SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 28th day of June, 2017, 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 BOROUGH OF CHATHAM, having an address of 54 Fairmount Avenue, Chatham, New Jersey 07928 (hereinafter referred to as “Chatham Borough”).

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 Chatham (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 Chatham Borough 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” as set forth on Exhibit A attached hereto), except those services which remain the responsibility of Chatham Borough pursuant to paragraph 1 hereof.

(b) Chatham Borough designates the Health Officer employed by Westfield (hereinafter referred to as the “Health Officer”) as the full-time Health Officer of Chatham Borough 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 Chatham Borough in meeting the above standards.

(d) The Health Officer shall direct and supervise all public health activities and health service employees of Chatham Borough.

(e) The Health Officer may delegate activities to customary personnel such as nurses, environmental health specialists, health educators and any others, including employees of Chatham Borough, 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 Chatham Borough and its legal department with respect to violations of and compliance with public health statutes and ordinances.

(g) The Health Officer or his/her designee shall attend regular and special meetings of the Board of Health of Chatham Borough and provide periodic activity reports.
(h) Chatham Borough shall ensure that the current level of state-licensed, certified, or authorized public health professionals in Chatham Borough shall be continued throughout the term of this Agreement.

(i) Chatham Borough 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) Chatham Borough shall be responsible for collecting and retaining all license fees, permit fees, inspection fees and other fees in connection with the performing of Public Health Services hereunder. Chatham Borough 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. The Chatham Borough Clerk shall maintain records of all health service related ordinances and resolutions adopted, except if the Health Officer acts as secretary of the Board of Health. Except for Child Health Clinic medical records which will be held for ten (10) years, and thereafter turned over to Chatham Borough, the Health Officer shall maintain all records for four (4) years, and thereafter, shall turn the records over to the Chatham Borough Clerk for maintenance and/or destruction as required by law.

3. **Term of Agreement.**

(a) This Agreement shall commence on July 10, 2017 and shall terminate on December 31, 2020.

(b) This Agreement shall be deemed automatically renewed for successive three year terms (hereinafter each referred to as the “Renewal Term”), without any action by either
party, unless Chatham Borough or Westfield provides written notice of its intent to terminate the Agreement as of the then termination date, together with a certified copy of a Resolution authorizing same, at least six (6) months prior to the then termination date. Upon renewal, all terms and conditions of this Agreement shall be deemed to remain in effect, except that the payments required hereunder shall be equitably adjusted to reflect changes in the costs of providing services. In the event the parties are unable to reach agreement, the issue shall be resolved pursuant to arbitration per Paragraph 6 hereof.

(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.


(a) Chatham Borough agrees to pay Westfield the sum of $41,970.50 for the Public Health Services provided by Westfield for the period July 10, 2017 through December 31, 2017. Payments of $20,985.25 each shall be made on August 15, 2017 and November 15, 2017.

(b) In 2018, Chatham Borough agrees to pay Westfield an annual fee equal to $83,941.00 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 Chatham Borough that were not requested in the first year of the term of this Agreement, and further adjusted by any increases or decreases in third party vendor costs.

(c) In 2019 and 2020, the annual fee shall be equal to the annual fee paid in the prior year 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 Chatham Borough that were not requested in the first year of the term of this Agreement, and further adjusted by any increases or decreases in third party vendor costs.

(d) In 2018 through 2020 and thereafter if the Agreement is renewed, payment of the annual fee shall be paid in equal quarterly installments on the fifteenth day of each February, May, August and November during the term of this Agreement. If Chatham Borough fails to make any quarterly payment within thirty days of its due date, Chatham Borough shall pay to Westfield a late charge equal to four (4%) percent of the amount which is delinquent.

5. **Insurance; Indemnification**

(a) During the term of this Agreement, Chatham Borough shall carry and maintain general liability and automobile liability coverage in the amount of one million dollars ($1,000,000), and shall add Westfield and the Westfield Regional Health Department and their officers, employees and agents as additional insureds to its general liability and automobile liability insurance policies, including any excess/umbrella policies thereto, and provide evidence of same prior the commencement of the term of this Agreement. Chatham Borough agrees to provide Westfield with at least thirty (30) days advance written notice of any proposed cancellation of relevant insurance policies or of material changes to said policies. The parties agree that the Westfield Regional Health Department - Registered Nurses shall maintain individual Nurses malpractice liability insurance policies with coverage of at least one million dollars ($1,000,000).

(b) Chatham Borough shall indemnify and hold Westfield and the Westfield Regional Health Department and their officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the Public Health Services to the Chatham Borough, so long as the actions upon which the demand or claim, or
assertion of liability are founded, were performed in the course of carrying out official duties on behalf of the Chatham Borough, and were not the consequence of a criminal act. Such indemnification shall include payment of reasonable attorney’s fees and costs incurred in the defense of any claim made by a third person.

(c) In the event of a third-party claim, nothing herein shall be construed to waive or otherwise relinquish any claim, defense, or immunity available to Chatham Borough pursuant to law, including but not limited to those claims, defenses and immunities set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

6. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement or the validity, interpretation, enforceability or breach thereof, which is not settled by agreement between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in effect, and judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction. The parties agree to use the expedited rules of the AAA, including a hearing before one arbitrator. The parties hereby waive the jurisdictional limit of the expedited rules.

7. **Extraordinary Duties.** Notwithstanding any provision herein to the contrary:

(a) Any and all additional services provided by Westfield, 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 Chatham Borough in addition to the compensation to be paid by the Chatham Borough under paragraph 4 hereof.
(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 Chatham Borough, and the Chatham Borough shall pay Westfield for such services in addition to the compensation to be paid by Chatham Borough under paragraph 4 hereof. The current hourly rates for personnel are set forth on Exhibit B attached hereto, which rates shall be adjusted pursuant to the formula set forth in Paragraph 4(b) hereof.

(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.

8. 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 Chatham Borough:
Chatham Borough Board of Health
54 Fairmount Avenue
Chatham, New Jersey 07928
With a copy to:
Borough of Chatham
Attention: Stephen W. Williams, Acting Borough Administrator
54 Fairmount Avenue
Chatham, New Jersey 07928

(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 Chatham Borough 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
By:

WESTFIELD BOARD OF HEALTH
By:

APPROVED:

BOROUGH OF CHATHAM
ATTEST:

By:

By:

Borough Clerk
Mayor
RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT FOR LOCAL PUBLIC HEALTH SERVICES WITH THE TOWN OF WESTFIELD

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits a local unit of the State to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Chatham and the Town of Westfield ("Westfield"), in consultation with their respective Boards of Health, desire to contract with one another, whereby the Westfield Regional Health Department shall provide shared local public health services to the Borough in accordance with N.J.S.A. 26:3A2-1 et seq. and in compliance with N.J.A.C. 8:52-1.1 et seq., Public Health Practice Standards for Local Boards of Health in New Jersey, for the period commencing July 10, 2017 and ending December 31, 2020; and

WHEREAS, the Borough Council of the Borough of Chatham have determined that a shared services arrangement for local public health services with Westfield offers a beneficial opportunity to improve the efficiency of public health services for the Borough while protecting the health, safety and welfare of Borough residents and reducing the costs of delivering these services.

BE IT RESOLVED by the Council of the Borough of Chatham, in the County of Morris and the State of New Jersey, that the Mayor and Borough Clerk are authorized to enter into a shared services agreement for local public health services with Westfield for the period commencing July 10, 2017 and ending December 31, 2020; and

BE IT FURTHER RESOLVED, that all other Borough officials and employees are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

Adopted: May 8, 2017

Attest:

Robin R. Kline, Borough Clerk

BOROUGH OF CHATHAM

Bruce A. Harris, Mayor

CERTIFICATION

I, Robin R. Kline, Municipal Clerk of the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on May 8, 2017.

Robin R. Kline, MAS, RMC, CMR