

Exhibit “A”

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ESSEX REGIONAL HEALTH COMMISSION
AND
TOWNSHIP OF WEST ORANGE DEPARTMENT OF HEALTH**

This Professional Services Agreement ("Agreement") is made and entered into as of this 22nd day of ~~July~~ 2023 (the "Effective Date"), by and between Essex Regional Health Commission (hereinafter "ERHC") and the Township of West Orange, Department of Health (hereinafter "WEST ORANGE").

WHEREAS, ERHC and WEST ORANGE are both designated as Local Health in compliance with N.J.A.C. 8:52-3.3 and N.J.A.C. 8:52-4.1 by the New Jersey Department of Health ("NJDOH"); and

WHEREAS, WEST ORANGE has requested and ERHC has agreed to provide support to WEST ORANGE in connection with certain inspection requirements of WEST ORANGE; and

WHEREAS, the support will include the work of Licensed, Registered Environmental Health Specialists ("REHS").

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, ERHC and WEST ORANGE agree as follows:

1. **Scope of Service.** The ERHC agrees to provide the following services:
 - a. Restaurant and Retail Food Establishment Inspections.
 - b. Camp and Pool Inspections.
 - c. Massage Parlors Inspections
 - d. Complaints related to non-compliance of aforementioned entities or other entities licensed by the local health department.(collectively the "SERVICES")
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate June 30, 2024 unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.
3. **Payment.** WEST ORANGE agrees to pay ERHC the sum of \$550.00 per day and \$275 a half day for the REHS providing the SERVICES set forth herein. But that the amount of the AGREEMENT shall not exceed a total of \$57,200. WEST ORANGE agrees to pay for the SERVICES set forth herein on a monthly basis.
4. **Termination.** Either ERHC or WEST ORANGE may terminate the Agreement upon thirty (30) days written notice to the other party to the Agreement.

5. **Indemnification.** ERHC and WEST ORANGE agree to hold each other harmless from any and all obligations, penalties, fees, liabilities, judgments, claims and demands which may arise out of this Agreement and further agrees to save and hold harmless each other and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against the other party. Nothing contained herein shall relieve ERHC or WEST ORANGE from liability for negligence or other wrong doing of its agents, servants and/or employees.

6. **Insurance.**

- a. **General Requirements.** ERHC shall maintain for the duration of the Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the SERVICES by ERHC, its agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and shall be in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. **Primary Insurance.** ERHC's insurance coverage shall be primary insurance with respect to WEST ORANGE, its officers, officials, employees and volunteers shall apply separately to each project or location. Any insurance or self-insurance maintained by the WEST ORANGE, its officers, officials, employees or volunteers shall be excess of ERHC's insurance and shall not contribute with it.
- c. **Additional Insured Status.** WEST ORANGE is to be listed as additional insured for liability arising out of activities performed by or on behalf of ERHC.
- d. **Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be supplied to WEST ORANGE. ERHC must notify WEST ORANGE immediately of any material changes to insurance coverage, such as changes in limits, coverages, status of policy, etc. WEST ORANGE reserves the right to require complete copies of insurance policies at all times.
- e. **Workers Compensation Insurance.** ERHC shall procure and maintain during the life of the Agreement workers' compensation insurance in the statutory amounts, pursuant to N.J.S.A. 34:15-1 et seq. (\$500,000 each accident/\$500,000 policy limit).
- f. **Amounts.** All insurance shall be written for up to the following limits of liability:

Bodily Injury Liability Insurance	\$1,000,000.00 each person
	\$2,000,000.00 each occurrence
Property Damage Liability	\$1,000,000.00 each person
	\$1,000,000.00 each occurrence

7. **Authorization.** Each party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute the Agreement.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. **No Assignments.** This Agreement may not be assigned without the written consent of all parties.

10. **Entire Agreement.** This Agreement, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties, subject to Municipal Council approval. In the event of any contradictory provisions between this Agreement or other documents issued by ERHC or WEST ORANGE in connection herewith, the terms set forth in the body of this Agreement shall prevail.

11. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

12. **Notice.** All notices, consents, request, demands and other communications required or permitted hereunder shall be in writing (which includes facsimile) and shall be deemed given if (i) delivered personally, by overnight mail or by courier service; (ii) when sent by confirmed facsimile; or (iii) if mailed by U.S. registered or certified mail (return receipt requested) to the party at the party's address written below or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three (3) business days after mailing.

If to ERHC:

Carrie Nawrocki, Health Officer
Essex Regional Health Commission
204 Hillside Avenue
Livingston, New Jersey 07039

If to WEST ORANGE:

Theresa DeNova
Health Officer
Township of West Orange
66 Main St, West Orange, NJ
07052

13. **Copy.**

- a. A copy of this signed Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, New Jersey 086250360.
- b. Pursuant to the provisions set forth in N.J.S.A. 40A:65-4(b), a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, New Jersey 08625-0803.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: August 9, 2023

ESSEX REGIONAL HEALTH COMMISSION

By: Carrie Naurucki

Name: Carrie Naurucki

Title: Director, Health Officer

Dated: _____, 2023

TOWNSHIP OF WEST ORANGE
DEPARTMENT OF HEALTH

By: _____

Name: Michael Fonzino

Title: Director of Health & Welfare