



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 11/05/12 07:00 PM

2012 RESOLUTION BUDGETS

PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION IN THE BUDGET CHAPTER 159/7

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

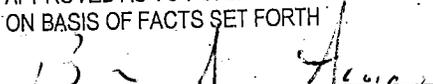
WHEREAS, said Director may also approve the insertion of any items of appropriation for equal amount; and

WHEREAS, after the 2012 budget was adopted, the Township of Bloomfield became informed of the availability of revenue in the amount of \$29,875.00 from the Township of West Milford - Account # 2-01-08-362-000.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Bloomfield hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2012 in the sum of \$29,875.00 as an anticipated revenue from the Township of West Milford - Public Health Service - Account # 2-01-08-362-000.

BE IT FURTHER RESOLVED, that a like sum of \$29,875.00 be and the same is hereby appropriated under the Budget of the Township of Bloomfield Township of West Milford - Account #2-01-40-312-011; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH


Director of Law - Township Attorney

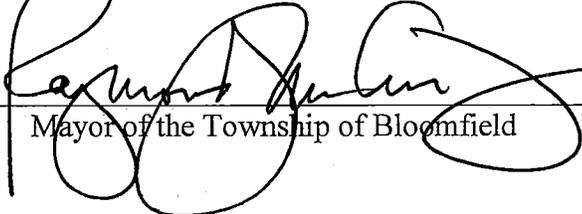
BE IT FURTHER RESOLVED, that two (2) certified copies of this resolution be filed with the Director of the Division of Local Government Services, Department of Community Affairs.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on November 05, 2012.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2224						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Approved	Bernard Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed						
<input type="checkbox"/> Tabled with No Vote						
<input type="checkbox"/> Discussed						
<input type="checkbox"/> Veto by Mayor						

Township of West Milford



Office of the Township Clerk
1480 Union Valley Road
West Milford, New Jersey 07480-1303
973-728-7000
FAX 973-728-2704

October 25, 2012

Township of Bloomfield
1 Municipal Plaza
Bloomfield, New Jersey 07003

ATTN: Ms. Karen Lore, Director of Health & Human Services

Re: Interlocal Agreement – Public Health Services

Dear Ms. Lore,

I herewith enclose your copy of the signed Agreement with the Township of West Milford for Local Public Health Services. I would ask that you provide the Township Clerk with a copy of this Agreement for her files.

Thank you for your Township's interest in providing this service for the Township of West Milford.

Very truly yours,

Denise M. Loeffel

Denise M. Loeffel
Assistant Municipal Clerk

cc: Health Officer
Treasurer
encl.

**INTERLOCAL AGREEMENT
BETWEEN TOWNSHIP OF WEST MILFORD
AND
TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH
FOR LOCAL PUBLIC HEALTH SERVICES**

In accordance with *N.J.S.A. 40:8A-1 et seq. Interlocal Services Act*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the Township of West Milford (hereinafter "Recipient") and the Board of Health of the Township of Bloomfield (hereinafter "Provider") entered into on this 5th day of September 2012.

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

THIS AGREEMENT shall adhere to all applicable local ordinances.

1. ADMINISTRATION:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth in *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services shall administer the local public health program within the Recipient municipality as set forth in *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
6. The Health Officer shall lead the investigation of any public health response to all public health emergencies, disasters and/or situations within the Recipient's municipality. The Health Officer and/or his designee shall be available to the Recipient's Emergency Management Coordinator during emergencies officially declared by the Recipient.

7. The Provider and its Health Officer shall respond 24/7/365 with a 3x3 redundancy back-up call down list (three (3) Health Department staff members with three (3) means of contact) for all emergencies, disasters and/or hazardous situations after a single 24/7/365 response by one (1) health department staff of the Recipient.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced Health Department 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 Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators, human service professionals, and any others as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements of *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* and *N.J.A.C. 8:7 Licensure of Persons for Public Health Positions*.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient's Health Department shall be under the administrative direction of the Health Officer. The Health Officer will be on site of the Recipient for fourteen (14) hours per week and shall provide additional administrative hours as needed. Services of other employees of Provider may be utilized as determined necessary by the Health Officer at no additional cost to the Recipient unless those services are rendered during overtime hours as approved by the Recipient's Township Administrator. Services rendered by those employees of Provider outside the hours of 8:30 a.m. to 4:30 p.m. on Monday through Friday or at the request of the recipient, during business hours shall be compensated in accordance with Paragraph F.2 below.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider's Health Officer shall verify that all staff are appropriately licensed and qualified to perform their assigned duties. If a need arises by the Recipient for replacement or an addition of a professional staff member, the Provider will be willing to negotiate to fill the position(s) with an individual(s) from the Providers staff, as an option to the Recipient employing a new staff member.
12. The Health Officer shall be accountable to the Recipient's Township Administrator with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Township Administrator and governing body with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer will accept the primary responsibility to attend regular and special meetings of the Recipient's Board of Health, and in the event of a conflict, vacation, sickness, etc. a designee shall be assigned to attend the meetings. After hour Meetings are limited to twelve (12) per year when conducted after business hours, 8:30 a.m. to 4:30 p.m. at no additional cost. Thereafter, meeting conducted after business hours in excess of twelve (12)

will be charged to the recipient at \$150.00 per meeting. There is no charge for meetings conducted during normal business hours of 8:30 a.m. to 4:30 p.m.

15. The Health Officer shall provide the Recipient with monthly performance and activity reports.
16. The Health Officer shall provide the Recipient with an annual report at the close of the calendar year.

B. SERVICES:

- A. Under the direction of the Health Officer all public health services required by *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* will be provided.
- B. Under the direction of the Health Officer all public health regulations and programs adopted by ordinance by the Recipient upon execution of this Agreement will be supervised and enforced.
- C. New public health programs, ordinances and ordinance amendments created or passed by the Recipient during the term of this Agreement must be provided within ten (10) days of adoption to the Provider by the Recipient unless agreed to otherwise.
- D. Any change to the terms and conditions of this Agreement requiring the Provider to provide services that alters the workforce/man hours needed for any new ordinances or programs the Recipient passes or creates, shall be subject to additional compensation over and above the stated contract amount.
- E. Services of the Provider's Division of Human Services are not available to the Recipient, unless services are requested at the hourly rate identified below in Financial Terms. If internally requested by the Provider's Health Officer no costs will be assigned to the Recipient.
- F. Any public health or public health emergency service ordered by a higher authority (Federal, State, etc.) will be provided by the Provider.

C. PUBLIC HEALTH PRIORITY FUNDING: PHPF

1. If PHPF becomes available, and if eligible, the Provider's Health Officer shall assume responsibility to timely complete the annual Public Health Priority Funding Application(s).
2. PHPF received by the Provider shall be used to partially offset public health programs meeting state standards.
3. Any Public Health Priority Funding received by the provider on behalf of the recipient shall be applied to offset the Recipients contract cost, with 900/0 of PHPF directed to the Recipient and the remaining 10% applied to the Provider.

D. INSURANCE:

1. The Provider will maintain liability, malpractice, worker's compensation and all mandated coverage for its employees.
2. The Recipient must maintain comprehensive general liability insurance and name the Board of Health of the Township of Bloomfield, the Township of Bloomfield and its agents as additional insured.
3. The Recipient shall hold the Provider harmless from any and all claims arising out of the performance of this contract by the Recipient, its agents, servants or employees including, but not limited to, claims for personal injury, property damage and worker's compensation, and agrees to reimburse the Provider for any and all costs, legal fees, claims and judgments which may be paid by the Provider arising out of the performance of this contract by the Recipient.

E. DURATION:

The 2012 calendar year shall be the initial term of this agreement, effective September 10, 2012, to December 31, 2012, as the Start Up and Implementation Phase.

The 2012 and 2013 Agreement continues on the 1st day of January 2013, ending on the 31st day of December 2014, for a two year term.

F. FINANCIAL TERMS:

Calendar year 2012 partial year contract cost: \$29,875.

Effective January 1, 2013 annual contract cost: \$79,650.

Effective January 1, 2014, annual contract cost: \$81,244.

1. Generally, the services under this Agreement will be performed during regular working hours, 8:30AM to 4:30PM, Monday through Friday. However, the Health Officer will be available for whatever services are necessary to perform his duties outside these hours without additional compensation. Services performed by other employees of the Provider on Weekends, Weekdays between the hours of 4:30PM and 8:30AM, and officially recognized Holidays of the Provider will constitute overtime services payable as described below.
2. The Recipient will reimburse the Provider for all overtime costs incurred resulting from the performance of this Agreement or for services outside the scope of this Agreement that are performed by the Provider at the specific request of the Recipient or other persons authorized by Recipient to act on its behalf. The Recipient will reimburse the Provider at the agreed overtime rate of the Provider, with a minimum charge of three (3) hours for any portion of the time within the first three (3) hours, for public health professionals assigned. In the event that an **overtime** call results in more than three (3) hours, the Recipient will reimburse the Provider at the hourly rate of \$62 for each additional hour provided. The **three (3) hour rate during after-hours as described herein for the contract period** is established at **\$185** for Professional Staff (environmental health specialists, nurses, health educators, human service professionals, and etc.). Any service requested by the recipient, for work during normal business hours by Professional staff and/or Supervisory Professional staff, excluding

the Health Officer, is at a rate of \$53 and \$78 per hour respectively during regular business hours. Any such requested hours must be approved by the Recipient's Township Administrator.

3. For the calendar year 2012, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$29,875 payable as follows: \$14,937.50 upon execution, and one (1) additional payments of \$14,937.50 payable at the beginning of November. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
4. For the calendar year 2013, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$79,650, payable as follows: four (4) quarterly payments of \$19,914 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
5. For the calendar year 2014, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$81,244 payable as follows: four (4) quarterly payments of \$20,311, payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
6. The Provider will bill the Recipient by invoice at the beginning of each quarter in accordance with the preceding paragraphs. Except when a contract begins out of a quarterly sequence, then the terms for the first invoice will be modified so the initial invoice is adjusted until quarterly invoicing begins as identified in this herein.

G. AUTOMATIC EXTENSION OF TIME AND RENEGOTIATION:

The terms of this Agreement shall be automatically extended for a successive one (1) year period unless renegotiated or terminated by either party at \$85,306.

Renegotiation: A new Agreement, inclusive of costs, must be presented to the Recipient not less than ninety (90) days prior to the contract expiration date, with the renegotiation period commencing one hundred twenty (120) days prior to the contract expiration date.

During the period of renegotiation, either party may terminate said Agreement by providing ninety (90) days advance written notification of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal.

During the automatic extension period, if notice of termination is not received by the expiration of the contract, the Provider will continue to provide services under the terms of the Agreement and automatically extend for one (1) year or until sixty (60) days notice of termination is provided by either party or an agreement for a contract extension is made.

Notification within this section shall be by first class United States Postal Service certified mail and return receipt or hand delivered.

H. TERMINATION:

Either party may terminate this Agreement during the contract period by providing ninety (90) days advance written notification by certified mail of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal.

I. COPY:

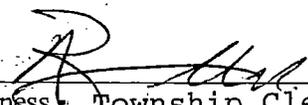
A copy of this signed Agreement shall be submitted to the New Jersey Department of Health, Division of Health Infrastructure Preparedness and Emergency Response, Office of Public Health Infrastructure, in accordance with the Public Health Practice Standards, by the Provider.

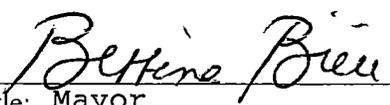
IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this ____ day of September, 2012.

ATTEST:

RECIPIENT:

TOWNSHIP OF WEST MILFORD

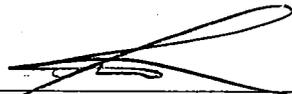

Witness Township Clerk


Title: Mayor

Date: 10/24/2012

PROVIDER:

TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH


Witness


President, Board of Health /Director

Date: 9/20/12

Township of West Milford



Office of the Township Clerk
1480 Union Valley Road
West Milford, New Jersey 07480-1303
973-728-7000
FAX 973-728-2704

July 18, 2014

Ms. Louise M. Palagano
Municipal Clerk
Room 214
Bloomfield Municipal Building
1 Municipal Plaza
Bloomfield, New Jersey 07003

2014 JUL 23 A 8:39
BLOOMFIELD
NEW JERSEY

Re: **Interlocal Agreement for Health Officer Services**

Dear Ms. Palagano,

I have enclosed one originally signed addendum passed as Resolution 2014-225 at the Governing Body Regular Meeting of June 25, 2014 to extend the above referenced agreement to you.

Thank you.

Very truly yours,

Judy Kehr
Office of the Township Clerk

Encls.

Township of West Milford
Passaic County, New Jersey

~ Resolution 2014 - 225 ~

RESOLUTION OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC AND STATE OF NEW JERSEY AUTHORIZING A ADDENDUM TO THE HEALTH SHARED SERVICES AGREEMENT WITH BLOOMFIELD TOWNSHIP FOR ENVIRONMENTAL HEALTH SERVICES

WHEREAS, the Township of West Milford serves the public with environmental services for individual disposal and private well systems; and

WHEREAS, there are several applications for septic system repair, alteration and new systems; and

WHEREAS, there are multiple inspections required for installation of the disposal system; and

WHEREAS, it has been determined that additional professional staffing is required, incorporating the services of a licensed Registered Environmental Health Specialist (hereafter referred to as REHS) to assist in the responsibilities and by the individual disposal system applications and inspections; and

WHEREAS, it has been determined that the Bloomfield Department of Health & Human Services (hereafter referred to as BDHHS) of the Township of Bloomfield has the ability to provide the services of a REHS; and

WHEREAS, the BDHHS is able to provide 7 additional hours per week of an REHS.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Milford, County of Passaic, State of New Jersey as follows:

1. The BDHHS will provide these services for 27 weeks at a rate of \$306.81 per week prorated for 27 weeks starting June 30, 2014 through December 31, 2014 for a total of \$8,283.87.
2. All other terms of the existing contract shall remain the same.

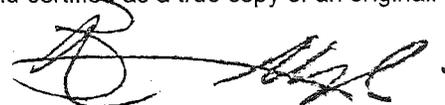
BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below are authorized to sign the agreement, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:


Bettina Bieri, Mayor


Robert Casey, Interim Administrator

Adopted: June 25, 2014

Adopted this 25th of June 2014
and certified as a true copy of an original.



Antoinette Battaglia, Township Clerk