

RESOLUTION NO. 2022- 131

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF SALEM AND THE CITY OF VINELAND FOR HEALTH OFFICER SERVICES.

WHEREAS, City Council adopted Resolution 2019-156 authorizing the execution of a Shared Services Agreement by and between the County of Salem and the City of Vineland for shared Health Officer Services (SSA); and

WHEREAS, the SSA has a three year renewal option and Salem County wishes to renew the SSA however, as they are presently training a Health Officer, they have requested the renewal period be reduced to one year; and

WHEREAS, the SSA also requires the Health Officer work a total of 14 hours per week for Salem County and the County has asked to reduce the number of hours from 14 to 7; and

WHEREAS, the reduction of services from 14 to 7 will also reduce the total payments to the City from \$63,877.92 to \$35,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute an amended Shared Services Agreement by and between the City of Vineland and Salem County for Health Officer Services in the form and substances as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

**AMENDED
SHARED SERVICES AGREEMENT**

by and between the

THE COUNTY OF SALEM

AND

THE CITY OF VINELAND

Dated: _____, 2022

Prepared by: Richard P. Tonetta

SHARED SERVICES AGREEMENT

THIS AMENDED SHARED SERVICES AGREEMENT ("Agreement"), dated this _____ day of _____, 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 have heretofore entered into a Shared Services Agreement dated April 22, 2019 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 the SSA, the parties cooperated and collaborated with one another in order to share certain services and resources set forth therein to operate in a more cost effective manner thereby providing more expeditious and efficient services to their respective taxpayers;
- G. The SSA at Paragraph 4.2 allowed a renewal of the SSA for an additional period of 3 years under the same terms and conditions and at Paragraph 3.1.1 specified the payment to be received from Salem County at \$63,877.92. The Parties wish to amend this to an additional period of 1 year. Further, at Paragraph 2.1.2 the SSA specified that the Health Officer shall serve 7 hours on site and 7 hours on call per week for a total of 14 hours and the Parties wish to amend the time and payment for the Health Officer services to a total of 7 hours on site per week and a payment of \$35,000.00 per annum.
- H. The City and the County shall consider the adoption of a Resolution authorizing the execution of this Amendment to the Shared Services 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**, shall be amended as follows:

Section 1.2 shall be amended to reduce the hours per week for the Health Officer to one full day of 7 hours per week, on site with no “on call” hours being required.

Section 1.3 shall be amended to reflect the payment by Salem County to be \$35,000.00 per annum in monthly installments of \$2,916.67 on the first day of each month commencing on April 1, 2022

2. **SCOPE OF SERVICES** shall be amended as follows:

Section 2.1.2 shall be amended to reflect the Health Officer shall serve on a part time basis of 7 hours City shall provide a Health Officer, and County shall designate the City Health Officer of Vineland, as its Health Officer.

Section 2.1.4 shall be amended to reflect the Health Officer shall provide the specified services from April 1, 2022 through March 30, 2023 unless terminated earlier in accordance with the SSA.

3. **COUNTY OBLIGATIONS** shall be amended as follows:

Section 3.1.1 shall be amended to reflect the payment from the County to the City shall be \$35,000.00 for the term of the SSA and this amendment with monthly installments being \$2,916.67 to provide cross training opportunity.

4. **TERMS** shall be amended as follows:

Section 4.1 shall be amended to reflect the Amended Shared Services Agreement shall commence on April 1, 2022 and conclude March 30, 2023. This Agreement shall commence on April 1, 2019 and conclude March 30, 2022. Either party may terminate this Agreement upon ninety (90) days written notice to the other in accordance with Paragraph 14 herein.

14 **TERMINATION** shall be amended as follows:

Section 14, Paragraph b shall be amended to reflect the Agreement may be terminated for public convenience only after December 31, 2022 by a sixty (60) day notice in writing to the other party or parties, as appropriate.

The balance of the Shared Services Agreement dated April 22, 2019 not amended hereby shall remain in full force and effect.

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

ATTEST:

COUNTY OF SALEM

CHAIRMAN

ATTEST:

THE CITY OF VINELAND

KEITH PETROSKY
CLERK

ANTHONY FANUCCI
MAYOR