

CITY OF VINELAND

RESOLUTION NO. 2019-177

**RESOLUTION AMENDING RESOLUTION 2019-95,  
RESOLUTION AUTHORIZING THE EXECUTION OF A  
SHARED SERVICES AGREEMENT BY AND BETWEEN  
THE CITY OF VINELAND AND COUNTY OF SALEM  
FOR HEALTH OFFICER SERVICES.**

**WHEREAS**, on or about March 12, 2019, City Council of the City of Vineland adopted Resolution 2019-95, a Resolution authorizing the execution of Shared Services Agreement by and between the City of Vineland and County of Salem for Health Officer Services; and

**WHEREAS**, the County of Salem (County) has agreed to pay the City of Vineland \$63,877.92 per annum in monthly installments of \$5,323.16 for the use of City of Vineland Health Officer to serve the County of Salem on a part-time basis of 7 hours per week on site and 7 hours per week on call for a total of 14 total hours a week for the County; and

**WHEREAS**, subsequent to the adoption of Resolution 2019-95, the County determined that it may not be necessary for their use of the City of Vineland's Health Officer for 7 hours per week on site and 7 hours per week on call depending upon whether a present employee of the County becomes qualified to serve as a health officer in accordance with State Statute; and

**WHEREAS**, the County of Salem intends upon utilizing the City of Vineland Health Officer however should the individual County employee obtain certification during the term of the Shared Services Agreement, the County has requested the City agree to reduce the number of hours from 14 per week to 7 per week on site to provide a cross training opportunity and the payment therefore would be reduced from \$ 63,877.92 to \$ 31,938.96 per year or \$ 2,661.58 per month, however the Shared Services Agreement shall not be cancelled for at least a period of 1 year; and

**WHEREAS**, the County of Salem adopted Resolution 2019-156 authorizing the execution of the Shared Services Agreement between the City of Vineland and County of Salem in the form attached hereto.

**NOW THEREFORE BE IT RESOLVED** by Council of City of Vineland that the Mayor and Clerk here by authorized to execute the amended Shared Services Agreement between the County of Salem and City of Vineland as attached hereto and made a part hereof.

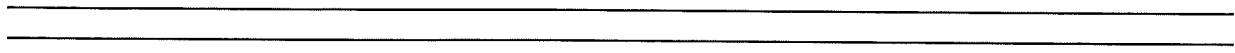
**BE IT FURTHER RESOLVED** that Council of the City of Vineland

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk



**SHARED SERVICES AGREEMENT**

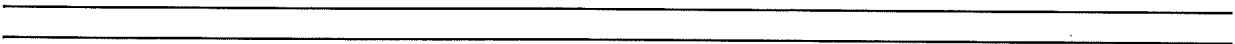
by and between the

**THE COUNTY OF SALEM**

**AND**

**THE CITY OF VINELAND**

**Dated: April 22, 2019**



Prepared by: Richard P. Tonetta

## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** ("Agreement"), dated this 22nd day of April, 2019, by and between the City of Vineland, a municipal corporation of the State of New Jersey with its principal offices located at 640 East Wood Street, Vineland New Jersey (City) and the County of Salem a body politic and corporate State of New Jersey with offices at 92 Market Street, Salem, New Jersey 08079.

### RECITALS

- A. The City and the County agree that the residents can be better served with a reduced expenditure of tax dollars, while providing a greater level of governmental services through a shared services agreement;
- B. The County and City have recognized their value to each other to help fund needed Health Officer Services.
- C. In enacting the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), the New Jersey Legislature has encouraged any local unit of the State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction as a means to reduce local expenses funded by property taxpayers;
- D. The City and the County as "local units" defined by the Act are empowered to enter into Shared Services Agreements;
- E. The City and the County wish to assist each other to the extent possible and alleviate their mutual needs for maintenance and administration of a duly licensed Health Officer services that they are each fully able to perform independently but it would more cost effective to share;
- F. Through this Agreement, it is the intention of the parties to cooperate and collaborate with one another in order to share certain services and resources set forth herein to operate in a more cost effective manner thereby providing more expeditious and efficient services to their respective taxpayers;
- G. Acting pursuant to the Act, the City and the County desire to enter into this Shared Services Agreement (the "Agreement") through which the City and the County shall hereinafter share certain services and resources in order to decrease costs by both the City and the County;
- H. The City and the County shall consider the adoption of a Resolution authorizing the execution of this Agreement; and
- I. This Agreement shall take effect upon the adoption of said resolutions and the execution of this Agreement by all parties.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, and pursuant to all applicable federal, state, and local laws, statutes, codes or ordinances, the City and the County do hereby agree as follows:

**1. BASIC TERMS OF AGREEMENT.**

- 1.1 Pursuant to the Background above, which is hereby expressly incorporated into this Agreement by reference, the City agrees to share the City's licensed Health Officer and his/her services as set forth herein below in order to operate in a more cost effective manner thereby providing more expeditious and efficient services to their respective taxpayers.
- 1.2 The City's full-time Health Officer shall perform maintenance and administration to carry out within the jurisdiction of the County a program to meet "Public Health Practices Standards for Local Boards of Health in New Jersey in accordance with N.J.A.C. 8:52-1 et seq., and N.J.S.A. 26:1A-1, et seq., and he/she shall dedicate 1 full day (7 hrs) at the office of the Salem County Health Department and such locations within Salem County as necessary to carry out the duties of Health Officer. The Health Officer shall be available "on call" for an additional 7 hours per week for such service as are required.
- 1.3 The County shall pay to the City the sum of \$ 63,877.92 per annum in monthly installments of \$5,323.16 on the first day of each month commencing on the date first set forth have above.

**2. SCOPE OF SERVICES**

- 2.1 City and County agree to share the following services:
  - 2.1.1 City shall provide a Health Officer, and County shall designate the City Health Officer of Vineland, as its Health Officer. The said Health Officer shall be the enforcement agent of County 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 the County and City. The Director of Health will be responsible for policy, programs, administration, budgeting and staff unless otherwise limited by New Jersey State Statute and other regulations and required to be performed by the Health Officer.
  - 2.1.2 The Health Officer shall possess a New Jersey Health Officer License, and shall serve on a part-time basis of 7 hours per week on site and 7 hours on call per week for a total of 14 total hours per week for the County.
  - 2.1.3 County shall be an applicant and recipient, as required by the State of New Jersey, of any State Aid or other resources to which County has entitlement. The Health Officer in conjunction with the Director of Health is to provide approval, as needed, for state grants and funds.

- 2.1.4 City shall provide the services of the Health Officer specified herein from April 1, 2019 through March 30, 2022 unless terminated earlier in accordance herewith.
- 2.1.5 County shall provide an office for the exclusive use of the Health Officer.
- 2.1.6 To the extent permitted by law, County 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 ordinance shall remain in effect during the period of this contract.
- 2.1.7 Under this contract, the Health Officer of the City, is the general agent of the County, and such agent shall have full powers of performance and maintenance of the services contracted for and authority to undertake any operation reasonably necessary to carry out the duties of Health Officer, with approval of the Director of Health, including all powers of enforcement and administrative regulation which are or may be exercised by County 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, contracting, 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 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.
- 2.1.8 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 review required program activities with each jurisdiction and their respective employees. Each local unit shall maintain an annual operational budget, approved by each jurisdiction's governing body to maintain respective operations.
- 2.1.9 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 City and County (Director of Health, County Administrator and Purchasing Agent, etc.) to discuss needs and recommendations to be considered, at least once a year. Minutes shall be taken and recorded.
- 2.1.10 This contract is to be approved by the adoption of a Resolution by the County and a Resolution by the City pursuant to the Shared Services Act, (N.J.S.A. 40:8a-1, et seq).

### 3. COUNTY OBLIGATIONS

- 3.1.1 County shall pay City \$ 63,877.92 for the first year of this contract in equal

monthly installments of \$ 5,323.16. City acknowledge that the County is in the process of obtaining the designation of Health Officer for one of its existing County Employees. Should that individual obtain certification during the term of this agreement, the County and City agree to reduce the number of hours from 14 per week to 7 per week to provide for a cross training opportunity. The payment thereafter shall be \$31, 938.96 per year or \$2, 661.58 per month.

3.1.2 In Addition to the compensation described in paragraph 3.1.1, above, County shall reimburse City 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 City and provided to County with appropriate supporting documentation. County will make payment of the reimbursement amount within ninety (90) days of receipt of the documentation.

3.1.3 Nothing contained herein shall be construed as altering in any way the legal obligation of County, or any municipality located within Salem County, law enforcement agencies and personnel to respond appropriately in all cases occurring in and/ or involving the County. In the event that any claim shall be brought against the Health Officer from matters occurring in Salem County, then the County shall be responsible for providing legal advice and any necessary defense and/or indemnification required to adequately represent the Health Officer.

#### **4 TERMS**

- 4.1 This Agreement shall commence on April 1, 2019 and conclude March 30, 2022. Either party may terminate this Agreement upon sixty (60) days written notice to the other in accordance with Paragraph 14 herein.
- 4.2 The Parties may renew for an additional 3 year term under the same terms and conditions excepting cost which shall be negotiated.

#### **5 INSURANCE AND INDEMNIFICATION.**

- 5.1 City and county each maintain policies of liability insurance providing coverage for claims against the Health Officer. City's policy shall name County as an additional insured; County's policy shall name City as additional insured.
- 5.2 Each party 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 damages or other liability arising out of or in response of the Health Officer's actions.
- 5.3 Each party 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 damages or other liability arising out of or in any way connected with that entity's acts or omissions in connection with this agreement.

5.4 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 City, County 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.

5.5 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, and County shall give an authorized City representative prompt written notice of the filling of each such claim and the institution of each such suit or action;

5.6 City shall not, without the prior written consent of County, adjust, settle or compromise any such claims, suit or action with respect to the Office, and 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.

## **6. REPORT OF SERVICES.**

6.1 The Health Officer shall provide a written report every thirty (30 ) days detailing the activities and services performed for County during the prior month. Said report shall be provided to County in a timely fashion, at the address specified herein.

## **7. LIMITATION OF DELEGATION**

7.1. To the extent that this Agreement constitutes a delegation of authority by City to County, 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 City nor County 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.

## **8. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

8.1 In the event that any agreement which is contained in this Shared Service 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.

## **9 NO PERSONAL LIABILITY.**

9.1 No covenant, condition or agreement contained in this Shared Service 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 officer, agent or employee of either County nor any official executing this Shared Service Agreement shall be liable personally on this Shared Service Agreement by reason of the execution hereof by such person or arising out of any transaction or activity

relating to this Shared Services Agreement.

**10. MISCELLANEOUS.**

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

10.2 **Successors and Assigns.** This Shared Service Agreement shall inure to the benefit of and shall be binding upon the City, County and their respective successors and assigns.

10.3 **Severability.** In the event that any provision of this Shared Service 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.

10.4 **Entire Agreement.** This Shared Service 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.

10.5 **Further Assurances and Corrective Instruments.** County and City shall execute, acknowledge and deliver, or cause to be executed, acknowledged and be required for correcting an inadequate or incorrect description of the Office or to correct and inconsistent or ambiguous term hereof.

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

10.7 **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Service 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.

11. **EFFECTIVE DATE.** This agreement shall be deemed to be effective as of the date set forth herein above which date shall be considered the commencement date of this Agreement.

**12. DISPUTE RESOLUTION**

In the event a dispute arises concerning the terms and conditions of this Agreement the parties agree to binding arbitration. The Parties shall attempt to mutually agree upon a third party to arbitrate any such dispute which arises under this Agreement. Any decision by the arbitrator shall be binding on the parties. In the event the parties are unable to mutually agree on the selection of a single arbitrator, each party shall appoint an attorney licensed to practice in the State of New Jersey to serve as arbitrators. The two chosen



arbitrators shall mutually agree on a third independent arbitrator to serve on the panel. Such appointment shall be made within fifteen (15) days after written notice by any party of the election to proceed with arbitration by a panel of arbitrators. Any decision by a majority vote of the three attorneys shall be binding on the parties. The costs and expenses of the arbitrator chosen by each party and fees charged by such arbitrator shall be borne by that party choosing such arbitrator. The cost and expenses of the third arbitrator shall be shared equally by the parties; however, each party shall be solely responsible for their own attorney fees and expenses related to retention of their own experts and witnesses.

### **13 CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

### **14 TERMINATION**

This Agreement may be terminated, upon written notice to the other party or parties, as appropriate, as follows:

- a. If, through any cause, a party shall fail to fulfill in timely and proper manner its material obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall notify the other party in writing of such violation at which point the violating party shall have thirty (30) days to cure such violation. Should the violating party fail to cure such violation, the aggrieved party thereupon shall have the right to terminate this Agreement upon giving written notice of such termination to the violating party.
- b. A party may terminate this Agreement for public convenience only after December 31, 2019 by a sixty (6) day notice in writing to the other party or parties, as appropriate.
- c. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, or to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

### **11. WARRANTIES & REPRESENTATIONS.**

The City and the County both warrant that its representatives who have signed this Agreement on behalf of the City and the County are authorized to do so.

### **12. COMPLIANCE WITH LAWS AND REGULATIONS.**

The City and the County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its supplying of the resources and/or the performance of the services described in this Agreement.

**13. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

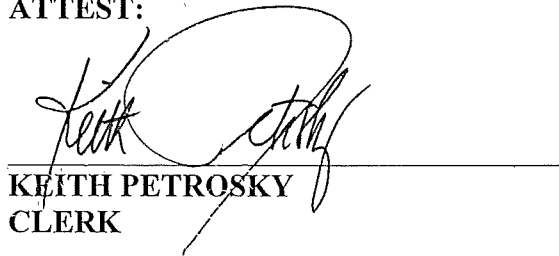
**ATTEST:**

  
STACY L. PENNINGTON  
CLERK OF THE BOARD


**COUNTY OF SALEM**

  
BENJAMIN H. LAURY  
FREEHOLDER DIRECTOR

**ATTEST:**

  
KEITH PETROSKY  
CLERK

**THE CITY OF VINELAND**

  
ANTHONY FANUCCI  
MAYOR