

CITY OF VINELAND

RESOLUTION NO. 2020-115

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND CUMBERLAND COUNTY BOARD OF HEALTH FOR HAZARDOUS MATERIAL EMERGENCY RESPONSE.

WHEREAS, the Cumberland County Board of Health (Board) provides a County Environmental Health Act (CEHA) program to implement and carryout the requirements thereof; and

WHEREAS, the CEHA program requires the Board to maintain sufficient staff and qualified personnel to carry out the provisions of said program including personnel trained to respond to emergencies specifically related to hazardous materials which satisfy the performance standards prescribed by the New Jersey Department of Environmental Protection (NJDEP) as set forth in N.J.A.C. 7:1H-3.3 and 29 CFR 1910.120; and

WHEREAS, the City of Vineland (City) has as part of its Fire Department, individuals properly trained to respond to hazardous material emergencies; and

WHEREAS, the Board has requested the City provide emergency hazardous materials response County wide; and

WHEREAS, the Parties recognize the benefit and economies to be achieved by utilizing Shared Service for the provision of emergency hazardous materials response in accordance with the CEHA program that can be done more efficiently in combination then separately and the Parties are authorized, pursuant to the Uniform Shared Service Consolidation Act, N.J.S.A. 40A:65-1 et. seq. to enter into a Shared Service Agreement with any other local unit to provide or receive any service that each local unit could perform on its own; and

WHEREAS, the Parties intend upon entering into a Shared Service Agreement for the provision by City for County wide emergency hazardous materials response by the City's trained professionals as required by the CEHA program; and

WHEREAS, the Parties intend upon outlining their respective duties and obligations related to the provision of said service.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland that the Mayor and Clerk are authorized to enter into a Shared Service Agreement with the Cumberland County Board of Health for the provision of County wide response to hazardous materials emergencies in the form and substance substantially similar to the Agreement attached hereto subject to modifications as approved by the City Solicitor.

BE IT FURTHER RESOLVED that Council of the City of Vineland

Adopted:

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President of Council

ATTEST:

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City Clerk

SHARED SERVICES AGREEMENT BETWEEN  
CUMBERLAND COUNTY BOARD OF HEALTH  
AND  
CITY OF VINELAND

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Cumberland County Board of Health (hereinafter referred to as the CCBOH), the City of Vineland (hereinafter referred to as Vineland). This Agreement is applicable with respect to the services of the parties hereto within the boundaries of the County of Cumberland.

WHEREAS, pursuant to N.J.S.A. 26:3A2-21 et seq., the County of Cumberland has elected to provide a County Environmental Health Act (CEHA) Program through its County Board of Health implementing and carrying out the provisions thereof; 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 personnel to carry out such programs in accordance with the provisions thereof; and

WHEREAS, the City of Vineland has a Hazardous Material Unit within the Vineland Fire Department consisting of city employees and volunteers from the ranks of the Volunteer Fire Departments within Vineland and other personnel qualified to serve in the Unit and

WHEREAS, the parties desire to enter into a Shared Services Agreement for the provisions of CEHA functions; specifically hazardous materials, emergency response and mitigation and environmental health hazards related thereto. Services shall not include any clean-up of hazardous materials; and

WHEREAS, this Agreement is established in accordance with N.J.S.A. 26:3A2-21 et seq. and N.J.S.A. 40A:65-1 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 New Jersey Department of Environmental Protection (NJDEP) under the CEHA regulations at N.J.A.C. 7:1H-3.3 in addition to the standards set forth in 29 CFR 1910.120. Vineland has been supplied by the CCBOH sufficient vehicles and equipment to carry out the terms of this Agreement. Any future equipment that needs to be budgeted by CCBOH shall be requested by August 30<sup>th</sup> of each year, for receipt the following year. The CCBOH will review all requests and determine the scope of need. Both parties agree to pursue other funding opportunities prior to requesting funds from CCBOH budget. This does not include items from the DEP warehouse or previously agreed upon purchases through either contract or other.
2. The Hazardous Material response equipment owned or to be owned by Vineland may be requested at any time, including after hours, holidays and weekends, by the certified agency (CCBOH) as part of the responsibilities of Vineland as set forth in this Agreement. The CCBOH may request Vineland to respond to any hazardous material emergency condition which may occur within the County of Cumberland

and Vineland agrees that they shall provide and coordinate responses set forth in this Agreement.

3. It is understood by the parties to this Agreement that members of the City of Vineland Hazardous Material Unit are also firefighters serving the City of Vineland and may have other obligations to Vineland and may not be available to respond in each instance to a call by the CCBOH for hazardous material response but it is agreed that Vineland shall take reasonable steps to respond including requesting other Vineland firefighters fill in to cover emergency calls in Vineland when the Unit is deployed so as to assure proper first responder coverage in Vineland. It is agreed that if the necessary number of members of the Vineland Hazardous Material Unit are unable to respond to a hazardous emergency call, there shall be no liability to Vineland for failure to respond.
4. All parties to this Agreement acknowledge their 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 legal obligation to respond is based upon available manpower in accordance with Paragraph 3.
5. The participants to this Agreement agree that they will respond to all hazardous material emergencies which are dispatched by the Cumberland County Office of Emergency Management at the request of the CCBOH within the County of Cumberland subject to Paragraph 3 herein.
6. For the purposes of this Agreement, the term "dispatch" shall mean notification from the Cumberland County Dispatch Center at the request of the CCBOH to the

Hazardous Material Unit advising them to respond to an incident in accordance with CEHA Program.

7. It is agreed that the CCBOH shall dispatch a call for a hazardous material response to an emergency situation arising in Cumberland County. Upon dispatch, the individual in charge of the Vineland Hazardous Material Unit shall take all reasonable steps necessary to provide fire coverage to Vineland before dispatching the Unit. At the arrival at an emergency involving hazardous materials, the parties agree that they shall consult with one another and coordinate their work and response to the emergency in coordination with the CCBOH and the on scene incident commander. The parties agree that they shall work in collaboration to arrive at decisions with respect to the appropriate manner and means of response.
8. The Hazardous Material 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.
9. The Hazardous Material Unit shall provide complete cooperation in the CCBOH civil/Administrative prosecution of any and all cases.
10. 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.
11. The parties to this Agreement agree that to the extent practicable and wherever feasible, the deployment of resources and facilities in connection with the response to a hazardous emergency management shall be conducted in accordance with any comprehensive plan for the standardization and coordination of hazardous material response programs developed in accordance with N.J.S.A. 26:3A2-36, N.J.S.A.

26:3A2-38 or any other applicable authority promulgated by the State of New Jersey. A copy of the Emergency Support Function 10 Hazardous Materials Plan approved by the County of Cumberland Emergency Management Coordinator shall serve as the guide for the parties to this Agreement to perform functions relating to hazardous material emergency responses under this Agreement whenever practical and feasible. A copy of the September 2016 Emergency Support procedures in the Cumberland County Office of Emergency Management, Emergency Operations Plan, regarding hazardous materials shall be complied with to the extent practicable under the circumstance presented and to the extent that such policies and procedures do not conflict with hazardous material response programs promulgated or filed with the State of New Jersey or the Emergency Support Function 10 Hazardous Materials Plan approved by the Cumberland County Emergency Management Coordinator.

12. At all times during the term of this Agreement and any extensions thereof, the City of Vineland shall maintain Workers Compensation Insurance for the members of the Unit and provide all benefits to its members in accordance with their Collective Bargaining Agreement in effect now and as amended thereafter. The parties agree that the services provided hereunder shall be performed as employees of the City of Vineland and not of the CCBOH or County of Cumberland.

**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 County of Cumberland. Pursuant to the terms of the CEHA Annual Work Program Narrative, the Hazardous Material Unit shall operate in conformance with the provisions thereof.
3. At all times during the term of this Agreement, and the County of Cumberland agrees to maintain adequate liability insurance protection for the benefit of the parties to this Agreement in amounts satisfactory to both parties. The County of Cumberland agrees that in all responses to a hazardous material emergency, the County shall designate its coverage as primary for the benefit of the parties to this Agreement. Insurance coverage provided by Vineland, shall be deemed to be excess coverage to the coverage of the County of Cumberland. The parties to this Agreement agree that with the exception of insurance for workers compensation coverage as set forth in this Agreement, that the CCBOH is the responsible party for the provision of hazardous materials/emergency response services and shall indemnify and hold Vineland harmless for any loss or damages arising from or occurring during the performance of the duties of the Hazardous Material Unit under this Agreement. The provisions of this paragraph shall apply only in the event that a hazardous material response is dispatched as defined in this Agreement.
4. In exchange for the services provided by the City of Vineland and Vineland Hazardous Materials Unit in accordance with the terms of this Agreement, the City of Vineland shall be paid as reimbursement for costs associated with the services the sum of Sixteen Thousand (\$16,000.00) Dollars per annum commencing January

1, 2020. Payments shall be made on a quarterly basis on the first day of January, April, July, and October of each year. The payment shall automatically increase by 2.5% per annum for a 5 year period commencing on January 2021 through December 31, 2025 unless otherwise amended in writing by the parties. Each year this agreement remains in effect, the CCBOH shall reimburse the City of Vineland and Vineland Hazardous Materials Unit up to \$4,500 for the cost of the unit's required yearly physicals and/or equipment needed to perform hazmat response. Requests for equipment must be approved by CCBOH prior to purchase. Equipment purchases must be itemized and invoiced separately. Physicals must also be invoiced with an itemized list of associated costs per member after all members have received their physicals.

5. The Vineland Hazardous Materials Unit shall be responsible for pursuing recovery of expended costs in connection with a response to a hazardous material emergency as required by the terms of this Agreement from any responsible party and/or their insurance carriers. The CCBOH shall be responsible for pursuing recovery of expended costs in connection with any required clean-up in connection with a response to a hazardous material emergency. The parties to this Agreement shall act cooperatively with one another to recover any expended costs for both a response to a hazardous material emergency as well as any required clean-up in connection with a response to a hazardous material emergency. Any costs recovered in connection with a response by the Vineland Hazardous Materials Unit shall be the sole property of Vineland and any costs recovered for any required



clean-up shall be the sole property of CCBOH. The recovered costs by the Unit and CCBOH as specified herein represents unfunded costs incurred by each party.

6. If at any time, Vineland cannot provide support or personnel according to the terms of this Agreement, then the parties shall seek mutual aid from any other available personnel or municipality willing to cooperate to provide the services hereunder.
7. All hazardous materials response equipment agreed upon by the Cumberland County Homeland Security Committee in the possession of Vineland shall be turned over to Vineland and CCBOH and/or County of Cumberland shall execute any documents necessary to transfer title thereto to Vineland as and for partial consideration for the execution of this Agreement. All hazardous materials response equipment purchased from this contract date forward by the CCBOH for Vineland shall remain the sole possession of Vineland's unless otherwise agreed upon.
8. Vineland shall participate in determining the hazardous materials response equipment necessary for the proper performance of the duties contemplated in accordance with this Agreement. All hazardous materials response equipment acquired in accordance with the terms of this Agreement shall become the property of Vineland and for additional consideration for the execution of this Agreement. The City of Vineland may pursue independently of CCBOH grants available for acquisition of any and all hazardous materials response equipment whenever such grant applications become available for Federal, State or local grants. The CCBOH agrees to cooperate and support Vineland in any requests for grant applications.

9. During the term of this Agreement and any extensions, the parties agree that the Vineland Hazardous Materials Unit shall be the only dispatched unit excepting those circumstances involving mutual aid to and from other municipalities and counties.

C. TERMS AND CONDITIONS:

1. The provisions of the Agreement shall commence upon the parties hereto adopting this Agreement by their respective governing bodies and this Agreement shall remain in effect in accordance with the provisions of N.J.S.A. 40A:65-1 et seq. However, any party to this Agreement may decline further participation in this Agreement by giving all other parties to this Agreement written notice by certified mail of their intention to terminate participation in this Agreement at least ninety (90) days before the inception of their discontinuance of further participation under this Agreement. Upon termination in accordance herewith, no Party shall have any further obligation to the other except to the extent of providing indemnification in accordance with Paragraph B3 herein above.
2. The parties to this Agreement, or their designated representative, shall periodically meet with the CCBOH, the County of Cumberland OEM or such other parties as may be deemed advisable or necessary to participate in order to insure that all the obligations of this Agreement are being satisfied. In addition, the parties to this Agreement agree that they shall work cooperatively and constructively and as needed from time to time to formulate and implement goals, procedures and protocols when responding to hazardous material emergencies within the County of Cumberland in order to develop an organized, efficient methodology of

responding to environmental and hazardous material emergencies for the protection and safety of the public and personnel responding to such emergency.

3. The parties to this Agreement recognize and agree that a request for mutual aid from an adjoining or nearby county should be made to the Cumberland County Office of Emergency Management or the CCBOH. In such event, the parties agree that the Vineland Hazardous Material Unit may respond to the incident upon the dispatch to an adjoining county resulting from a request for mutual aid. In such event, the parties to this Agreement shall submit expenses for a mutual aid response to an adjacent or neighboring county to the Hazardous Material Unit of that county or the State of New Jersey for reimbursement of expenses incurred. The requirement to provide mutual aid shall be contingent upon the availability of the Unit as specified in Paragraph A3

4. Vineland agrees that it shall provide the CCBOH with an annual report that demonstrates that the Hazardous Material Unit members have complied with the provisions of 29 CFR1910.120(f) et seq. for the previous year by January 30<sup>th</sup> of each year of the contract. The report shall document each Unit 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 Hazardous Material Unit member has completed and if they are currently in good standings as a responder (fit for duty, etc.).

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

ATTEST:

CUMBERLAND COUNTY  
BOARD OF HEALTH

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

CITY OF VINELAND

\_\_\_\_\_

By: \_\_\_\_\_