

**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 \_\_\_\_ day of August, 2026 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**, On July 1, 2026, WEST ORANGE was awarded the Local Public Health Infrastructure Grant (PHIG) Program 2027 (the “Grant”) from the New Jersey Department of Health (the “NJDOH”) for the period of July 1, 2026 to November 30, 2027.

**WHEREAS**, WEST ORANGE has allocated Grant funds in the amount of \$26,400.00 to be utilized for payment of services by ERHC between August 1, 2026 and July 31, 2027; 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 from August 1, 2026 through July 31, 2027; 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”); and
  - e. Provide health education outreach for infectious diseases.
2. **Term.** The term of this Agreement shall commence on August 1, 2026 and shall terminate July 31, 2027 or upon exhaustion of the aforementioned \$26,400.00 Grant funds, whichever occurs first. Additionally, this Agreement may be terminated in accordance with the terms specified herein. The term of this Agreement shall be subject

to WEST ORANGE's continued award of the Grant from the NJDOH for the funding for the services to be provided pursuant to this Agreement.

3. **Payment.** WEST ORANGE agrees to pay ERHC the sum of \$550.00 per day and \$275.00 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 \$26,400.00. WEST ORANGE agrees to pay for the SERVICES set forth herein on a monthly basis.

ERHC acknowledges and agrees that a portion or all of the funding for this Agreement is from grant funding from the NJDOH and that it shall comply with all requirements pertaining to the grant award from the NJDOH. In addition, ERHC agrees that it shall not act in any manner to affect the WEST ORANGE'S eligibility for the grant award from the NJDOH.

4. **Termination.** WEST ORANGE may terminate the Agreement upon thirty (30) days written notice to the other party to the Agreement. Upon such termination, the Township shall pay ERHC for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement.

5. **Indemnification.** ERHC agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the WEST ORANGE including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of ERHC or any person employed by it. ERHC shall provide to the WEST ORANGE with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit WEST ORANGE'S recourse to the insurance coverage set forth herein.

#### 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<br>\$2,000,000.00 each occurrence |
| Property Damage Liability         | \$1,000,000.00 each person<br>\$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.** ERHC shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of all parties.
- 10. **Modifications.** No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by WEST ORANGE and ERHC.

11. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.
12. **Captions.** The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
13. **Ownership of Records.** All records and data relating to work performed for WEST ORANGE shall belong to WEST ORANGE and shall be surrendered to WEST ORANGE upon the expiration or termination of this Agreement, except that ERHC will retain such information as is necessary to maintain a complete work record. ERHC shall not use such information or data except for the performance of the service hereunder, without the prior written permission of WEST ORANGE.
14. **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.
15. **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.
16. **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:

Michael A. Fonzino  
Director of Health and Welfare  
Township of West Orange  
66 Main Street  
West Orange, NJ 07052

**17. 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 08625-0360.
- 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.

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

Dated: \_\_\_\_\_, 2026

ESSEX REGIONAL HEALTH COMMISSION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

TOWNSHIP OF WEST ORANGE  
DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Name: MICHAEL FONZINO

Title: DIRECTOR OF HEALTH & WELFARE