

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING A SHARED SERVICES AGREEMENT WITH
MIDDLESEX COUNTY PUBLIC HEALTH DEPARTMENT
FOR HEALTH AND ENVIRONMENTAL SERVICES**

WHEREAS, pursuant to the Shared Services Act under N.J.S.A. 40A:65-1 *et seq.*, municipalities within the State of New Jersey are permitted to enter into agreements with other local units of government, including County agencies, for the provision of services; and

WHEREAS, the County of Middlesex Public Health Department offers health and environmental services of a technical and professional nature to municipalities operating under a Shared Service Agreement; and

WHEREAS, North Brunswick Township has previously used the County of Middlesex Public Health Department to carry out various public activities, including health and environmental services, and is desirous of continuing to have said services provided; and

WHEREAS, the current Shared Service Agreement expired on December 31, 2021 and the County of Middlesex Public Health Department has offered to continue such service for a two-year term, commencing January 1, 2021 and continuing until December 31, 2022; and

WHEREAS, Middlesex has offered a rate of \$103,576.74 for 2022 and a rate of \$105,648.27 for 2023; and

WHEREAS, the Mayor hereby make a recommendation to execute retro-active a contract for calendar year 2022 and holding on authorizing calendar year 2023 pending further review and discussion; and

WHEREAS, the Chief Financial Officer previously certified that \$51,788.37 is available for this purpose in the FY2022 Budget under Health OE Account 2-01-28-330-000-139 and the balance shall be made available subject to the appropriation of funds in the FY2023 budget year.

NOW, THEREFORE, BE IT RESOLVED, on this 6th of September 2022, the Township Council of the Township of North Brunswick, County of Middlesex, State of New Jersey, hereby authorizes:

1. The Mayor or Business Administrator to execute a Shared Service Agreement with the County of Middlesex Public Health Department to provide health and environmental services at a rate of \$103,576.74 for calendar year 2022; and
2. Prior to execution of Shared Service Agreement, the Township Attorney is authorized to review the agreement as to form; and
3. Said agreement shall commence retro-active January 1, 2022 and continue until December 31, 2022 unless either party exercises its right to terminate the agreement in accordance with the agreement.

CERTIFICATION

I, Cavel Gallimore, Chief Financial Officer, previously certified that \$51,788.37 is available for this purpose in the FY2022 Budget under Health OE Account 2-01-28-330-000-139 and the balance shall be made available subject to the appropriation of funds in the FY2023 budget year.

Cavel Gallimore
Chief Financial Officer

Lou Ann Benson
Director of Parks, Recreation &
Community Services

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to Legal Form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
GUADAGNINO				
ANDREWS				
SOCIO				
DAVIS				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on September 6, 2022.

Lisa Russo
Township Clerk

Ronald G. Rios
County Commissioner Director

Shanti Narra
County Commissioner Deputy Director

Claribel A. Azcona-Barber
Charles Kenny
Leslie Koppel
Chanelle Scott McCullum
Charles E. Tomaro
County Commissioners



Shanti Narra
Chairperson,
Public Safety & Health

John A. Pulomena
County Administrator

Joseph W. Krisza
Department Head

Lester Jones
Director – Health Officer

DEPARTMENT OF PUBLIC SAFETY & HEALTH
Office of Health Services

November 1, 2021

Ms. Lisa Russo, Municipal Clerk
Township of North Brunswick
710 Hermann Road
North Brunswick, New Jersey 08902

RE: Public Health Interlocal Services Contract

Dear Ms. Russo:

Enclosed please find one original Interlocal Health Services Contract for your municipality. This contract will continue to provide public health services and programs for your community for the period of January 1, 2022, through December 31, 2023, in the amount of \$103,576.74 for year 2022 and \$105,648.27 for year 2023.

Please have your governing body execute the enclosure and return to my office so a Resolution may be approved by the Middlesex Board of County Commissioners.

The executed Resolution and contract will be sent to you via email, so please advise the email you wish to use.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester Jones".

Lester Jones
Director – Health Officer



LJ/pk
Enclosure

35 Kennedy Boulevard, East Brunswick, NJ 08816
Phone: 732-745-3100 – TTY: 732-745-8994
Fax: 732-745-2568
www.middlesexcountynj.gov



THIS CONTRACT entered into this 1st day of January 2022,
between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey, having its principal office at, 75 Bayard Street, New Brunswick, New Jersey, hereinafter referred to as the “COUNTY” and the TOWNSHIP OF NORTH BRUNSWICK having its principal office at 710 Hermann Road, in the County of Middlesex and the State of New Jersey, hereinafter referred to as the “MUNICIPALITY”,

WITNESSETH:

WHEREAS, the County has created the Middlesex County Office of Health Services pursuant to N.J.S.A. 26:3A2-1 et seq., to provide an array of public health services; and

WHEREAS, the Municipality is desirous of contracting with the County for furnishing by the County to the Municipality health services of a technical and professional nature as more fully set forth below; and

WHEREAS, the parties to this contract are authorized to contract for said services pursuant to N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the parties, the parties do hereby mutually covenant and agree as follows:

1. The County shall provide properly licensed personnel within the territorial jurisdiction of the Municipality, to carry out the following public health activities:

- a. ADMINISTRATION
 - b. HEALTH EDUCATION
 - c. COUNTY ENVIRONMENTAL HEALTH ACT (CEHA)
ENVIRONMENTAL PROGRAMS
 - d. PUBLIC HEALTH NURSING
 - e. PUBLIC HEALTH INSPECTION
 - f. EPIDEMIOLOGY AND BIOTERRORISM
2. All of the above mentioned activities shall be provided in accordance with the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey as set forth at N.J.A.C. Title 8:52-1.1 *et seq.* and the regulations promulgated under the County Environmental Health Act (CEHA) N.J.A.C. 7:1H *et seq.*
 3. In addition to the above public health services, the County will continue to provide specialized grant services.
 4. In the event a particular public health service or activity exceeds the actual cost to provide said services, the Director shall have the discretion to determine whether the service or activity is necessary, shall be modified, may seek alternative funding or may engage in negotiations with the Municipality for the costs in excess of what is provided for in this Agreement.
 5. In the event that the County or the Director seeks to exercise its rights under paragraph 4 hereof, determining services are necessary and seeking costs in excess of what is provided for in this Agreement, the County

and/or Director shall provide written notice to the Municipality sixty (60) days in advance of any increased costs sought, at which time the Township of North Brunswick shall have the option to accept the increased costs, negotiate a mutual acceptable amount, or shall be permitted to explore and find an alternate method of delivery for said services and/or to terminate the agreement within the sixty (60) days thereof.

6. The term of this contract shall be for two (2) years commencing on January 1, 2022, and terminating on December 31, 2023, unless terminated earlier as provided for hereinafter.
7. The base cost for the provision of the aforesaid health services shall be as follows:

2022 - \$103,576.74
2023 - \$105,648.27

It is understood that the costs, as set forth above, reflect the actual cost to the County to provide the health services.

8. Should the Municipality utilize the early termination procedures set forth in Paragraph 12, then in that event, the Municipality shall pay to the County any increases in the cost to the County to provide said services in the year of termination. Said payment shall be made by the Municipality within thirty (30) days from the receipt from the County of a statement of such additional costs.

9. The Municipality shall designate during the life of this contract, the Director of the County Office of Health Services as the Health Officer of the of the Municipality, who shall be its general agent for the enforcement of the local

health ordinances and the laws, rules and regulations of the New Jersey Health Department.

10. The Director of the County Office of Health Services shall supervise and direct all public health activities and health employees of the Municipality.

11. Said Director or his representative shall attend the monthly meetings of the local Board of Health and shall report to the Committee on Health of the Board of County Commissioners at least annually. Copies of said report shall be furnished to the Municipality.

12. This contract may be terminated by either of the parties, upon written notice by the party desiring to terminate said contract. Such notice shall be given no later than 120 days prior to January 1st of each contract year.

13. The contract shall be subject to the approval of the State Commissioner of Health.

14. During the period that the County Office of Health Services provides health services as set forth above, any State aid received by the Municipality for such health services shall be paid to the County of Middlesex and deducted from the actual costs of services.

15. The obligations of the County and Municipality are subject to the availability and appropriation of funds.

16. The County of Middlesex and the Municipality shall save, protect, indemnify and hold harmless each other and their respective elected officials, officers and employees from any and all damages or claims for damages to persons or property,

including reasonable counsel fees and costs, which may result or arise from the actions, failure to act, negligence, and/or willful misconduct of their employees, agents or contractors under this Agreement, to the extent permitted and pursuant to the provision of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.* and the New Jersey Contractual Liability Act, N.J.S.A. 50:13-1 *et seq.*

17. This agreement and any amendments hereto, shall be subject to the formal approval by the Board of County Commissioners and the Municipal Council.

IN WITNESS WHEREOF, the County of Middlesex has caused this instrument to be signed by the Director of the Board of County Commissioners, attested by the Clerk of said Board, and its corporate seal to be hereunto affixed pursuant to a resolution of said Board passed for that purpose and said Municipality of North Brunswick, caused its proper officers to execute the same, pursuant to a Resolution passed for that purpose the day and year first written above.

ATTEST:

COUNTY OF MIDDLESEX

Amy R. Petrocelli, RMC
Clerk of the Board

By: _____
Ronald G. Rios
County Commissioner Director

Lisa Russo, Municipal Clerk

By: _____
Francis "Mac" Womack, Mayor