

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE February 6, 2024NUMBER 73-2024

**TITLE: RESOLUTION TO AUTHORIZE AND CONFIRM A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF BELLEVILLE FOR PUBLIC HEALTH SERVICES.**

**WHEREAS**, the City of Orange Township desired to enter into a Shared Services agreement in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c.63 (C.40A:65-1, et sq.); and

**WHEREAS**, the Uniform Shared Services and Consolidation Act permits and encourages the use of Shared Services Agreements in instances where such an arrangement would be a benefit to both communities and the public at large; and

**WHEREAS**, the City of Orange Township ("Orange") and the Township of Belleville ("Belleville") (collectively the "Communities") currently offer Public Health Services to their respective residents; and

**WHEREAS**, in January 2023 the Communities established a Shared service relationship for Public Health Services, with each other, consistent with the agreement that is the subject of this resolution; and

**WHEREAS**, the Communities are both located in eastern Essex County and are urban municipalities with roughly the same population with makes sharing of Public Health Services feasible; and

**WHEREAS**, there is a mutually beneficial opportunity to further improve the efficacy of Public Health Services for the Communities, while protecting the health, safety, and welfare of municipal residents and reducing the cost of delivering these services for the respective local governments; and

**WHEREAS**, the Communities have determined it to be in their mutual best interests to provide for Shared Public Health Services for use by their respective communities with the City of Orange Township as the lead agency; and

**WHEREAS**, the Communities' mutual benefit in agreeing to enter into a Shared Services Agreement would result in Belleville having a licensed Health Officer being offered by Orange and Orange having a Health Educator being provided by Belleville; and

**WHEREAS**, the Communities agree to enter into a Shared Services Agreement whereby the City of Orange Township shall provide Shared Public Health Services for the Township of Belleville from Orange's municipal facility at 29 North Day Street, Orange, New Jersey.

**NOW, THEREFORE, BE RESOLVED**, by the City Council of the City of Orange Township as follows:

1. The Municipal Council of the City of Orange Township does hereby authorize and direct the Mayor to execute the attached Shared Services Agreement with the Township of

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Belleville providing the compensation of 46,370.55 by Belleville in 2023, with a two percent increase in the subsequent year. A copy of the Contract shall be on file for public inspection in the Office of the City Clerk following the adoption of this Resolution and execution of the Agreement by the parties.

2. The compensation received by the City of Orange Township for Shared Services pursuant to the Shared Services Agreement authorized by this resolution, in the amounts set forth in the previous paragraph, shall be distributed in a manner to be determined by the Business Administrator of the City of Orange Township.
3. This Resolution shall take effect as provided by law.

Adopted: **February 6, 2024**

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Joyce Lanier  
City Clerk

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Tency A. Eason  
Council President

**SHARED SERVICES AGREEMENT  
FOR THE MUNICIPALITIES OF  
SHARED PUBLIC HEALTH SERVICES**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of January, 2023, by and between the City of Orange Township, a Municipal Corporation of the State of New Jersey, located in Essex County, New Jersey, with the address of 29 North Day Street (hereinafter referred to as "Orange"); and Township of Belleville, a Municipal Corporation of the State of New Jersey, located in Essex County, New Jersey, with an address of 152 Washington Avenue, Belleville, New Jersey 07109 (hereinafter referred to as "Belleville").

**WHEREAS**, Orange and Belleville (hereinafter referred to as "Municipalities", and each a "Municipality") are both located in easter Essex County and are urban municipalities with roughly the same population which makes sharing of Public Health Services feasible; and

**WHEREAS**, there is a mutually beneficial opportunity to further improve the efficacy of Public Health Services for the Municipalities, while protecting the health, safety and welfare of the municipal residents and reducing the costs of delivering these services for the respective local governments; and

**WHEREAS**, the Municipalities have determined it to be in their mutual best interests to provide for shared Public Health Services for use by their respective communities with Orange as the lead agency; and

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007,c.63 (C.40A:65-1,*et seq.*).

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

**I. SCOPE OF SERVICES**

**A.** Orange agrees to provide for Shared Public Health Services with Belleville, Orange will continue to operate from its municipal facility at 29 North Day Stree. Orange's Director of Health/Public Health Officer shall provide technical and professional services along with administrative supervision and enforcement.

1. The services shall include public health services, overall supervision, and compliance with Chapter 52, N.J.A.C. 8:52-2.1 *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
  2. The services shall also include essential public health services set forth in the Chapter 52, N.J.A.C. 8:52-2.1 *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*, except those hereinafter specifically exempted or conditioned as being furnished by Belleville.
- B.** All shared Public Health Services provided by Orange shall be performed within the performance guidelines established as per pursuant to N.J.S.A.26:1A-15, N.J.S.A.26:3A2-1 *et seq.*, and N.J.S.A.40:8A-1 *et seq.*
- C.** Orange shall ensure that the professional public health staff is currently licensed, certified, or authorized; and that this staff is adequately trained and competent to perform their duties.
- D.** Employees of the Municipalities shall continue to be employed by their respective Municipality; however, all Public Health Services employees shall take direction from the Orange Health Officer and shall provide services directed by the Orange Health Officer.

## **II. ASSIGNMENT OF RESPONSIBILITY**

### **A. RESPONSIBILITY OF ORANGE:**

1. Orange shall act as the lead agency in the delivery of shared Public Health Services.
2. Orange's Public Health Officer shall be appointed by Belleville as Belleville's Public Health Officer, as provided by the laws of the State of New Jersey.
3. Orange's Public Health Officer will provide supervision to Belleville's Public Health Professionals under the Division of Health who will remain employees of Belleville.
4. All other employees under the Department of Health shall be under the supervision of Belleville's Health Department Director.

5. Orange Public Health Officer shall be responsible for administering and enforcing essential public health services and overseeing performance of the public health professionals within the jurisdictions of Orange and Belleville. Both municipalities shall continue to maintain their individual records under the supervision of the Public Health Officer. The Public Health Officer shall, over time, work to achieve uniformity in the record keeping practices of the two municipalities.

6. The Municipalities continue to be responsible for their own insurance, repairs, maintenance or replacement of any damaged or unusable apparatus, vehicles and inspection equipment for shared Public Health Services for the term Agreement.

**B. RESPONSIBILITY OF BELLEVILLE:**

1. Belleville will be the supported agency under the terms of this agreement.

2. Belleville shall continue to employ its current state-licensed, certified, or authorized municipally employed public Health Professionals. These personnel will be under the direct supervision of Orange's Public Health Officer.

**III. TERM OF THE AGREEMENT:**

1. This agreement shall be put in place to allow Belleville to utilize Orange's Public Health Services, commencing on this 1<sup>st</sup> day of January 2023; and shall remain into effect for a period of twenty-four months until the 31<sup>st</sup> day of December 2024, unless subsequently extended or renewed by the parties.

2. This Agreement shall become effective upon passage of any authorizing Resolution or Ordinance by the Municipalities as required by the Consolidation Act, P.L.2007,c.63 (C.40A:65-1,*et seq.*).

3. In accordance with N.J.S.A.26:3A2-12, either party may terminate this contract by giving six months (180 days) notice in writing to a responsible representative of the other party.

**IV. COMPENSATION:**

1. Belleville agrees to pay orange the sum of \$46,370.55 for the Public Health Services provided by Orange commencing on January 1, 2023 and ending on December 31, 2023 (service year 2023). Payments are to be made quarterly in March 2023, June 2023, September 2023 and December 2023. Four quarterly payments of \$11,592.64 will be due to Orange for the service year 2023.
2. A fixed rate of 2.0% for each additional year of the agreement is to be added to the previous year. Quarterly payments are to be adjusted to reflect annual increase.

**V. LEVEL OF SERVICE:**

1. Orange agrees to provide Belleville with shared Public Health Services in a professional and workmanlike manner.
2. Belleville agrees to utilize Orange's shared Public Health Services in a professional and workmanlike manner.
3. Orange, as the lead agency in performing the services under the Agreement, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the Agreement.
4. Belleville's Health Department Director and Orange's Health Officer shall meet periodically as may be necessary to ensure that all of the obligations under this Agreement are being satisfied. They shall meet at such times and places as deemed necessary, but in no event less than annually, and shall be responsible for identifying and addressing questions or concerns related to shared Public Health Services operations, service delivery costs and allocations, and long-term planning.

**VI. INDEMNIFICATION:**

1. In addition to the other rights and remedies of the parties herein, the supported Municipality-Belleville agrees to indemnify and hold harmless Orange, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the supported Municipality's personnel arising out of this Agreement or any of the obligations assumed by the supported Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the supported Municipality is solely responsible for such liability. In the event it is determined by a Court, that the Municipality is not solely responsible for said liability, the supported Municipality's liability shall be limited to that degree of liability determined by said Court to be proportionate liability of the supported Municipality. The supported Municipality, upon notice from Orange, shall resist and defend, at the expense of the supported Municipality, such action or proceeding with counsel reasonably satisfactory to Orange. In addition, Orange may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the supported Municipality's obligation under this paragraph.

2. In addition to the other rights and remedies of the parties herein, Orange agrees to indemnify and hold harmless the supported Municipality-Belleville, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Orange arising out of this Agreement or any of the obligations assumed by Orange hereunder, provided it is determined by a court having the appropriate jurisdiction that Orange is solely responsible for said liability. In the event it is determined a Court that Orange is not solely responsible for said liability, Orange's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Orange. Orange, upon notice from the supported Municipality shall resist and defend, at the expense of Orange, such action or proceeding with counsel reasonably satisfactory to the supported Municipality. In addition, at its option, the supported Municipality may engage separate counsel to appear on its behalf in such separate counsel to appear to appear on its behalf in such an action or proceeding without waiving its rights or Orange's obligation under this paragraph.

## **VII. INSURANCE**

The supported Municipality will keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with the Public Entity Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by Belleville.

1. The supported Municipality shall provide this Comprehensive General Liability Insurance with combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is *not* acceptable. This insurance shall indicate on Certificate of the following coverages:

- Operations
- Use of Independent Contractors and/or Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement

2. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to Orange by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled. All such notices shall name the supported Municipality and identify the Agreement or municipal contract number if applicable.

3. Certificates of Insurance shall be delivered to Orange, prior to the commencement of this Agreement and all Certificates of Insurance shall state that "Orange is an additional insured" for this Agreement.

4. The insurance required under this section shall protect the supported Municipality and all Subcontractors respectively, against damage claims which may arise from operations are by the Insured or by anyone directly or indirectly employed by supported Municipality and also against any of the special hazards which may be encountered in the performance of this Agreement.

5. All Policies and Certificates of Insurance shall be approved by the Municipalities prior to the inception of any work under this Agreement.

#### **VIII. DISPUTE RESOLUTION:**

1. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Municipalities hereto agree to be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

#### **IX. MISCELLANEOUS:**

- a. This Agreement may only be modified in writing, duly authorized and signed by a designated Municipal Contact for each Municipality. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the designated Municipal Contact.



- b. The designated contact for Orange is Vincent DeFilippo, Orange Health Officer/Director, 29 North Day Street, Orange, New Jersey 07050.
- c. The designated contact for Belleville is Maria Merola, Health Department Director.

#### **AGREEMENT EXTENSION AND RENEWAL**

- 1. The term of this Agreement shall be for twenty-four months from January 1, 2023 to December 31, 2024. This Agreement may be extended or renewed by the participating Municipalities.

#### **GOVERNING LAW**

- 1. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

#### **ASSIGNMENT**

- 1. No one party may assign this Agreement without the written consent of the other.

#### **ENTIRE AGREEMENT**

- 1. 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 parties hereto.

#### **SEVERABILITY**

- 1. In the event that any provisions 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 of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effects to the intentions of the Municipalities as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

**IN WITNESS HEREOF**, the parties have set their hand and seals and caused their corporate officers to sign same the day and year first written above.

**Attest:**

**City of Orange Township**

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**Joyce L. Lanier**  
*City Clerk*

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**Dwayne D. Warren, Esq.**  
*Mayor*

**Attest:**

**Belleville Township**

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**Kelly A. Cavanagh**  
*Municipal Clerk*

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**Michael Melham**  
*Mayor*

**Approved as to Form and Sufficiency**

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**Gracia Montilus**  
*City Attorney*

***Orange and Belleville Inter-Local Service-Public Health***