

## **SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** made this 1<sup>st</sup> day of January, 2025, 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 NEW PROVIDENCE, having an address of 360 Elkwood Avenue, New Providence, New Jersey 07974 (hereinafter referred to as "New Providence").

### **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 New Providence 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 New Providence pursuant to paragraph 1 hereof.

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

(d) The Health Officer shall direct and supervise all public health activities and health service employees 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 New Providence 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 New Providence and provide periodic activity reports.

(h) New Providence shall ensure 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) New Providence 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) New Providence 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. New Providence 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. New Providence shall maintain records of all health service-related ordinances and resolutions adopted. Except for Child Health Clinic medical records, which will be held for ten (10) years, and thereafter turned over to New Providence, the Health Officer shall maintain all records for four (4) years, and thereafter, shall turn the records over to the New Providence Clerk for maintenance and/or destruction as required by law.

3. Term of Agreement.

(a) This Agreement shall commence on January 1, 2025, and shall expire, unless terminated earlier as set forth herein, on December 31, 2029. Either party shall have the right to terminate this Agreement without cause after January 1, 2025, by providing six months advance written notice to the other party, including a certified copy of a Resolution authorizing same.

(b) This Agreement shall be deemed automatically renewed for successive five-year terms (hereinafter each referred to as the “Renewal Term”), without any action by either party, unless New Providence 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 their respective Boards of Health as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

4. Compensation.

(a) In 2025 New Providence agrees to pay Westfield an annual fee of \$72,924. (b) In 2026 through 2029, the annual fee shall be equal to the annual fee paid in the prior year increased by 5%. **The cost of Tuberculosis and Sexually Transmitted Infection services are excluded from the general cost increase formula and will be subject to negotiations based on vendor pricing.**

(c) In 2025 through 2029, 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 New Providence fails to make any quarterly payment within thirty days of its due date, New Providence 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, New Providence and Westfield shall carry and maintain general liability and automobile liability coverage in the amount of at least one million dollars (\$1,000,000), naming each other 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. New Providence and Westfield agree to provide each other with at least thirty (30) days advance written notice of any proposed cancellation of relevant insurance policies or of material changes to said policies. Registered nurses shall maintain individual Medical Malpractice liability insurance policies with coverage of at least one million dollars (\$1,000,000), listing New Providence and Westfield as additional named insured.

(b) New Providence 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 New Providence, 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 New Providence, 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) Westfield shall indemnify and hold New Providence and the New Providence Board of Health 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 New Providence, 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 New Providence and were not the consequence of a criminal act. Such indemnification shall include a payment of reasonable attorney's fees and costs incurred in the defense of any claim made by a third person.

(d) 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 New Providence or Westfield 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; a local or declared State public health emergency; a 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 New Providence in addition to the compensation to be paid by the New Providence 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 New Providence, and New Providence shall pay Westfield for such services in addition to the compensation to be paid by New Providence under paragraph 4 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 New Providence:

Borough of New Providence  
360 Elkwood Avenue  
New Providence, New Jersey 07974  
Attention: Bernadette Cuccaro, Borough Administrator

With a copy to:

New Providence Board of Health

360 Elkwood Avenue  
New Providence, New Jersey 07974

(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 New Providence 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:

m. lawshe  
Maureen Lawshe, Town Clerk

Megan Avallone  
Megan Avallone, Secretary

APPROVED:

ATTEST:  
Dee O'Dell  
New Providence, Borough Clerk

TOWN OF WESTFIELD

By: Michelle Brindle  
Michelle Brindle, Mayor

WESTFIELD BOARD OF HEALTH

By: Elizabeth Tammont  
Westfield Board of Health President

BOROUGH OF NEW PROVIDENCE

By: John Mycen  
New Providence, Mayor

WESTFIELD REGIONAL HEALTH - CONTRACT HEALTH SERVICES  
2025 Budget Proposal

ACCOUNT #	DESCRIPTION	NEW PROVIDENCE
SALARY		
152-101 HO	HEALTH OFFICER	\$6,895
152-101 AHO	ASSISTANT HO	\$3,705
152-101 RNS	PUBLIC HEALTH NURSE SURV.	\$5,740
152-101 P REHS	PRINCIPAL REHS	\$6,530
152-101 Sr REHS	Sr REHS (CWA) BP	\$7,885
152-101 REHS	REHS (CWA) LM	\$2,379
152-101 Su REHS	REHS (CWA) GK	\$2,000
152-101 Sr REHS	Sr REHS (CWA) GA	\$621
152-101 REHS	REHS (CWA) CC	\$1,555
152-101 REHS	REHS (CWA) RM	\$2,805
152-101 SECTY	Sr SECRETARY (CWA) LK	\$1,731
152-101 SECTY	SECRETARY (CWA) LA	\$2,864
152-101 RN	PUBLIC HEALTH RN BC	\$4,247
152-101 RN	PUBLIC HEALTH RN TBD	\$643
152-101 PD	REHS/RN PD	\$500
152-101 HLTH ED	HEALTH ED	\$6,015
	<b>SUB-TOTAL SALARIES</b>	<b>\$56,115</b>
FRINGE, PER DIEM & STIPENDS		
	<b>SUB-TOTAL FRINGE, PER DIEM &amp; STIPENDS</b>	<b>\$5,631</b>
	<b>SUB-TOTAL SALARY &amp; WAGES</b>	<b>\$61,746</b>
OPERATING		
154-203	CONF.	\$948
154-212	LABORATORY	\$210
154-213	PEST CONTROL	\$1,948
154-214 RN	MID / W CHILD HEALTH CLINIC/SUPPLIES	\$1,634
154-215 RN	HEALTH EDUCATION/CHRONIC ILLNESS	\$315
154-215 RN	NURSING SUPPLIES	\$358
154-216	TAKE	\$255
154-217	COMMUNICATIONS	\$625
154-219 RN	AUTOMOBILES	\$1,967
	<b>SUB-TOTAL OPERATING</b>	<b>\$8,260</b>
154-215 TB/STD	TB / STD SERVICES (PER ASSESSMENT)	\$1,518
	<b>SUB-TOTAL</b>	<b>\$70,006</b>
	<b>ADMINISTRATION FEE</b>	<b>\$1,400</b>
	<b>2025 CONTRACT HEALTH SERVICES</b>	<b>\$72,924</b>
	2024 CONTRACT HEALTH SERVICES	\$68,967
	change	\$3,957
	% change	5.74%
	CONTRACT START DATE	1/1/2025
	CONTRACT EXPIRES	12/31/2029