

12/16/15

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF CAMDEN
AND THE COUNTY OF GLOUCESTER**

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq., entered into between the County of Camden, a body politic and corporate of the State of New Jersey, with offices located at 520 Market Street, 14th Floor, Court House, Camden, New Jersey 08102, (hereinafter referred to as "CAMDEN"), and the County of Gloucester, a body politic and corporate of the State of New Jersey, with offices located at P.O. Box 337, Woodbury, New Jersey 08096 (hereinafter referred to as "GLOUCESTER"). This Shared Services Agreement is effective December 17, 2015.

WHEREAS, by Resolution adopted December 16, 2015, the Board of Chosen Freeholders of the County of Camden authorized an agreement with the Board of Chosen Freeholders of the County of Gloucester for the creation, maintenance and administration of a Cooperative Office of County Medical Examiner, pursuant to N.J.S.A. 52:17B-81 (hereinafter referred to as the "Office"); and

WHEREAS, both Camden and Gloucester Counties have determined that providing such joint services is a proper purpose and is in the best interests of the citizens of both Counties; and

WHEREAS, the Office of the Medical Examiner shall be maintained and administered by Gloucester County on behalf of itself, Camden County and any other New Jersey County who is or who shall become contractually bound.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises set forth herein, the parties hereto mutually agree as follows:

1. OFFICE OF THE MEDICAL EXAMINER

- a. Pursuant to N.J.S.A. 52:17B-83, Gloucester County shall maintain and administer the Office of the County Medical Examiner ("Office") on a cooperative basis with Camden County. Said Office shall, at all times, be in complete compliance with all applicable federal, state and local laws.
- b. The Office shall provide full services 24 hours per day, seven days a week.
- c. 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.
- d. Pursuant to N.J.S.A. 52:17B-85, Gloucester County shall establish appropriate salaries, fees and expenses for the Office of the Medical Examiner.
- e. Said Office shall be physically located at 204 East Holly Ave, Sewell, New Jersey, 08080 and shall be known henceforth as the "Gloucester/Camden/Salem County Medical Examiner's Office".

- f. Gloucester County 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.
- g. There shall be a sign or signs in front of the physical building, designating the Office as the "Gloucester/Camden/Salem County Medical Examiner's Office".

2. THE COUNTY MEDICAL EXAMINER AND STAFF

- a. The Office shall be directed by a County Medical Examiner, duly appointed by both the Gloucester County Board of Freeholders and the Camden County Board of Freeholders. The County Medical Examiner shall be vested with all statutory and regulatory authority on behalf of both Camden and Gloucester Counties.
- b. Gloucester County shall employ all staff necessary for the Office to meet all statutory and regulatory obligations for the operation of the Office. Any and all staff of the Office shall be employees of Gloucester County, including but not limited to the Medical Examiner.
- c. The County Medical Examiner and his staff shall meet all statutory and regulatory requirements.
- d. 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.
- e. The employees of the Office shall be responsible for its administration.
- f. The staff of the Office shall receive all day time calls from the various Communication centers, and respond accordingly. (Camden County shall continue to take initial incoming calls of notice of death to report to the scene. Camden will then call the Office, or if necessary, the Gloucester County Communications Center, and the Office shall respond accordingly).
- g. The Office shall contract with appropriate facilities for the use of morgue space in order to accept bodies and to conduct autopsies.
- h. The Office shall maintain an annual operational budget, which shall be provided to Camden County upon acceptance of same by the Gloucester County Board of Freeholders.
- i. The Medical Examiner shall appear as an expert witness for hearings, trial, or depositions in connection with work performed as the Medical Examiner.
- j. The Medical Examiner shall provide consultations with law enforcement, prosecutors and families seven days a week.

3. NEW STAFF REQUIREMENTS OF AND BY GLOUCESTER COUNTY

- a. Gloucester County shall assign staff to cover Camden County. It is understood and agreed, however, that there shall be staff available at all times who will cover all areas covered under this agreement.
- b. Gloucester County agrees that it shall endeavor, at all times relevant hereto, to respond to all calls placed by or in Camden County within 15 minutes of receipt, and shall respond to all crime and death scenes within 90 minutes.

4. PAYMENT BY CAMDEN COUNTY

- a. Camden County shall pay to Gloucester County an annual sum for 2016, not to exceed \$1,036,799.00, representing the estimated number of annual Camden County cases, including the workload, staffing and operational needs. The payment shall be in equal monthly installments of \$86,400.00, payable on the fifteenth of each month.
- b. This payment by Camden County is based upon an annual estimate which includes the following: 1,300 investigations; 410 bodies actively transported to the Medical Examiner's Office; and 200 autopsies.
- c. This monthly amount shall be adjusted, upon written consent of both parties, as based upon actual work performed. In order to effectuate such a change, a quarterly review of all expenses and costs shall be conducted by both parties. Any such change in payment shall be made in writing, and signed by both parties.
- d. Annual contract ceiling will be adjusted at the beginning of each subsequent year to reflect projected costs associated with operating this office, upon written consent of both parties.

5. TERM

The term of this agreement shall be for five years, commencing upon Notice to Proceed by Camden County and terminating 5 years thence. Either party may terminate this agreement upon 120 days written notice to the other.

6. INDEMNIFICATION

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 the County's acts or omissions in connection with this agreement.

7. REPORT OF SERVICES

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

8. DISPUTE OF SERVICES

In the event of any dispute as to the terms of this Agreement, the Gloucester County and Camden County Administrators, or their designees, shall meet to resolve said disputes.

9. AMENDMENT OR MODIFICATIONS

This Shared Services Agreement may not be amended, altered or modified in any manner, except in writing, signed by the parties hereto.

10. HEADINGS

This section and any other headings herein are for reference purposes only and shall not affect the meaning and interpretation of this agreement.

11. INVALID CLAUSE

The invalidity of any clause contained herein shall not render any other provision invalid and the balance shall be binding upon all parties hereto.

12. ENTIRE AGREEMENT

This agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

13. AFFIRMATIVE ACTION

The parties to this agreement agree to incorporate the mandatory affirmative action language attached hereto as Exhibit A.

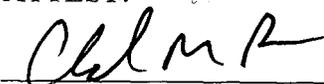
14. NOTICE

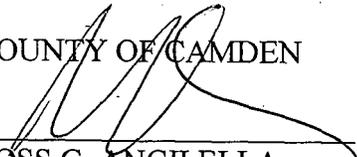
All notices hereunder shall be in writing, and mailed, postage paid, certified mail, return receipt requested, to Camden County directing the same to the Office of County Counsel, 520 Market Street, Camden, New Jersey, 08102, and to Gloucester County at 2 South Broad, Woodbury, New Jersey 08096.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year first above written on the face page of this agreement.

ATTEST:

MARIANNE DIPIERO,
CLERK OF THE BOARD

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

COUNTY OF CAMDEN

ROSS G. ANGILELLA,
ADMINISTRATOR

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
DIRECTOR

DESCRIPTIONS (CONTINUED FROM PAGE 1)

Description of Operations Continuation:

the Shared Service Agreement for the Creation, Maintenance and Administration of a Cooperative Office of County Medical Examiner.

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| Company E: XS Worker Compensation | Statutory x \$1,000,000 |
| XS Employers Liability | \$5,000,000 x \$1,000,000 |
| Policy Term 1/1/16 to 1/1/17 Policy # SP4054261 | |