

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2018-297

Council Meeting Date: 12-17-2018

Date Adopted: 12-17-2018

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND THE TOWN OF WESTFIELD FOR PROFESSIONAL HEALTH SERVICES FOR THE YEARS 2019-2021

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Madden.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the Town of Westfield and the Borough of New Providence for Professional Health Services, in the form attached hereto.

BE IT FURTHER RESOLVED, funding for the project is available in the following account:

9-01-27-330-201-000000	\$58,890.00	2019
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BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of New Providence in the County of Union and State of New Jersey, that they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 17<sup>th</sup> day of December, 2018.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GENNARO	X			
GEOFFROY	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 17<sup>th</sup> day of December, 2018.

Wendi B. Barry, Borough Clerk

WESTFIELD REGIONAL HEALTH - CONTRACT HEALTH SERVICES  
2019 Budget Proposal

ACCOUNT #	DESCRIPTION	NEW PROVIDENCE
<b>SALARY</b>		
152-101 HO	HEALTH OFFICER	\$6,500
152-101 RN	PUBLIC HEALTH NURSE SUPV.	\$3,525
152-101 P REHS	PRINCIPAL REHS	\$5,908
152-101 Sr REHS	Sr. REHS (CWA)	\$6,493
152-101 Sr REHS	Sr. REHS (CWA)	\$4,356
152-101 REHS	REHS (CWA)	\$6,959
152-101 Su REHS	REHS (CWA)	\$0
152-101 SECTY - M	Sr. SECRETARY (CWA)	\$1,631
152-101 SECTY - L	SECRETARY (CWA)	\$815
152-101 RN	PUB. HLTH RN / HLTH ED / Per Diem	\$1,154
152-101 REHS	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST / Per Diem	\$2,844
	<b>SUB-TOTAL SALARIES</b>	<b>\$39,985</b>
<b>FRINGE, PER DIEM &amp; STIPENDS</b>		
152-101 HO	HEALTH OFFICER (FRINGE 31%)	\$1,950
152-101 RN	PUBLIC HEALTH NURSE SUPV. (FRINGE 31%)	\$1,092
152-101 P REHS	PRINCIPAL REHS (FRINGE 31%)	\$1,832
152-101 Sr REHS	Sr. REHS (FRINGE 31%) TM	\$2,012
152-101 Sr REHS	Sr. REHS (FRINGE 31%) HM	\$2,012
152-101 REHS	Sr. REHS (FRINGE 31%) JP	\$2,157
152-101 REHS	Sr. REHS (FRINGE 31%) Su	\$0
152-101 Sr SECTY	Sr. SECRETARY (FRINGE 31%)	\$504
152-101	Sr. SECRETARY S	\$0
152-101	SECRETARY S	\$0
	<b>SUB-TOTAL FRINGE, PER DIEM &amp; STIPENDS</b>	<b>\$11,559</b>
	<b><u>SUB-TOTAL SALARY &amp; WAGES</u></b>	<b><u>\$51,544</u></b>
<b>OPERATING</b>		
154-203	CONF.	\$400
154-203 RN	CONF. RN	\$0
154-212	LABORATORY ENVIRONMENTAL	\$200
154-212 RN	LABORATORY RN	\$0
154-213	<b>PEST CONTROL</b>	<b>\$1,685</b>
154-214 RN	MD / W CHILD HEALTH CLINIC/SUPPLIES	\$1,200
154-215	HEALTH EDUCATION	\$300
154-215 RN	NURSING SUPPLIES	\$60
154-215 TB/STD	<b>TB / STD SERVICES (PER ASSESSMENT)</b>	<b>\$979</b>
154-216	TABE	\$160
154-217	COMMUNICATIONS	\$500
154-219 RN	ADMINISTRATION / OFFICE SUPPLIES / AUTO RN	\$216
154-219 REHS FGMI	ADMINISTRATION / OFFICE SUPPLIES / AUTO REHS	\$1,657
	<b><u>SUB-TOTAL OPERATING</u></b>	<b><u>\$7,346</u></b>
	<b>2019 CONTRACT HEALTH SERVICES</b>	<b>\$58,890</b>
	2018 CONTRACT HEALTH SERVICES	\$57,735
	% contract change for 2019	2.00%
	<b>Total Change for 2019</b>	<b>\$1,155</b>

As of 11/26/18  
Note--no TB figures as of 11/26/18

no PHN services

## SHARED SERVICES AGREEMENT

**THIS AGREEMENT** made this 1st day of January, 2019, by and between the TOWN OF WESTFIELD, a municipal corporation of the State of New Jersey, having an address of 425 East Broad Street, Westfield, New Jersey 07090 (hereinafter referred to as “Westfield”) and the NEW PROVIDENCE BOARD OF HEALTH, having an address of 360 Elkwood Avenue, New Providence, New Jersey 07974 (hereinafter referred to as “Recipient”).

### WITNESSETH:

**WHEREAS**, there is a mutually beneficial opportunity to further improve the efficiency of public health services for the Town of Westfield and the Borough of New Providence (hereinafter referred to as the “Municipalities”, and each a “Municipality”), while protecting the health, safety, and welfare of municipal residents and reducing the costs of delivering these services for the respective local governments; and

**WHEREAS**, the parties have determined it to be in their mutual best interests to provide for shared Public Health Services (as defined below) with Westfield Board of Health as the lead agency; and

**WHEREAS**, this Agreement is being entered into in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

**NOW, THEREFORE**, in consideration of the premises and the terms and conditions hereinafter set forth, the parties agree as follows:

1. Scope of Services.

(a) Westfield agrees, through the Westfield Regional Health Department, to provide Recipient with public health services in compliance with Chapter 52, N.J.A.C. 8:52-1.1 et seq., Public Health Practice Standards of Performance for Local Boards of Health in New Jersey

(hereinafter referred to as “Public Health Services”), except those services which remain the responsibility of Recipient pursuant to paragraph 1 hereof.

(b) The Recipient designates the Health Officer employed by Westfield (hereinafter referred to as the “Health Officer”) as the full-time Health Officer of the Recipient for all public health services and activities. Westfield shall be the primary employer of the Health Officer.

(c) The Health Officer shall direct and supervise all public health activities, inspections, clinics, and health education services as required by the needs of Recipient in meeting the above standards.

(d) The Health Officer shall direct and supervise all public health activities of the Borough of New Providence.

(e) The Health Officer may delegate activities to customary personnel such as nurses, environmental health specialists, health educators and any others, including employees of New Providence, as may be required to carry out core activities that satisfy the requirements of N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.

(f) The Health Officer shall advise and assist the Recipient and its legal department with respect to violations of and compliance with public health statutes and ordinances.

(g) Westfield, or its designee, and the recipient, or its designee, shall meet jointly as may be requested by either party and mutually agreed upon. Joint conferences may be called to address mutual problems, concerns and/or needs, objectives, methods of obtaining objectives and an evaluation of accomplishments. Additionally, the Health officer or his/her

designee shall attend regular and special meetings of the Recipient and provide periodic activity reports.

(h) Recipient shall insure that the current level of state-licensed, certified, or authorized public health professionals in New Providence shall be continued throughout the term of this Agreement.

(i) Recipient shall continue to be responsible for its own insurance, repairs, maintenance, or replacement of any damaged or unusable apparatus, vehicles, and inspection equipment utilized in connection with Public Health Services provided during the term of this Agreement.

(j) Recipient shall be responsible for collecting all license fees, permit fees, inspection fees and other fees in connection with the performing of Public Health Services hereunder. Recipient acknowledges that the Health Officer has ultimate authority to approve or deny all licenses and permits.

2. Recordkeeping. The Health Officer shall be responsible for maintaining all records of services performed by the health department. Recipient shall maintain records of all health service related ordinances and resolutions adopted, except if the Health Officer acts as board secretary. Except for Child Health Clinic medical records which will be held for ten (10) years, and thereafter turned over to Recipient, the Health Officer shall maintain all records for four (4) years, and thereafter, shall turn the records over to Recipient for maintenance and/or destruction as required by law.

3. Term of Agreement.

(a) This Agreement shall commence on January 1, 2019 and shall remain in effect for a period of three (3) years.

(b) Either party may terminate this Agreement on one-hundred eighty (180) day notice to the other. The terminating party shall provide written notice of its election to terminate the Agreement, with a certified copy of a Resolution authorizing same, and this Agreement shall terminate one-hundred eighty (180) days after receipt of the notice. All amounts due shall be adjusted and pro-rated through the date of termination.

(c) This Agreement shall become effective only upon passage of an authorized resolution or ordinance by the Municipalities and/or respective Board of Health as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

4. Compensation.

(a) Recipient agrees to pay Westfield the sum of \$58,890 for the Public Health Services provided by Westfield for 2019. Payments shall be made quarterly on the fifteenth day of each February, May, August and November during the term of this Agreement. The quarterly required payments for 2019 are accordingly \$14,722.50.

(b) In 2020 and 2021, the annual fee shall be increased by the sum of (i) the lesser of: (A) two (2%) percent; or (B) the percentage increase in the salaries of Westfield Regional Health Department employees under the collective bargaining agreement over the prior year; and (ii) the cost of any additional services requested by Recipient that were not requested in the first year of the term of this Agreement.

(c) If Recipient fails to make any quarterly payment within forty five (45) days of its due date, Recipient shall pay to Westfield a late charge equal to four (4%) percent of the amount which is delinquent.

5. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach thereof, shall, upon the

request of any party involved, first be submitted to non-binding mediation in accordance with procedures agreed upon by the parties. If the dispute is not resolved through mediation within forty-five (45) days of the initial request for mediation, then the parties shall have all rights and remedies as permitted by law. In the event the dispute involves the payments required during a renewal term and mediation is unsuccessful, either party can terminate this Agreement upon thirty (30) days written notice, but in no event sooner than the expiration of the then current term.

6. Extraordinary Duties. Notwithstanding any provision herein to the contrary:

(a) Any and all additional services provided by Westfield, as authorized by the New Providence Board of Health, including, but not limited to, pest control, extra inspection and nursing hours, environmental complaint response hours, additional requested clinics, the costs of biological and chemical laboratory work and supplies for the purposes of testing drinking and bathing water, stream pollution, foods and sewage treatment, shall be borne and paid for by the Recipient.

(b) In the event of an emergency which requires extraordinary and unanticipated public health services, such as mass inoculation of the population against biological agents or other response to chemical exposure, bio-terrorism or other disaster, such services performed by Westfield shall be the financial obligation of the Recipient, and the Recipient shall pay Westfield for such services in addition to the compensation to be paid by the Recipient under paragraph 4 hereof. New Providence Board of Health shall be notified as soon as practical when such emergency occurs advising of the circumstances surrounding the emergency and the approximate cost associated with said emergency services.

(c) In the event that the State of New Jersey changes its requirements or imposes additional requirements in the provision of Public Health Services and the scope of

services hereunder would significantly increase as a result, Westfield shall not be responsible to cause said additional services to be rendered except through an amendment to this Agreement.

7. Miscellaneous.

(a) All notices, reports, or other documents required by this Agreement shall be hand-delivered or mailed by certified mail, return receipt requested, as follows:

If to Westfield:  
Town of Westfield  
425 East Broad Street  
Westfield, New Jersey 07090  
Attention: James Gildea, Town Administrator

With a copy to:  
Westfield Board of Health  
425 East Broad Street  
Westfield, New Jersey 07090  
Attention: Megan Avallone, Health Officer

If to Recipient:  
New Providence Board of Health  
360 Elkwood Avenue  
New Providence, New Jersey 07974

With a copy to:  
Borough of New Providence  
360 Elkwood Avenue  
New Providence, New Jersey 07974  
Attention: Douglas Marvin, Borough Administrator

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

(c) Neither party may assign this Agreement without the written consent of the other.

(d) This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

(e) In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the municipalities as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

(f) Westfield shall have the right to enter into similar agreements with other municipalities or other municipal boards of health to provide Public Health Services during the term of this Agreement.

(g) In the event Recipient is subject to civil service requirements, it shall be responsible to file and obtain approval of any required employment reconciliation plan with the State Department of Personnel.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and attested as of the day and year first written above.

**ATTEST:**

**TOWN OF WESTFIELD**

\_\_\_\_\_  
Township Clerk

By: \_\_\_\_\_  
Mayor

**WESTFIELD BOARD OF HEALTH**

\_\_\_\_\_  
**Secretary**

By: \_\_\_\_\_  
**President**

**NEW PROVIDENCE BOARD OF HEALTH**

\_\_\_\_\_  
**Secretary**

By: \_\_\_\_\_  
**President**

**APPROVED:**

**BOROUGH OF NEW PROVIDENCE**

**ATTEST:**

\_\_\_\_\_  
**Borough Clerk**

By: \_\_\_\_\_  
**Mayor**