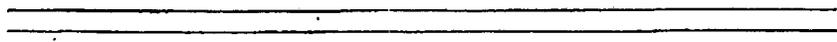


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SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

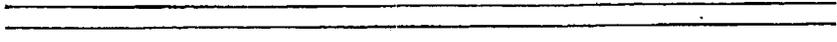
and

ATLANTIC CITY, NEW JERSEY

FOR THE PROVISION OF HEALTH OFFICER SERVICES

FOR THE PERIOD BEGINNING JULY 1, 2015 AND CONCLUDING DECEMBER 31, 2016

Dated: July 1, 2015



SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is effective this 1st day of July, 2015, and is made by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), and Atlantic City, a body politic and corporate of the State of New Jersey ("City").

RECITALS

WHEREAS, the County of Gloucester ("County") 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, Atlantic City ("City") is a body politic and corporate of the State of New Jersey with main offices located at 1301 Bacharach Blvd., Atlantic City, NJ 08401; and

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

WHEREAS, County and City 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 County and City; 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, County and City 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 County and City, to carry out within the jurisdiction of City, 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 County will also enter into a separate Shared Services Agreement made by and between County and City for the provision of similar services.

B. DESCRIPTION OF SERVICES.

1. County shall provide a Health Officer, and City shall designate the County Health Officer of Gloucester, as its Health Officer. The said Health Officer shall be the enforcement agent of City 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 County and City. The Director of Health will be responsible for policy, programs, administration, budgeting and staff.
2. City shall pay County a negotiated annual amount for Health Officer services, including salary and benefit costs for the County Health Officer on a quarterly basis. County will bill City 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 County with notice to City. Actual benefit costs will vary from year to year and costs will be shared between County and City on an equal basis.
3. The Health Officer shall possess a New Jersey License, and shall be available twenty-four (24) hours per day, seven (7) days a week as needed by City.
4. City shall be an applicant and recipient, as requested by the State of New Jersey, of any State Aid or other resources to which City has entitlement. The Health Officer in conjunction with the Director is to provide approval and oversight of all state grants and funds.
5. County shall provide the services of the Health Officer specified herein from July 1, 2015 to December 31, 2016.
6. City shall provide an office for the exclusive use of the Health Officer.
7. City 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 County, is the general agent of City, 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 City, 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. County and City 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 County and City 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 City and a Resolution by County pursuant to the Shared Services Act, (N.J.S.A. 40:8A-1, et seq.).

C. CITY OBLIGATIONS.

1. City shall pay County \$2,470.00 a month until December 31, 2015. There will be a 2% increase beginning January 1, 2016 and concluding December 31, 2016.
2. In addition to the compensation described in paragraph C. 1, above, City shall reimburse County 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 County and provided to City with appropriate supporting documentation. City 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 City, law enforcement agencies and personnel to respond appropriately in all cases occurring in and/or involving City. In the event that any claim shall be brought against the Health Officer from matters occurring in City, then City shall be responsible for providing legal advice and any necessary defense and/or indemnification required.

D. TERM.

This Agreement shall commence on July 1, 2015 and conclude December 31, 2016. Either party may terminate this agreement upon one hundred and twenty (120) days written notice to the other.

E. INSURANCE AND INDEMNIFICATION.

County and City shall each maintain policies of liability insurance providing coverage for claims against the Health Officer. County's policy shall name City as an additional insured; City's policy shall name Gloucester County 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 County, City 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.

County and City agree as follows:

- (i) County shall give an authorized City representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and City shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;
- (ii) County shall not, without the prior written consent of City, adjust, settle or compromise any such claim, suit or action with respect to the Office, and City shall not, without the prior written consent of County, 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 City. Said report shall be provided to City in a timely fashion, at the address specified herein.

G. LIMITATION OF DELEGATION.

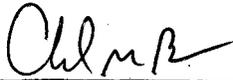
To the extent that this Agreement constitutes a delegation of authority by County to City, this Agreement shall not be construed to delegate any authority other than the authority to conduct the operation and activities related to a New Jersey State licensed Health Officer on a cooperative basis.

Neither County nor City 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 County, City 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.** City and County 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.

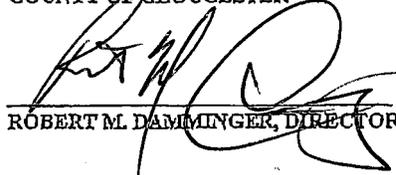
7. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
8. Governing Law. The terms of this Shared 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 July 1, 2015, which date shall be considered the commencement date of this Agreement.

ATTEST:



CHAD M. BRUNER,
ADMINISTRATOR/CLERK

COUNTY OF GLOUCESTER



ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



RHONDA WILLIAMS, CITY
CLERK

ATLANTIC CITY



Donald A. Guardian, Mayor

Approved as to form and execution.

Date: 9-10-15


Michael J. Ferugini
Asst. City Solicitor