

CITY OF VINELAND

RESOLUTION NO. 2018- 2

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF HEALTH AND CITY OF VINELAND FOR HAZARDOUS MATERIALS RESPONSE SERVICES

WHEREAS, the Cumberland County Board of Health (CCBOH) is obligated to provide a County Environmental Health Act (CEHA) program for the control of air, water, solid waste and hazardous materials pollution, among other services; and

WHEREAS, N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 26:3A2-21 et seq. requires the CCBOH to have sufficient staff and qualified employees to carry out the CEHA program; and

WHEREAS, the City of Vineland has a Hazardous Materials Response Unit within the Vineland Fire Department consisting of City employees and volunteers of the several Vineland Fire Departments who are adequately trained to meet the obligations of 29 CFR 1910.120(f) et seq.

WHEREAS, the City and County Board of Health recognize that there are greater efficiencies by entering into a shared services agreement which reflects as cost savings to the taxpayers; and

WHEREAS, N.J.S.A. 40A: 65-1 et seq., The Uniform Shared Services Consolidation Act, allows the City and County Board of Health to enter into a shared service agreement to provide or receive any service that the parties would otherwise perform for itself.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Service Agreement by and between the Cumberland County Board of Health and City of Vineland for Hazardous Materials response within the County, specifically for the control of hazardous materials pollution, said agreement to be in the form and substance substantially similar to that which is attached hereto and made a part hereof.

Adopted:

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President of Council

ATTEST:

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City Clerk

**CUMBERLAND COUNTY BOARD OF HEALTH**

**AND**

**CITY OF VINELAND**

**SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Cumberland County Board of Health (hereinafter referred to as the (CCBOH) and the City of Vineland (hereinafter referred to as City of Vineland/City of Vineland Hazmat Team). This agreement covers the jurisdictional boundaries of the Cumberland County Board of Health.

**WHEREAS**, pursuant to **N.J.S.A. 26:3A2-21 et seq.** the **County of Cumberland** is obligated to provide a County Environmental Health Act (CEHA) program through it's County Department of Health for the control of air, water, noise, solid waste and hazardous materials pollution; and

**WHEREAS**, the CCBOH Health Officer, pursuant to **N.J.S.A. 26:3A2-1 et seq.** and **N.J.S.A. 26:3A2-21 et seq** serves as the Chief Administrative, Enforcement and Fiscal Officer for Cumberland County's certified **CEHA** program, and requires a sufficient staff or qualified employees to carry out such programs as: air, noise and solid waste pollution control services within the County pursuant to applicable laws and regulations and the Cumberland County Health Department (CCHD) Certified CEHA Work Program; and

**WHEREAS**, the City of Vineland has a Haz Mat unit within the Vineland Fire Department consisting of City Employees and volunteers from the ranks of the Volunteer Fire Departments within the City of Vineland (Vineland Haz Mat Unit).

**WHEREAS**, the parties desire to enter into an Agreement for the provisions of **CEHA** functions; specifically, air and solid waste pollution control services and environmental health hazards related thereto (Services) and

**WHEREAS**, this Agreement is established in accordance with **N.J.S.A. 26:3A2-21 et seq.** and **N.J.S.A. 40:8A-1 et seq.;**

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

**A. RESPONSIBILITIES OF CITY OF VINELAND:**

1. The City of Vineland Fire Department has personnel trained in hazardous materials/emergency response services which satisfy the performance standards, prescribed by the NJDEP under the CEHA regulations at **N.J.A.C. 7:1H-3.3 (City Haz Mat Unit)** The City and/or the CCBOH also have sufficient equipment to carry out the terms of this Agreement which is housed at the City of Vineland Fire Department.
2. The City Haz Mat Unit and emergency response equipment in the possession of the City of Vineland may be requested at any time, including after hours, holidays and weekends, by the certified agency as part of the responsibilities of the City of Vineland in accordance with this Agreement. Services resulting from any

emergency condition requiring a **Level Two** or **Level Three** incident response and occurring within the jurisdictional boundaries set forth in paragraphs 5 below shall be provided in accordance herewith.

3. It is understood by the parties that members of the City Haz Mat Unit have other obligations to the City of Vineland and may not be available to respond to a call by the Cumberland County Health Department although they shall take all reasonable steps to respond. If the City Haz Mat Unit members are unable to respond there shall be no liability on the part of City of Vineland for non-response.
4. The City of Vineland acknowledges its responsibilities as set forth in this Agreement and, at all times, shall act in good faith in the performance thereof, however the Parties acknowledge that the volunteer members have no legal obligation to respond.
5. The jurisdictional boundaries within which the City of Vineland shall provide the aforesaid services shall in the normal course, include all incidents requiring the Services occurring in all municipalities of Cumberland County.
6. The City of Vineland acknowledges that the certified agency's health officer, or his designee, shall, upon arrival at the scene of an emergency involving hazardous materials, take responsibility as the on-site coordinator and shall work in coordination with the City Haz Mat Unit in determining appropriate response action, however, all final decisions shall be the sole responsibility of the on-site coordinator.
7. City Haz Mat Unit shall record their findings on ICS 201 forms and attach to the form any evidence they have secured, including but not limited to, complainant statements, pictures, police and/or fire department reports, etc.
8. City Haz Mat Unit shall provide complete cooperation in the CCBOH Civil/Administrative prosecution of any and all cases.
9. Nothing in this Agreement shall be construed to mean that the CCBOH has surrendered its authority pursuant to **N.J.S. A. 26:3A2-21 et seq.**

**B. CUMBERLAND COUNTY BOARD OF HEALTH RESPONSIBILITIES:**

1. The **CCBOH** Health Officer, shall pursuant to **N.J.S.A. 26:3A2-14** and **N.J.S.A. 26:3A2- 21 et seq.** be the Chief Administrative, Enforcement and Fiscal Officer of Cumberland County's **CEHA** Program.
2. The **CCBOH** Health Officer, pursuant to **N.J.S.A. 26:3A2-21 et. seq.** is responsible for the provision of hazardous materials/ emergency response services within the above-referenced specified jurisdiction in Cumberland County, pursuant to the terms of the **CCHD** Certified **CEHA** Work Program and City Haz Mat Unit shall act under the supervision thereof.
3. At all times during the term of this Agreement, the CCBOH shall keep and hold the City of Vineland and City Haz Mat Unit members harmless for any act or omission directly or indirectly related to the

Services and shall indemnify the City and City Haz Mat Unit members for any cost directly or indirectly incurred including reasonable attorney fees for any claim in tort or otherwise arising out of the Services provided. The CCBOH shall also be responsible for the provision of protection of any City employee and/or volunteer in accordance with N.J.S.A. 34:15-1 et seq specifically when the City Haz Mat Unit is dispatched.

4. At all times when the City Haz Mat Unit is dispatched to respond at the direction of the CCBOH, City of Vineland shall be entitled to receive reimbursement for its cost for responding to any case in which CCBOH is responsible in accordance with N.J.S.A. 26:3A2-21 et seq. These costs shall be based upon direct and indirect costs to City of Vineland during the conduct of the incident response and these costs shall be itemized and shall be presented to the CCBOH Health Officer. The costs shall include but not be limited to salaries and overtime responsibilities as specified in any employment contract between the City of Vineland and any bargaining unit representing the City Employees. Reimbursement may be in the form of equipment given to the City in lieu of payment provided both parties agree to the same and further agree that the value of the equipment shall be substantially equivalent to the costs incurred.
5. Any recovered costs credited to Cumberland County Health Department shall be deposited into the CCBOH Environmental Quality and Enforcement Trust account within the calendar year they are collected and shall be used exclusively for the provisions of this Agreement as required by N.J.S.A. 26:3A2-35.
6. If at any time, the City of Vineland cannot maintain its obligations pursuant to this Agreement, the terms of this Agreement become suspended however any payments due to the City of Vineland for Services provided shall be paid and the City Haz Mat Unit and/or the City of Vineland shall continue to provide assistance in collection of any amounts due from any source.
7. For the purposes of this Agreement, the term "dispatch" shall mean notification from the Cumberland County Dispatch Center or the CCBOH to the City Haz Mat Unit advising them to respond to an incident in accordance with the CEHA Program.

#### **C. TERMS AND CONDITIONS:**

1. The provision of this Agreement shall commence upon the formal approval of this Agreement and remain in effect unless the CCBOH or City of Vineland notifies the other, by certified mail, of the intentions to terminate the Agreement with a notice of time at least ninety (90) days prior.

2. City Haz Mat Unit or their City designated representative shall periodically meet with the **CCBOH** Health Officer or designee as may be necessary to ensure that all of the obligations under this Agreement are being satisfied.
3. The City of Vineland shall provide the **CCBOH** Health Officer or designee with an annual report that demonstrates the City Haz Mat Unit members comply with 29 CFR 1910.120 (f) et seq. for the previous year by January 30<sup>th</sup> of each year of the contract. The report shall document each team member's name, date of the member's most current passing hazardous materials physical, and date of their most recent fit test that identifies the mask used. The report should also document the highest level of hazardous material training that the City Haz Mat Unit member has completed and if they are currently in good standings as a responder (fit for duty / entry).
4. Nothing in this Agreement shall be construed to provide the CCBOH Health Officer with any authority or supervision over the internal administration of City of Haz Mat Unit members except as it relates to the Services which are the subject of this Agreement.
5. In the event that any provisions of the Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect, to the extent possible.

**IN WITNESS HEREOF**, the parties have set their hands and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST:

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CITY OF VINELAND

BY:

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ATTEST:

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CUMERLAND COUNTY BOARD OF HEALTH

BY:

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