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SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

THE COUNTY OF SALEM, NEW JERSEY

FOR THE PROVISION OF MEDICAL EXAMINER SERVICES

FOR THE PERIOD BEGINNING JANUARY 1, 2018 AND CONCLUDING DECEMBER 31, 2022

Dated: January 1, 2018

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement") is effective January 1, 2018, and is made by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester") and the County of Salem, a body politic and corporate of the State of New Jersey ("Salem").

RECITALS

1. The County of Gloucester ("Gloucester") is a body politic and corporate of the State of New Jersey with principal offices located at 2 S. Broad Street, Woodbury, NJ 08096;

2. The County of Salem ("Salem") is a body politic and corporate of the State of New Jersey with principal offices located at 110 Fifth Street, Salem, New Jersey;

3. Gloucester and Salem previously entered into a Shared Services Agreement for the provision by Gloucester of medical examiner services on behalf of Salem;

4. The Counties wish to enter into a renewed Shared Services Agreement providing for substantially similar services pursuant to the below stated terms and conditions of performance by each County;

5. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into Shared Services Agreements;

6. N.J.S.A. 52:17B-83 authorizes the maintenance and administration of the Office of the County Medical Examiner on a cooperative basis.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Gloucester and Salem do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the maintenance and administration of an Office of County Medical Examiner on a cooperative basis by Gloucester and Salem. The parties acknowledge that Gloucester has a separate Shared Services Agreement made by and between Gloucester and Camden County for the provision of similar services.

B. DESCRIPTION OF SERVICES.

1. Pursuant to N.J.S.A. 52:17B-83, Gloucester shall maintain and administer the Office of the County Medical Examiner ("Office") on a cooperative basis with Salem. Said Office shall, at all times, be in complete compliance with all applicable federal, state and local laws;

2. The Office shall provide full services 24 hours per day, seven days per week;

3. Said Office shall include the staff, services and labor necessary for the complete performance of the work of the Office of the Medical Examiner, and shall be able to perform the duties of that Office pursuant to N.J.S.A. 52:17B-81 et seq.

4. Pursuant to N.J.S.A. 52:17B-85, Gloucester shall establish and pay the appropriate salaries, fees and expenses for the personnel in the Office of the Medical Examiner.

5. The Office shall be physically located at 204 E. Holly Avenue, Sewell, NJ 08080, or at such other address as the County of Gloucester shall determine is necessary and appropriate.

6. Gloucester shall own, lease or otherwise be in physical possession of the Office, and shall be responsible for its upkeep, maintenance, and all associated costs. This includes, but is not limited to rent, lease payments, utilities, and repairs.

7. The Office shall house all facilities necessary for the actual operation, maintenance and administration of the Cooperative Medical Examiner's Office. Gloucester may make arrangements with the appropriate entities and facilities located in Salem County for the provision of services such as autopsy examinations.

8. The Office shall be directed by a County Medical Examiner, who shall be appointed by both the Gloucester County Board of Freeholders and the Salem County Board of Freeholders. The County Medical Examiner shall be vested with all statutory and regulatory authority on behalf of both Salem and Gloucester.

9. Gloucester shall employ all staff necessary for the Office to meet all statutory and regulatory obligations for the operation of the Office. All staff of the Office shall be employees of Gloucester County. However, the Medical Examiner shall be appointed by both Gloucester and Salem consistent with the terms and the provisions of N.J.S.A. 52:17B-81 et seq.

10. The County Medical Examiner and his staff shall meet all statutory and regulatory requirements.

11. The Medical Examiner shall have the sole duty and responsibility for implementation of office policies, including but not limited to his employees and employee work schedules, as permitted by law.

12. The employees of the Office shall be responsible for its administration.

13. The staff of the Office shall receive all day time calls from the various Communication Centers, and respond accordingly. (Salem County shall continue to take initial incoming calls of notice of death to report to the scene. Salem will then call the Office, or if necessary, the Gloucester County Communications Center, and the Office shall respond accordingly.)

14. Gloucester shall contract with appropriate facilities for the use of morgue space in order to accept bodies and to conduct autopsies.

15. The Office shall maintain an annual operational budget, which shall be provided to Salem upon acceptance of same by the Gloucester County Board of Freeholders.

16. The Medical Examiner shall appear as an expert witness for hearings, trial, or depositions in connection with work performed as the Medical Examiner. Such appearances shall be made without charge to Salem.

17. The Medical Examiner shall provide consultations with law enforcement, prosecutors and families seven days a week.

18. Gloucester shall assign staff to cover Salem. It is understood and agreed, however, that there shall be staff available at all times who will cover all areas covered under this agreement.

19. Gloucester agrees that it shall endeavor, at all times relevant hereto, to respond to all calls placed by or in Salem within 15 minutes of receipt, and shall respond to all crime and death scenes within 90 minutes.

20. The Medical Examiner shall endeavor to provide educational services such as lectures to Salem County, or any municipality located within Salem law enforcement, schools and healthcare entities.

C. SALEM OBLIGATIONS.

1. For the year 2018, Salem shall pay to Gloucester an annual sum of $178,500.00, payable in quarterly increments of $44,625.00. Payment to Gloucester from Salem shall be made in four equal payments, with payments due to Gloucester on January 1, April 1, July 1 and October 1, 2018.

   For the years 2019 through 2022, Salem shall pay to Gloucester the annual sums as follows: in 2019 - $182,070, in 2020 - $185,711, in 2021 - $189,426 and in 2022 - $193,214. Salem shall make four equal payments, with payments due to Gloucester on January 1, April 1, July 1 and October 1 for each year of the contract.

2. In addition to the compensation described in paragraph C. 1., above, Salem shall reimburse Gloucester for any portion of the insurance premium for the policy of insurance covering the performance of the Medical Examiner to the extent that that portion of the premium is attributable to the services to be provided in connection with Salem County cases. In addition, Salem shall reimburse Gloucester for any demonstrable increase in insurance premiums, which increase is directly attributable to a case or cases occurring in Salem and involving Salem County police, fire, emergency and/or other personnel. The amount of the payment requested in the form of reimbursement shall be calculated by Gloucester and provided to Salem with appropriate supporting documentation. Salem will make payment of the reimbursement amount within 90 days of receipt of the documentation.

3. Nothing contained herein shall be construed as altering in any way the legal obligation of Salem County, or any municipality located within Salem County, law enforcement agencies and personnel to respond appropriately in all cases occurring in and/or involving Salem. In the event that any claim shall be brought against the Medical Examiner, Medical Examiner Office personnel, and/or the County of Gloucester and/or any of its officers, employees, agents, or the like, which claim arises from a death or other matter occurring in Salem, then Salem shall be responsible for providing legal advice and any necessary defense and/or indemnification required.

D. TERM.

This Agreement shall be for five (5) years, commencing January 1, 2018 and concluding December 31, 2022. Either party may terminate this agreement upon 120 days prior written notice to the other.

E. INSURANCE AND INDEMNIFICATION.

Gloucester and Salem shall each maintain policies of liability insurance providing coverage for claims against the Medical Examiner's Office. Gloucester's policy shall name Salem as an additional insured; Salem's policy shall name Gloucester as an additional insured.

Each County shall defend, indemnify and hold harmless the other, its officers, agents and employees from any and all claims, suits, actions, damages or costs of any nature whatsoever whether for personal injury, property damage or other liability arising out of a death occurring in the respective County's County resulting in response or other investigation by the Medical Examiner.

Each County shall defend, indemnify and hold harmless the other, its officers agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever whether for personal injury, property damage or other liability, arising out of or in any way connected with that County's acts or omissions in connection with this agreement.

No provision of this Agreement shall be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend Gloucester, Salem and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

Gloucester and Salem agree as follows:

(i) Gloucester shall give an authorized Salem representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and Salem shall give an authorized Gloucester representative prompt written notice of the filing of each such claim and the institution of each such suit or action;

(ii) Gloucester shall not, without the prior written consent of Salem, adjust, settle or compromise any such claim, suit or action with respect to the Office, and Salem shall not, without the prior written consent of Gloucester, adjust, settle or compromise any such claim, suit or action with respect to the Office.

F. REPORT OF SERVICES.

Upon request, the Medical Examiner shall provide a written report every six months detailing the activities and services performed for Salem. Said report shall be provided to Salem in a timely fashion, at the address specified herein.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by Gloucester to Salem, this Agreement shall not be construed to delegate any authority other than the authority to conduct the operation of the County Medical Examiner Office on a cooperative basis.

Neither Gloucester nor Salem intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations pursuant to the Agreement.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

I. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either County, in his or her individual capacity, and neither the

officers, agents or employees of either County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

J. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon Gloucester, Salem and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

5. **Further Assurances and Corrective Instruments.** Salem and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Office or to correct any inconsistent or ambiguous term hereof.

6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. EFFECTIVE DATE.

This Agreement shall be deemed to be effective as of January 1, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:

LAURIE J. BURNS, CLERK

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BRENDA P. BANKS, CLERK

COUNTY OF SALEM

MELISSA L. DeCastro
DIRECTOR