

June 28, 2023

**BOROUGH OF BRADLEY BEACH  
RESOLUTION 2023-195**

**MEMORANDUM OF AGREEMENT BETWEEN THE MONMOUTH COUNTY  
BOARD OF HEALTH AND THE BOROUGH OF BRADLEY BEACH FOR THE  
PROVISION OF LOCAL PUBLIC HEALTH SERVICES.**

**WHEREAS**, the Monmouth County Board of Health, through the Monmouth County Health Department (the "County"), provides State mandated local health services pursuant to the Local Health Services Act, *N.J.S.A. 26:3A2-1 et seq.* and the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*; and

**WHEREAS**, there must be a Board of Health in every municipality in the State, whether through its own individual municipal local health agency or through another agency such as a county health department; and

**WHEREAS**, the County serves as the health department for various towns throughout Monmouth County by virtue of contractual agreements; and

**WHEREAS**, the Borough of Bradley Beach (the "Municipality") is in need of the provision of local health services, and the County desires to provide these health services to the Municipality.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the County and the Municipality (collectively the "Parties") agree as follows:

**A. ADMINISTRATION.**

1. The County hereby accepts the Municipality as a member in the Monmouth County Board of Health system effective January 1, 2023. The County agrees to provide the Municipality with any and all current and future State mandated public health services required by statute, law, code regulation and/or directive which shall satisfy any and all health service obligations of the Municipality. The County further agrees that its employees, agents, and servants shall provide all aforesaid services in an efficient, timely manner.
2. The County's Health Department is designated as the statutorily recognized local health agency for the Municipality.
3. The County's Public Health Coordinator is designated as the full-time health officer for the Municipality for all public health services and activities.
4. The Public Health Coordinator shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth in in the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, *N.J.A.C. 8:52-1 et seq.*

5. The Public Health Coordinator shall assess public health needs, plan, organize and implement public health activities within the Municipality.
6. The Public Health Coordinator shall lead the investigation of, and response to, all public health emergencies, disasters and/or hazardous situations within the Municipality.
7. To fulfill the requirements of core public health activities, along with elected activities, the County may designate qualified and experienced representatives to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health activities.
8. The Public Health Coordinator may delegate activities to customary personnel, such as nurses, registered environmental health specialists, health educators and any others as may be required to carry out core activities. Personnel that have been delegated activities shall satisfy the requirements set forth in *N.J.A.C. 8:52-1 et seq.* and *N.J.A.C. 8:7-1 et seq.*, regarding licensure of persons for public health positions.

**B. COST.** As per *N.J.S.A. 26:3A2-19*, payment by the Municipality to the County shall be determined based upon the County's annual budget adopted by the County Board of County Commissioners. The County Board of Taxation shall adjust and apportion the annual levy between participating municipalities in accordance with *N.J.S.A. 54:4-49*. The total amount will be assessed, levied and collected in the same manner and at the same time as other County taxes. Such cost also includes the provision of public health nursing services. There shall be no surcharges for legal fees, overtime or emergency events.

**C. TERM.** This Agreement shall be in effect for a five (5) year period commencing January 1, 2023. After participation for not less than two (2) years, the Municipality may withdraw from this Agreement, provided that the Municipality gives the County a minimum of six (6) months' notice in accordance with *N.J.S.A. 26:3A2-12*. This Agreement shall run on a calendar year basis, therefore notice of termination must be given by no later than July 1st in order to be effective for the following January 1st.

**D. INDEMNIFICATION.** The Municipality hereby agrees to indemnify and hold the County harmless at all times in respect to all liabilities in connection with any and all past, present and future claims, actions, proceedings, judgments or expenses arising from any and all health services provided by the Municipality, its employees, and/or the Monmouth County Regional Health Commission #1 [prior health services provider] at any time prior to the effective date of the within Agreement. The Municipality further agrees to indemnify, protect, and hold harmless the County, its officers, agents, and employees from and against any and all suits, claims, demands, or damages, arising out of any act, error, or omission of the Municipality, its employees, or its agents, including but not limited to expenditures for investigation, legal defense, judgments, and/or settlements.

**E. COMPLIANCE WITH LAW.** The Parties agree that the services covered by this Agreement shall be provided in full compliance with all federal, state and local laws, rules and regulations, including but not necessarily limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and implemented. The Parties agree to execute such other documents as may be needed to ensure full legal compliance.

**F. AUTHORITY TO EXECUTE AGREEMENT.** The execution of this Agreement has been duly authorized by the governing bodies of the County and the Municipality.

**G. CHOICE OF LAW.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of New Jersey. All disputes arising under this Contract shall be resolved exclusively in the Superior Court of New Jersey, Monmouth County.

**H. COUNTERPARTS.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

**I. COPY.** Upon execution, this Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.

**J. NOTICES.** Any notices that are required pursuant to this Agreement shall be made in writing (including facsimile and electronic transmissions), and mailed or transmitted or delivered as follows:

To COUNTY: Monmouth County Administrator  
Address: 1 E. Main Street, Freehold, NJ 07728  
Attn: Teri O'Connor, County Administrator  
Email: Teri.O'[Connor@co.monmouth.nj.us](mailto:Teri.O'Connor@co.monmouth.nj.us)  
Fax: 732-409-4820

And

Monmouth County Health Department  
Address: 50 East Main Street, Freehold, NJ 07728  
Attn: Christopher P. Merkel. M.P.H.. H.O., Public Health Coordinator  
Email: [Christopher.Merkel@co.monmouth.nj.us](mailto:Christopher.Merkel@co.monmouth.nj.us)  
Fax: 732-409-7579

To MUNICIPALITY: BOROUGH OF BRADLEY BEACH  
Address: 701 Main St., Bradley Beach, New Jersey 07720 Attn:  
Greg Fehrenbach, Borough Administrator  
Email: [ba@bradleybeachnj.gov](mailto:ba@bradleybeachnj.gov)  
Fax: 732-775-1782

Or to such other address or individual as any party may from time to time notify the other.

Seconded by Councilperson \_\_\_\_\_ and adopted upon the following vote:

	<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Ms. DeMarco				
Ms. DeNoble				
Mr. Gubitosi				
Mr. Weber				
Mayor Fox				

**CERTIFICATION**

I, Erica Kostyz, Acting Municipal Clerk, Borough of Bradley Beach, Monmouth County, New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Governing Body at the June 28, 2023 Council Business Meeting.

\_\_\_\_\_  
Erica Kostyz, RMC, CMR  
Municipal Clerk