

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of September, 2012, by and between the **COUNTY OF GENESEE**, a municipal corporation as defined by Section 119-n of the General Municipal Law with offices at Old Courthouse, 7 Main Street, Batavia, New York, 14020 and the **GENESEE COUNTY BOARD OF HEALTH**, with offices at County Building Number 2, 3837 W. Main Street Road, Batavia, New York, 14020 (hereinafter collectively "GENESEE") and the **COUNTY OF ORLEANS**, a municipal corporation as defined by Section 119-n of the General Municipal Law with offices at 3 S. Main Street, Suite 2, Courthouse Square, Albion, New York, 14411 and the **ORLEANS COUNTY BOARD OF HEALTH**, with offices at 14012 Route 31 West, Albion, New York, 14411 (hereinafter collectively "ORLEANS").

WHEREAS, these two Counties under Article 5-G of the General Municipal Law are empowered to enter into a Municipal Cooperation Agreement to provide Public Health Director and Deputy Public Health Director services; and

WHEREAS, Public Health Law Section 351 allows, with the approval of the New York State Commissioner of Health, up to three counties with a population of less than 150,000 to hire the same Public Health Director; and

WHEREAS, Genesee and Orleans are committed to providing essential public health services to their residents; and

WHEREAS, given the current unprecedented fiscal pressures being faced by Genesee and Orleans and their mutual desire to work collaboratively towards fiscal responsibility balanced with public health services delivery, Genesee and Orleans are desirous of entering into a pilot project focused on sharing a Public Health Director (hereinafter "PHD") and a Deputy Public Health Director (hereinafter "Deputy PHD") between them; and

WHEREAS, the terms and conditions of this Agreement have been approved by the legislative bodies of each County and by a majority vote of the Board of Health of each County;

NOW, THEREFORE, the parties hereto agree as follows:

1. For purposes of this Agreement, Genesee and Orleans intend to provide PHD services by means of sharing the incumbent PHD from Orleans, Paul Pettit. Prior to the effective date of this Agreement, Genesee shall appoint Paul Pettit as PHD for Genesee County and obtain the approval of the New York State Commissioner of Health. Orleans shall cooperate as necessary in securing the approval of the New York State Commissioner of Health.

2. The PHD shall report to the Boards of Health for each County for the implementation and enforcement of the State and County Sanitary Codes and other public health programs and shall report to the legislative bodies of each County for the implementation of financial, personnel, and administrative policies. The contact person for Genesee shall be the Genesee County Manager, and the contact person in Orleans shall be the Chief Administrative Officer.

3. The PHD shall for purposes of this Agreement be deemed an employee of the County of Orleans, the County of Orleans shall pay the PHD's salary and make the employer's contributions for retirement, social security, health insurance, workers compensation and other similar benefits. Genesee agrees to share all costs incurred by Orleans as employer of the PHD, including but not limited to the PHD's salary, the employee benefits provided by Orleans as employer, on a mutually agreed upon basis. Genesee shall pay its share in quarterly installments to be paid to the County Treasurer of the County of Orleans.

4. In the shared PHD position, the PHD will split time between Genesee and Orleans. It is anticipated that the PHD will make efforts to share equal time in Orleans and Genesee but may be required to alter this time allocation pending current issues in either County at any given time. In coordination with the Deputy PHD and other mid management staff, both Genesee and Orleans will have supervisory capacity at any given time.

5. To assist with carrying out the duties required by the shared PHD, Genesee and Orleans will establish a Deputy PHD position. Genesee and Orleans intend to appoint David Whitcroft, current interim Public Health Director for Genesee County, as the Deputy PHD. In addition to managerial responsibilities, during the term of this Agreement, the Deputy PHD will also fulfill the role of acting Environmental Health Director in both Genesee and Orleans with primary oversight of activities in Genesee County, thus reducing the environmental load currently carried by the PHD. The PHD and Deputy PHD will coordinate emergencies through communications with each other and each County's incident command operations with a physical presence at each location. Percentage of time relative to environmental duties versus Deputy PHD duties will remain flexible during the term of this Agreement, to be mutually agreed upon from time to time, to allow for responding to needs as they arise.

6. The Deputy PHD shall be deemed an employee of the County of Genesee. The County of Genesee shall pay the Deputy PHD's salary and make employer's contributions for retirement, social security, health insurance, workers compensation and other similar benefits. Orleans agrees to share all costs incurred by Genesee as employer, including but not limited to the Deputy PHD's salary, the employee benefits provided by Genesee as employer, on a mutually agreed upon basis. The County of Orleans will pay its share of the Deputy PHD's salary and benefits in quarterly installments to be paid to the County Treasurer of the County of Genesee.

7. The County Manager of Genesee County and the Chief Administrative Officer of the County of Orleans shall determine each party's share of all costs and expenses incurred under this Agreement. The terms and provisions of this Agreement, including the salaries of the PHD and the Deputy PHD and any related expenses arising under this Agreement shall be reviewed annually in September by Genesee and Orleans individually during the term of this Agreement. If either Genesee or Orleans desires to make any amendments or modifications to the terms and provisions of this Agreement, a joint meeting of representatives of Genesee and Orleans shall be held not later than the third Monday in October to discuss the proposed amendments and modifications. In no event may Orleans unilaterally increase the compensation package of the PHD nor may Genesee unilaterally increase the compensation package of the Deputy PHD.

8. In the event of Paul Pettit's resignation as PHD and/or David Whitcroft's resignation as Deputy PHD, Genesee and Orleans will reevaluate the process for replacement of the PHD and/or the viability of continuing the Agreement. During the term of the Agreement and for one year following conclusion of the Agreement, Genesee will not attempt to recruit and employ Mr. Pettit as an employee of Genesee County, and Orleans will not attempt to recruit and employ Mr. Whitcroft as an employee of Orleans County.

9. This Agreement shall take effect upon due approval and execution by the legislative body and the respective Boards of Health, and upon the approval of the New York State Commissioner of Health (the "Effective Date") and shall remain in effect through December 31, 2014.

COUNTY OF GENESEE

Attest:

Carolyn P. Pratt, Clerk

By _____

Dated: October _____, 2012
Chairman

Mary Pat Hancock, Legislature

GENESEE COUNTY BOARD OF HEALTH

By _____

Dated: October _____, 2012

Mary McJury, President

COUNTY OF ORLEANS

Attest: _____
Nadine P. Hanlon, Clerk

By _____
Dated: October _____, 2012 David B. Callard, Legislature
Chairman

ORLEANS COUNTY BOARD OF HEALTH

By _____
Dated: October _____, 2012 Paul Grout, President