

UNIFORM SHARED SERVICES AGREEMENT FOR LOCAL PUBLIC HEALTH SERVICES
WARREN COUNTY HEALTH DEPARTMENT

UNIFORM SHARED SERVICES AGREEMENT

BETWEEN ALPHA BOROUGH AND THE COUNTY OF WARREN

FOR LOCAL PUBLIC HEALTH SERVICES

Pursuant to the provisions of the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the Borough of Alpha (herein after, the **Municipality**) and the Board of Chosen Freeholders of the County of Warren (herein after, the **County**) entered into on this **23rd** day of April, 2013.

THIS AGREEMENT, pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 26:3A2-1 et seq.*, shall be for the purpose of ensuring a public health program in accordance with the *Public Health Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52* and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

THIS AGREEMENT consists of the terms written herein and the following Attachments:

ATTACHMENTS

Schedule A – County Fee Schedule

Schedule B – Municipal Ordinances

A. ADMINISTRATION:

1. The County's Health Department is designated the statutorily recognized local health agency for the Municipality.
2. The County's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Municipality for all public health services and activities.
3. The County Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*, within the municipality.
4. The County Health Officer shall report to the Municipality's Board of Health with respect to all public health activities pertaining to the Municipality.
5. The County Health Officer or his designee shall make periodic written reports, as may be reasonably required to the Municipal Board of Health and shall meet with the Municipal Board of Health as needed.

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6. The County shall be responsible for the issuance of public health licenses and permits as set forth in Schedule A – County Fee Schedule. The County will annually review license, permit and activity fees and may amend them as necessary by resolution.
7. The Municipality agrees to allow the County to collect and retain all fees for licenses, permits and other activities provided by the County Health Department as set forth in Schedule A County Fee Schedule.
8. To fulfill the requirements of this agreement, the County, through the actions of the County Health Officer, may designate qualified representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The County may subcontract with a third party for the performance of activities and services to the Municipality under this agreement.

B. SERVICES:

1. The County shall provide within the Municipality all of the public health activities which are required of the Municipality's Board of Health by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52 with the exception of the activities and services as set forth in Paragraph 2 below.
2. The Municipality shall be responsible for the following public health activities and services and understands that such services will not be provided by the County:
 - a. Administration and Support Services: The Municipality shall be responsible for the administration, support services and recordkeeping for the meetings and activities of its local Board of Health.
 - b. Vital Records and Statistics: The Municipality shall be responsible for the maintenance and registry of all vital records and statistics as set forth in N.J.S.A 26:8, *Registration of Vital Statistics*.
 - c. Rabies and Zoonosis Control: The Municipality shall be responsible for its own Animal Control Program and all activities under N.J.A.C. 8:52 Appendix II Communicable Disease Activities – "*Rabies and Zoonosis Control*" except the following services that shall be provided by the County:

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- i. Inspections of kennels, pet shops, shelters and pounds [N.J.A.C. 8:52 Appendix II Rabies and Zoonosis Control (a) 3]
 - ii. Investigation of animal bites [N.J.A.C. 8:52 Appendix II Rabies and Zoonosis Control (a) 4]
 - iii. Ensuring the transport of rabies samples [N.J.A.C. 8:52 Appendix II Rabies and Zoonosis Control (a) 5]
 - iv. Inspection of records of dealers in psittacine birds [N.J.A.C. 8:52 Appendix II Rabies and Zoonosis Control (a) 7]
- d. Housing. To the extent that any relocation assistance is required for inhabitants of structures declared unfit, the cost and expense of preparing plans and providing relocation shall remain the responsibility of the Municipality.
- e. Installation and Alteration of Plumbing. The Municipality shall be responsible for the regulation of the installation and alteration of plumbing.
3. The County shall assist in the enforcement of Municipal Ordinances concerning public health standards that have been reviewed and approved by the County and attached to this agreement as Schedule B. The Municipality shall consult with the County Health Officer during the development and prior to the adoption of any new public health ordinance or amendments to any existing public health ordinance.
4. The County, at its option, may engage in providing public health activities and services beyond those required under N.J.A.C. 8:52.

C. INSURANCE, INDEMNIFICATION & HOLD HARMLESS

1. The Municipality agrees to provide an insurance certificate naming the County, its elected officials, employees, contractors, agents, volunteers and insurers" as additional insureds for public official, employment practices liability, automobile, and general liability with limits not less than \$5,000,000 per claim and \$10,000,000 aggregate.
2. The Municipality agrees to defend, hold harmless and indemnify the County from and against all claims, suits, demands, and losses of any kind arising out of performance of services set under this agreement to the full extent allowed by law to the extent such losses and claims arise out of the negligence, acts or omissions of the Municipality.

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D. FINANCIAL TERMS:

1. The County shall be responsible for all costs associated with the services the County agrees to provide in Section B. of this agreement. Pursuant to N.J.S.A. 40A:65-7(3) the estimated cost to the County to provide these services to all Warren County municipalities for the fiscal year 2012 is \$2,927,266. This funding is collected as part of the county general purpose tax levied and assessed annually as part of the total county budget.
2. The Municipality agrees to allow the County to collect and retain all fees for licenses, permits and other activities provided by the County Health Department as set forth in Schedule A County Fee Schedule. The County will annually review license, permit and activity fees and may amend them as necessary by resolution.

E. DURATION:

The term of this **Agreement** shall be for a period of ten (10) years. This Agreement is effective beginning on the _____ day of [MONTH, YEAR] and ending on the _____ day of [MONTH, YEAR].

F. EXTENSION OF TIME:

The terms of this **Agreement** shall be automatically extended for successive ten (10) year periods unless renegotiated or terminated by either party.

G. TERMINATION:

In accordance with the provisions set forth at N.J.S.A. 26:3A2-12, either party may terminate this **Agreement** after participation for not less than 2 years, by providing six (6) months advance written notification declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be via first class United States Postal Service certified and return receipt mail.

THIS AGREEMENT may not be altered, amended or discharged, except upon written notice between the parties.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this 23rd day of April, 20013.

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FOR: Borough of Alpha

ATTEST:



NAME Laurie A. Barton

TITLE Borough Clerk



NAME Edward Hanics

TITLE Mayor

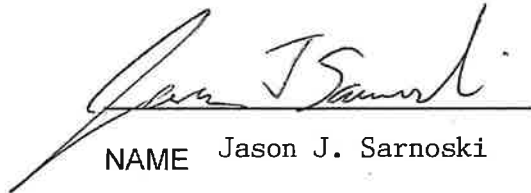
FOR: THE COUNTY OF WARREN, NEW JERSEY

ATTEST:



NAME Steve Marvin

TITLE County Administrator



NAME Jason J. Sarnoski

TITLE Freeholder

COPIES:

A copy of this signed **Agreement** shall be submitted to the New Jersey Department of Health and Senior Services, Division of Health Infrastructure Preparedness and Emergency Response, Office of Public Health Infrastructure, PO Box 360, Trenton, NJ 08625-0360.

Pursuant to the provisions set forth at N.J.S.A. 40A:65-4(b) a copy of this fully executed **Agreement** shall be filed, for informational purposes, by the local authorities with the NJ Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, PO Box 803, Trenton, NJ 08625-0803.