

**SHARED SERVICES AGREEMENT FOR HEALTH OFFICER SERVICES
Township of West Orange and Essex Regional Health Commission/Hudson Regional
Health Commission**

This Agreement dated as of 9th day of July, 2024 by and between the Essex Regional Health Commission (“ERHC”), Hudson Regional Health Commission (“HRHC”) and the Township of West Orange (“Township”) (collectively the “Parties”).

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township of West Orange (“Township”) is in need of a municipal health officer to provide technical and professional services to assure the provision of core public health activities; and

WHEREAS, the Township is a founding member of Essex Regional Health Commission (“ERHC”); and

WHEREAS, the Township has an Agreement between ERHC and the Township for support in connection with certain environmental inspection requirements including the work of a licensed, Registered Environmental Health Specialist (“REHS”) to provide services of the Strengthening Local Public Health Capacity Grant/NJACCHO Grant approved by the New Jersey Department of Health; and

WHEREAS, The Township would like to extend these services by adding this agreement for Health Officer services; and

WHEREAS, the Health Officer of ERHC is an employee of Hudson Regional Health Commission (HRHC) with over twenty years of public health experience, and is proposing to provide the West Orange Director of Health and Welfare with administrative health officer services as required by the New Jersey Department of Health, epidemiological services, oversight of the REHS, and grant assistance all in accordance with the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52 and approved by resolution by HRHC; and

WHEREAS, the Township wishes to enter into a shared services agreement whereby the ERHC will provide the Township with a licensed health Officer through HRHC.

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

1. Scope of Services. The HRHC shall provide the Township with the services of Carrie Nawrocki, (“Nawrocki”) a licensed Health Officer. The Township shall appoint Nawrocki as its Health Officer for all public health services and activities. Services shall be provided to the Township’s Director of Health and Welfare in accordance with the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52. Nawrocki shall work with the Director to carry out, supervise and oversee all public health activities, inspections, clinics and health education services as required. Nawrocki may delegate activities to appropriate personnel as may be required to carry out her duties.

2. Compensation. The Township agrees to pay HRHC \$5,000 each quarter for the services of Nawrocki for a term of three (3) years commencing on August 1, 2024 and ending on July 31, 2027. The Health Officer shall be an employee of the HRHC and not the Township.

3. **Termination.** Any party may terminate this contract upon sixty (60) day's notice by adoption of a resolution by its governing body.

4. **Indemnification.** The Township agrees to hold Hudson Regional Health Commission harmless from any and all obligations, liabilities, judgments, claims and demands which may arise out of this agreement and further agrees to save and hold harmless ERHC and HRHC and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against ERHC and HRHC. Nothing contained herein shall relieve Hudson Regional Health Commission from liability for negligence or other wrong doing of its agents, servants and/or employees.

5. **Renewal/Extension.** The terms of this Agreement shall be automatically extended for successive one (1) year periods unless renegotiated or terminated by either party.

a. Renegotiation: A new Agreement, inclusive of costs, must be presented to the Township 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.

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

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

6. **Insurance.** During the term of this Agreement, all Parties will keep in force, at its cost and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other party.

7. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation rather, the Parties agree:

a. the Contact Person for each involved Party shall attempt to resolve the dispute, if that is unsuccessful;

b. the ERHC's President and one additional Commissioner and HRHC's President and one additional Commissioner and representatives for the Township shall attempt to resolve the dispute, if that is unsuccessful;

c. the Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be finding and final.

8. **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 this Agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
10. **No Assignments.** This Agreement may not be assigned without the written consent of all other Parties.
11. **Entire Agreement.** This Agreement set forth the entire understanding of the Parties with respect to the transactions contemplated herein. No change or modification of the Agreement shall be valid unless the same shall be in writing and signed by all Parties.
12. **Severability.** If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.
13. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Essex Regional Health Commission
204 Hillside Avenue
Livingston, New Jersey 07039
Attn: Commission President
Hudson Regional Health Commission
565 County Avenue, Building 1
Secaucus, New Jersey 07094
Attn: Commission President

The Township of West Orange
66 Main Street
West Orange, NJ 07052
Attention: Township Administrator

14. 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, NJ 08625-3060.

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 local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. 803, Trenton, NJ 08625-0803.

IN WITNESS WHEREOF, each party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ACCEPTED AND AGREED TO:

ATTEST

Essex Regional Health Commission

By: _____
Michael Raimo, President

ATTEST

Hudson Regional Health Commission

By: _____
John Sarnas, President

ATTEST

Township of West Orange

By: _____
Susan McCartney, Mayor