



Matthew P. Jordan, Esq.

APPROVED AS TO FORM AND LEGALITY:



Nadege D. Allwaters, Esq.

Official Resolution#	
Meeting Date	8/13/2024
Introduced Date	8/9/2024
Adopted Date	
Agenda Item	45.
CAF#	
Purchase Req. #	
Result	

Health and Human Services

COMMITTEE NAME

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE BOROUGH OF BLOOMINGDALE FOR PUBLIC HEALTH SERVICES, PURSUANT TO N.J.S.A. 40A:65-1, ET SEQ.

WHEREAS, the County of Passaic (“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 (“Board”) is vested with managing the property, finances, and affairs 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(s) 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 Passaic County Health Officer is recommending to enter into a Shared Services Agreement with the Borough of Bloomingdale, which is attached hereto and made part of this Resolution, whereby the Passaic County Department of Health Services will provide public health services to Bloomingdale for a ten (10) year contract term, commencing on January 1, 2025 and terminating on December 31, 2034, in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, this matter was discussed by the Health & 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., the Board of County Commissioners of the County of Passaic authorizes the attached Shared Services Agreement by and between the County of Passaic and the Borough of Bloomingdale, whereby the Passaic County Department of Health Services will provide public health services to the Borough of Bloomingdale for a ten (10) year contract term, commencing on January 1, 2025 and expiring on December 31, 2034, in accordance with the terms and conditions set forth in the Agreement.

LET IT BE FURTHER RESOLVED, that pursuant to N.J.S.A. 40A:65-4(b), this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

LET IT BE FURTHER RESOLVED, that the Clerk of the Board, County Counsel, County Administrator, Director of Health Services, and Director of the Board are authorized to take any action necessary to carry out the purpose of this Resolution.

**BOARD OF HEALTH
BOROUGH OF BLOOMINGDALE**

**RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE
BOARD OF HEALTH & COUNTY OF PASSAIC FOR PUBLIC HEALTH SERVICES**

WHEREAS, enacting the "Uniform Shared Services and Consolidation Act," N.J.S.A. §40A:65-1 et seq., the New Jersey Legislature has permitted municipalities to enter into agreements to provide or receive services from one another to reduce municipal expenses; and

WHEREAS, accordingly, the Bloomingdale Board of Health desires to contract with the County of Passaic for the furnishing of health services, in accordance with the Local Health Services Act, N.J.S.A. 26:3A2-1, et seq.; and.

WHEREAS, the term of this agreement shall be ten (10) years, commencing on January 1, 2025 and terminating of December 31, 2034.

NOW, THEREFORE, BE IT RESOLVED that the Bloomingdale Board of Health, in the County of Passaic, State of New Jersey, does hereby authorize a shared service agreement with the County of Passaic for Public Health Services.

BE IT FURTHER RESOLVED pursuant to N.J.S.A. 40A:65-5, the County and the Borough each shall adopt resolutions authorizing entry into this Agreement; copies of which are to be made part of this Agreement.

ADOPTED at the Regular meeting of the Bloomingdale Board of Health, County of Passaic held on August 5, 2024.



Marco Iglesias, President

August 5, 2024