

1/22/14

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is effective January 1, 2014, 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

WHEREAS, the County of Gloucester ("Gloucester") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096; and

WHEREAS, the County of Salem ("Salem") is a body politic and corporate of the State of New Jersey with main offices located at 92 Market Street, Salem, New Jersey; and

WHEREAS, Gloucester and Salem would like to enter into a Shared Services Agreement for the provision by Gloucester of Health Officer services on behalf of Salem; and

WHEREAS, the Counties wish to enter into a Shared Services Agreement providing for similar services to be provided and further providing for certain terms and conditions to the performance by each County; and

WHEREAS, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and,

WHEREAS, N.J.S.A. 26:1A-1, et seq. authorizes the maintenance and administration of the Public Health Officer 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 a duly licensed Health Officer, on a cooperative basis by Gloucester and Salem, to carry out within the jurisdiction of Salem, a program to meet "Public health Practice Standards for Local Boards of Health in New Jersey", pursuant to new Jersey Administrative Code, Title 8, Chapter 52 as prescribed by the Public Health Council of the New Jersey Department of Health & Senior Services under the authority of N.J.S.A. 26: 1A-1, et seq. . The parties acknowledge that Gloucester will also enter into a separate Shared Services Agreement made by and between Gloucester and Salem for the provision of similar services.

B. DESCRIPTION OF SERVICES.

1. Gloucester shall provide a Health Officer, and Salem shall designate the County Health Officer of Gloucester, as its Health Officer. The said Health Officer shall be the enforcement agent of Salem for its Ordinances, Sanitary laws of the State of New Jersey and Environmental Laws of the State of New Jersey. The Health Officer shall report to the Director of Health in Salem and Gloucester. The Director of Health will be responsible for policy, programs, administration, budgeting and staff.
2. Salem shall pay Gloucester a negotiated annual amount for Health Officer services, including salary and benefit costs for the Gloucester Health Officer on a quarterly basis. Gloucester will bill Salem quarterly for the Health Officer's services. Future pay increases, benefit costs and other benefits (i.e.: vacation, sick time and administrative leave) will be determined by Gloucester with notice to Salem. Actual benefit costs will vary from year to year and costs will be shared between Gloucester and Salem on an equal basis.
3. The Health Officer shall possess a New Jersey License, and shall serve on a part-time basis of 20 hours per week for the County of Salem.
4. Salem shall be an applicant and recipient, as requested by the State of New Jersey, of any State Aid or other resources to which Salem has entitlement. The Health Officer in conjunction with the Director is to provide approval and oversight of all state grants and funds.
5. Gloucester shall provide the services of the Health Officer specified herein from January 1, 2014 through December 31, 2018.
6. Salem shall provide an office for the exclusive use of the Health Officer.
7. Salem shall exercise its power to pass, alter, or amend its health ordinances by adopting those codes, rules or regulations required to meet Public Health Practice Standards designated by the New Jersey Public Health Council of the New Jersey Department of Health & Senior Services. Such ordinances shall remain in effect during the period of this contract.
8. Under this contract, the Health Officer of Gloucester, is the general agent of Salem, and such agent shall have full powers of performance and maintenance of the services contracted for and authority to undertake any ancillary operation reasonably necessary to carry out the duties, of Health Officer, including all powers of enforcement and administrative regulation which are or may be exercised by Salem, except as such powers are limited by the terms of this contract itself, and except that no contracting party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by an agent party unless such part or share is provided for in this contract or in an amendment thereto which shall have been satisfied by the parties hereto in the manner provided in N.J.S.A. 40:8 A-1, et seq., for entering into a contract.

9. Salem and Gloucester presently maintain separate health staff to meet all statutory and regulatory obligations for the operation of the office. The Health Officer will coordinate required program activities with each jurisdiction and their respective employees. Each County shall maintain an annual operational budget, approved by each jurisdiction's Board of Chosen Freeholders to maintain respective operations.
10. In order to monitor the terms of this agreement, retain oversight of all Health requirements and activities, facilitate solutions of common problems and to explore other possible shared services relating to Health Department activities, the Health Officer will meet with designated representatives of both Gloucester and Salem County to ensure continuity of operations exist, various needs are met, and future needs and recommendations are considered, at least once a year. Minutes shall be taken and recorded.
11. This contract is to be approved by the adoption of a resolution by Salem and a Resolution by Gloucester pursuant to the Shared Services Act, (N.J.S.A. 40:8A-1, et seq.).

C.

SALEM OBLIGATIONS.

1. Salem shall pay Gloucester \$72,680.00 for the first year of this contract in equal monthly installments.
2. In addition to the compensation described in paragraph C. 1, above, Salem shall reimburse Gloucester for any portion of any demonstrable increase in insurance premiums, which might avail. 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 ninety (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 Health Officer from matters 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 commence on January 1, 2014 and conclude December 31, 2018. Either party may terminate this agreement upon one hundred and twenty (120) days 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 Health Officer. 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 or in response of the Health Officer's actions.

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 Health Officer shall provide a written report every six (6) 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 and activities related to a New Jersey State licensed Health Officer 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, 2014, which date shall be considered the commencement date of this Agreement.

ATTEST:


ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER


ROBERT M. DAMMING, DIRECTOR

ATTEST:


EVERN D. FORD,
ADMINISTRATOR/CLERK

COUNTY OF SALEM


JULIE ACTON, DIRECTOR