

**SHARED SERVICES AGREEMENT BETWEEN PENNINGTON BOROUGH,
MONTGOMERY TOWNSHIP, AND THEIR RESPECTIVE BOARDS OF
HEALTH FOR PUBLIC HEALTH SERVICES**

This Agreement, made this ____ day of _____, 2019, by and between the Borough of Pennington and the Pennington Borough Board of Health, having their principal place of business at 30 North Main Street, Pennington, NJ 08534, (collectively referred to as “Borough”), and the Township of Montgomery and the Montgomery Township Board of Health, having their principal place of business at 2261 Van Horne Road - Route 206 North, Belle Mead, NJ 08502 (collectively referred to as “Township”);

WHEREAS, the Township provides Public Health Services to its municipality in compliance with the standards set forth in NJSA 26:3A2-10, and NJAC 8:52-1.1, et seq.; and

WHEREAS, the Borough desires to have the Township provide Public Health Services for a fee, as more detailed below; and

WHEREAS, in consideration of payment described in this document, the Township is willing to provide such services according to NJSA 26:3A2-10, NJAC 8:52-1.1, et seq., and other applicable statutes and regulations,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by the parties hereto as follows:

A. SCOPE OF SERVICES.

1. Except as excluded from the Scope of Services pursuant to Section 12 of this Agreement, the Township will provide properly licensed personnel within the jurisdiction of the Borough to perform all services and activities and meet all the standards of performance and staffing required of a local board of health pursuant to N.J.S.A. 26:3A2-10 and the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* (revised) as set forth at N.J.A.C. 8:52-1.1, et seq. (“Practice Standards”), as hereinafter may be amended and supplemented from time to time. The required services, activities, and standards are set forth in the sixteen subchapters of the Practice Standards, which are incorporated herein by reference as if fully set forth at length.
2. The Borough shall designate the Township Health Officer to be the Borough’s Health Officer, and to serve as its general agent for the

enforcement of its ordinances and the Public Health laws of the State during the term of the Agreement.

3. The Township Health Officer and/or other professional staff from the Township Health Department will conduct investigations into violations of health-related ordinances, statutes, and regulations and will take the necessary enforcement actions to obtain compliance (including summons to Municipal Court when warranted).
4. The Township Health Officer and/or other professional staff from the Township Health Department will furnish the Borough's Board of Health with a written quarterly report of all services rendered by the Health Officer and staff, as well as a narrative on current and emerging local health issues. The Township Health Officer, or her designee, will attend quarterly meetings of the Borough's Board of Health, and will provide an annual report to the Borough's elected officials.
5. Any applicant for a health department-related license will file its application with the Borough and pay the appropriate license fee. These fees will be retained by the Borough. The completed license applications will then be electronically sent to the Township's Health Department for review, license issuance, and all necessary inspections.
6. The Township's Health Department will issue health-related licenses on behalf of the Borough, including retail food, temporary food sales, public recreational bathing facilities, child care, and other establishments subject to regulation under the New Jersey State Sanitary Code. The Township's Health Department will review and approve plans, perform necessary inspections (usually once or twice per year) and investigate any complaints related to these establishments. The Township Health Officer, or her designee, will advise the Borough's Board of Health of any immediate health hazard violations within 48 hours of the inspection and will initiate appropriate enforcement action to protect the public health.
7. During the term of this Agreement, any grants or aid awarded to the Borough for any purpose related to enhancing the public health beyond the scope of this Agreement shall be paid to the Township, and the Township shall be responsible for providing the funded service.

8. The parties recognize that responsibilities not addressed in the Practice Standards are often assigned to Health Departments to meet local priorities. The Borough shall consult with the Township Health Officer on a case-by-case basis as to whether such additional responsibilities fall within the scope of this agreement, and may negotiate additional services for an additional fee through a letter of agreement.
9. This Agreement does not create an employment relationship between the Township's Health Officer, and/or the professional staff from the Township Health Department, and the Borough. While performing duties in the Borough, the Township's Health Officer, and/or the professional staff from the Township's Health Department, shall be compensated according to the terms of their employment with the Township.
10. While on duty rendering assistance to the Borough, to the extent permitted by law, the Township's Health Officer, and/or the professional staff from the Township Health Department, shall have the same powers, authority and immunities as Borough personnel, and shall act as the Borough's agent, pursuant to N.J.S.A. 40A:65-7(d).
11. Tobacco Age of Sale Enforcement. The Health Department will provide annual Age of Sale Enforcement to licensed tobacco/Electronic Smoking Device establishments.

B. EXCLUSIONS.

12. The Township will specifically not be responsible for providing the following services to the Borough:
 - **Responsibilities of Mercer County Division of Public Health**, including County Environmental Health Act. Although not responsible for providing the services, the Township Health Officer will assure the Borough has access to these services.
 - **NJLINCS, including, but not limited to, bioterrorism grant-related activities and emergency communication system or successor programs.** These programs are administered by Mercer County, but the Township Health Officer, pursuant to N.J.A.C. 8:52-3.4, will assure that the Borough participates in these services.
 - **Registrar of Vital Statistics.** Each municipality shall provide its own Registrar service

- **Animal Control, other than potential human exposure to rabies.** The provision of animal control services is addressed under a separate shared services agreement between the Township and Borough.
- **NJ Right to Know, Blood-Borne Pathogens Standard, and other PEOSIA program administration.** The Township Health Officer, upon request, will provide technical consultation on occupational safety issues for Borough staff to implement. Actual training and program administration can be obtained from the Township at a rate of \$50 per hour after the execution of a separate shared services agreement or letter of agreement.

C. EFFECTIVE DATE/TERMINATION.

13. This Agreement is for a 3-year period, beginning on January 1, 2020 and ending on December 31, 2022. Each party shall notify the other in writing 60 days before the expiration of this Agreement if it desires to renew the Agreement.

D. FEES.

14. The Borough shall pay the Township at the following rate for the services described in this Agreement:

January 1, 2020 - December 31, 2020:	\$44,680.00
January 1, 2021 - December 31, 2021:	\$45,570.00
January 1, 2022 - December 31, 2022:	\$46,480.00

15. Fees shall be paid in two equal installments, the first no later than February 1 and the second no later than August 1 of each year that this Agreement is in effect.

E. LIABILITY/HOLD HARMLESS.

16. Montgomery Township and Pennington shall each be responsible for their own negligent acts and omissions arising out of or relating to the performance of this agreement, consistent with the provisions of the New Jersey Tort Claims Act, NJSA 59:1-1 *et seq.* Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees and their successors and assigns, from and against all liability, claims, suits, demands, actions or causes of action of any kind and nature for any such negligent acts and omissions.

F. MISCELLANEOUS

17. This Agreement shall become effective upon the adoption of appropriate resolutions by the Township and Borough approving the terms and conditions set forth in this Agreement and authorizing the Mayor and Clerk to authorize this Agreement, and the approval of the New Jersey State Commissioner of Health. The Agreement may be executed in counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
18. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of the Agreement.
19. Any and all notices, pursuant to this Agreement, shall be in writing and shall be deemed given only if delivered personally, by certified mail, or by overnight mail.
20. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties.
21. The Township and the Borough represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.
22. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by a court to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so adjudged and the remainder of this Agreement shall be deemed valid and effective.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed the day and year first above written.

ATTEST:

BOROUGH OF PENNINGTON

Elizabeth Sterling, Clerk

Joseph Lawver, Mayor

ATTEST:

PENNINGTON BOROUGH BOARD OF HEALTH

, Board of Health President

ATTEST:

TOWNSHIP OF MONTGOMERY

Donna Kukla, Clerk

Sadaf Jaffer, Mayor

ATTEST:

MONTGOMERY TOWNSHIP BOARD OF HEALTH

Stephanie Carey, Health Officer

William Bucci, Board of Health President