

R# 34-09

Date 2/9/09

COUNCIL OF THE BOROUGH OF SADDLE RIVER  
Resolution Introduced by Council President Burke  
Seconded by Council Member Mutter

**Interlocal Health Services Agreement City of Hackensack**

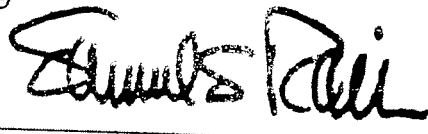
**BE IT RESOLVED** by the Mayor and Council of the Borough of Saddle River and upon recommendation of the Saddle River Board of Health, that the Borough of Saddle River enter into a **Interlocal Health Services Agreement for Health Officer Services with the City of Hackensack**, for one year beginning January 1, 2009, terminating December 31, 2009, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Borough Clerk be authorized to sign the Agreement upon review by the Borough Attorney.

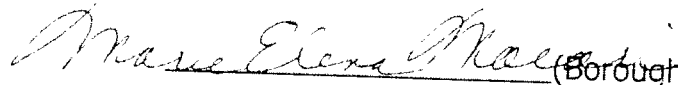
	AYES	NAYS	ABSTAIN	ABSENT
Burke, Maurice R.	x			
Mastriano, Karen	x			
Murray, John E.				
Mutter, Michael	x			x
Toomey, Michael	x			
Re, Robert	x			

Samuel S. Raia, Mayor

Date Passed: 2/9/09

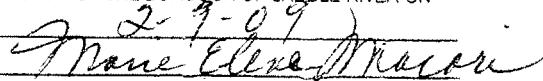


(Mayor)



(Borough Clerk)

CERTIFICATION  
CERTIFIED TO BE A TRUE COPY OF A RESOLUTION  
PASSED APPROVED AND ACCEPTED BY THE MAYOR  
AND COUNCIL OF THE BOROUGH OF SADDLE RIVER ON

2-9-09  


MARIE ELENA MACARI  
BOROUGH CLERK

**INTERLOCAL HEALTH SERVICES AGREEMENT  
BETWEEN THE BOROUGH OF SADDLE RIVER AND  
THE CITY OF HACKENSACK**

This agreement made 11/1/09 by and between the Borough of Saddle River, a municipal corporation of the State of New Jersey located at 100 East Allendale Avenue, New Jersey 07458, hereinafter referred to as "Saddle River" and the City of Hackensack, a municipal corporation of the State of New Jersey located at 65 Central Avenue, Hackensack, New Jersey, hereinafter known as "Hackensack."

Whereas, Saddle River wishes to contract with Hackensack for the services of a Health Officer licensed by the State of New Jersey, pursuant to NJSA 26:3A2-10c and NJSA 26:3A-14 to assure compliance with NJAC 8:52 et. seq., "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey"; and

Whereas the "Interlocal Services Act," NJSA 40:8A-1, et. seq. permits municipalities of this state to enter into contracts with other municipalities for the provision, within their jurisdiction, of services which any party to the agreement is empowered to provide within its own jurisdiction.

Now, Therefore, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. For the period of one year, commencing on January 1, 2009, Hackensack agrees to provide Saddle River with the services of a licensed Health Officer. The City of Hackensack Health Officer shall be designated to simultaneously serve as the full time Health Officer for the Saddle River Board of Health in conformance with the Local Health Services Act, N.J.S.A. 26:3A2-1 et. seq. and shall direct a program of services and activities as required by "Public Health Practice Standards of Performance For Local Boards of Health in New Jersey" N.J.A.C. 8:52 for the Saddle River Board of Health.
2. If the State requirements change and thereby require the provision of any additional services not previously rendered or if the scope of services provided to the Saddle River Board of Health is required to significantly increase, the City of Hackensack shall not be responsible for providing said additional services except through amendment to this agreement.

## Interlocal Services Agreement

3. Under the guidance and direction of the City of Hackensack Health Officer, the Saddle River Board of Health shall provide directly through its own employees or indirectly through contract or agreement all activities required by "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" N.J.A.C. 8:52-1 et. seq. except "Administrative Services" section N.J.A.C. 8:52-5. The City of Hackensack's Department of Health and Health Officer shall directly provide to the Saddle River Board of Health a program of services and activities required by N.J.A.C. 8:52-5, under "Administrative Services."
4. Saddle River agrees to pay Hackensack in four equal installments to become payable quarterly. In consideration of the provision of the services of a licensed Health Officer, Saddle River shall pay Hackensack the sum of \$9,500.00 for a one-year period, payable in four equal payments of \$2,375.00. Should Hackensack receive Public Health Priority Funds, and if any portion of said funds are allocated to Hackensack because of Hackensack's providing health services to Saddle River; then, in that event, Saddle River's obligation to pay for health services shall be reduced in an amount equal to Saddle River's portion of the aforementioned state allocation.
5. Saddle River agrees that the Hackensack Health Officer will be the legally designated Health Officer and as such is empowered to enforce applicable statutes, regulations and local ordinances and will have supervisory power over all Saddle River Board of Health employees.
6. Except as provided in paragraph #3, this agreement shall not effect the employer-employee relationship that the Saddle River Board of Health has with its current employees, nor with those that it might hire in the future.
7. All fees for licenses and permits for which application is made to Saddle River shall be collected by Saddle River and belong to Saddle River.
8. Saddle River and Hackensack respectively agree to maintain appropriate insurance against claims arising out of the acts of the Health Officer.
9. Saddle River and Hackensack respectively agree to indemnify and hold harmless each other from any and all claims arising out of the services performed by the Health Officer and other employees of their respective municipalities. Saddle River agrees to defend Hackensack against all claims arising out of services rendered to Saddle River.
10. The parties agree that this agreement may not be changed unless changes are made in writing, executed by the parties to this agreement.
11. If Hackensack shall cease to have a Health Officer because of resignation, discharge, disability, death or other reason, this agreement shall be null and void and the obligation of the parties to each other shall cease.

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12. This agreement shall expire on December 31, 2009 and may be terminated at any time upon ninety (90) days written notice by either party.
13. In the event that any section, sentence or clause of the agreement is declared unconstitutional or held to be invalid by a court of competent jurisdiction, such declaration shall not in any manner prejudice the enforcement of the remaining provisions. The Borough of Saddle River hereby declares that it would have signed this agreement and all its sections, subsections, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

In Witness Whereof, of the parties hereto have caused this agreement to be signed by those duly authorized officers.

City of Hackensack

Attest: Debra Heck  
Debra Heck, City Clerk

Michael R. Melfi  
Michael R. Melfi, Mayor

Borough of Saddle River

Attest: Marie Elena Macari  
Marie Elena Macari  
Borough Clerk

Samuel S. Raia  
Samuel S. Raia, Mayor