

The
MAYOR AND BOROUGH COUNCIL
of the
BOROUGH OF GLEN RIDGE
County of Essex
State of New Jersey



Monday, February 14th, 2011.

RESOLUTION NO. 47-11

Offered By Councilperson BAKER
Seconded By Councilperson _____

WHEREAS, the Township of Montclair and The Borough of Glen Ridge wish to enter into an agreement in which The Township of Montclair will provide health services of a professional and technical nature to The Borough of Glen Ridge pursuant to N.J.S.A. 26:3A2-1, et seq; **and**,

WHEREAS, The New Jersey Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., provides that a municipality may enter into a contract with another municipality or local unit for the joint provisions of any service; **and**,

WHEREAS, The Mayor and Borough Council has determined that it is in the best interest of The Borough to have the Township of Montclair provide health services to the Borough in accordance with the attached agreement; **and**,

NOW, THEREFORE, BE IT FURTHER RESOLVED, by The Mayor and The Council of The Borough of Glen Ridge, in The County of Essex, that The Administrator be and he is hereby authorized to execute the attached agreement with The Township of Montclair.

INTERLOCAL HEALTH SERVICES AGREEMENT

THIS AGREEMENT, made this day of , 2011

BETWEEN: TOWNSHIP OF MONTCLAIR
(hereafter PROVIDER)

AND: TOWNSHIP OF GLEN RIDGE
(hereafter RECIPIENT)

WHEREAS, the parties desire to contract for the furnishing of health services of a technical and professional nature by the PROVIDER to the RECIPIENT, pursuant to N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40:8A-1 et seq.

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

1. THE PROVIDER shall provide duly licensed personnel to carry out, within the territorial jurisdiction of the RECIPIENT, the following public health activities:
2. The Health Officer of the PROVIDER shall direct and supervise all public health activities and employees of the RECIPIENT. All activities shall meet "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52."
3. The RECIPIENT shall appoint the Health Officer of the PROVIDER as its Health Officer. The Health Officer shall be the enforcement agent of the RECIPIENT for its Ordinances and the Sanitary Laws of the State.
4. The Health Officer shall assign personnel to provide all environmental services. (Examples of environmental services are: Retail Food Establishment inspections, Swimming pool inspections, Ragweed complaints; Rodent Control, etc).
- 4a. The Health Officer and key staff, as appropriate, shall attend regular meetings of the Board of Health and any special meetings that shall arise and be conducted by the Mayor, council or Board of Health representatives around matters of Public Health.
5. In consideration of the performance by PROVIDER of its agreement herein, RECIPIENT covenants and agrees to pay PROVIDER during the contract period, \$ 7,082.00 per calendar quarter in 2011 (\$28,329/year), \$7,295.00 per calendar quarter in 2012 (\$29,180/year), and \$7,514.00 per calendar quarter in 2013 (\$30,055/year) payable in advance.

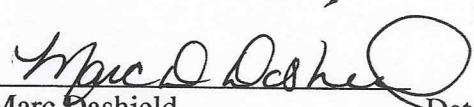
5a. It is the policy of the State Health Department to dispense Public Health Priority Funds directly to the PROVIDER. Therefore, all funds secured upon the eligibility of the RECIPIENT shall be utilized for services to the RECIPIENT.

6. Based upon the PROVIDER'S actual experience, the quarterly payment due hereunder may be revised annually according to the actual number of hours of services of the Health Officer, and cost hereof, supplied to the RECIPIENT. The RECIPIENT shall be notified of such revision with supporting information no later than October 1st of the year prior to which the revision is to take effect.

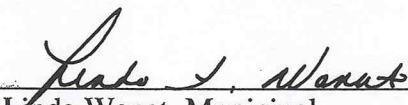
7. The PROVIDER shall provide the services specified herein from January 1, 2011 to December 31, 2013

8. Either party may withdraw from this contract by Resolution. A certified copy of such resolution shall be submitted to the other party by July 1st, in order to withdraw by January 1st of the following year. A copy of any withdrawal Resolution shall be submitted to the New Jersey State Commissioner of Health by the withdrawing party at least six months prior to the withdrawal date. Any such Resolution by the RECIPIENT shall specify its methods of continuing to meet standards of performance.

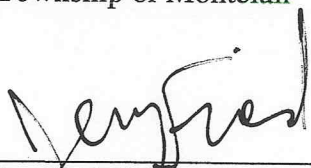
9. This agreement shall be subject to the approval of the State Commissioner of Health.



Marc Dashfield, Date
Township Manager
Township of Montclair



Linda Wanat, Municipal Date
Clerk
Township of Montclair



Jerry Fried, Mayor Date
Township of Montclair

Michael Rohal, Municipal Date
Clerk

Peter A. Hughes, Mayor Date
Township of Glen Ridge