

## SHARED SERVICE AGREEMENT

### BETWEEN THE SALEM COUNTY BOARD OF CHOSEN FREEHOLDERS AND

### THE TOWNSHIP OF CARNEYS POINT

This Agreement made this day of 1<sup>st</sup> day of September 2014, between the Board of Chosen Freeholders of Salem County, New Jersey hereinafter the County and the Board of Health of Carneys Point, 303 Harding Highway, Carneys Point, New Jersey 08069 hereinafter the Municipality.

Witnesseth:

WHEREAS, the parties desire to contract for the direction and provision of public health services of a technical and professional nature by the County and to the Municipality, pursuant to N.J.S.A. 26:3A2-1 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:

1. The County shall provide duly licensed personnel to carry out within the jurisdiction of the Municipality those hereinafter specified public health activities, pursuant to New Jersey Administrative Code Title 8, Chapter 51. Said activities shall meet "Public Health Practice Standards" as prescribed by the Public Health Council of the New Jersey State Department of Health and Senior Services under the authority of N.J.S.A 26:1A-1 et seq.
2. The County shall appoint a properly licensed Health Officer and the Municipality shall appoint the duly licensed Health Officer of the County as its Health Officer. Said Health Officer shall be the enforcement agent of the Municipality for its public health and environmental health ordinances and other appropriate Sanitary Laws of this State.
3. The County shall provide the services specified herein from September 1, 2014 through August 31, 2019. The contract thereafter shall be renewed every 5 years.
4. The Municipality may withdraw from this contract by a resolution specifying its method of continuing to meet Public Health Practice Standards and in accordance with NJSA 26:3A2-1 et seq. Any such action may require a reduction in the County's workforce, and those employees shall be given their employment rights as outlined in NJSA 26:3A2-16, 17 and 18. A certified copy of such a resolution shall be submitted to the County by July 1<sup>st</sup> of any year in order to withdraw by January 1<sup>st</sup> of the following year. Failure to give notice by July 1<sup>st</sup> shall make the Municipality liable for the following year. A copy of any withdrawal resolution shall be submitted to the New Jersey State Commissioner of Health by the Municipality at least six months prior to the withdrawal date.
5. The Municipality shall exercise its power to pass, alter, or amend its health ordinances by adopting those codes, rules or regulations required to meet the Public Health Practice Standards as requested by the County Health Officer. Such ordinances shall remain in effect during the period of this contract.

6. In order to unify policy and facilitate solution of common problems, staff representatives of the Salem County Board of Chosen Freeholders and the Board of Health of the Municipality shall have a joint meeting of designated representatives on a periodic basis. Minutes of such meetings shall be taken by the County Health Department staff and shall be sent to the State Commissioner of Health and Senior Services.
7. By this Contract, the County agrees to implement, as a minimum, the Public Health Practice Standards as prescribed by the Public Health Council of the New Jersey State Department of Health and Senior Services and as required by the "Local Health Services Act".
8. Any changes, deletions, or additions in Public Health Practice Standards activities made by the Public Health Council pursuant to the "Local Health Services Act" will be adhered to.
9. Health nuisance and other appropriate complaints may be received by the Municipality for referral to the County. Health nuisance and other appropriate complaints otherwise directed shall be investigated by the County.
10. The Contract is uniform and affects each Municipality in Salem County equally. The costs for the services to be rendered under this contract on behalf of each Municipality individually and all of the municipalities within the County collectively, shall be borne by the County as part of its general budget pursuant to 40:8A et seq. It is further agreed that the County shall be the applicant and recipient of any state health aid, or public health priority funding or similar grants to which any and all municipalities with the County have entitlement.
11. This Contract shall be subject to the approval of the State Commissioner of Health.
12. This Contract to be approved by the adoption of a resolution by the contracting Municipality and by resolution of the Salem County Board of Chosen Freeholders pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.
13. Any party performing a service under this contract is the general agent of any party or parties on whose behalf such service is performed pursuant to this contract, and such agent party shall have full powers of performance and maintenance of the services contracted for and full powers to undertake any ancillary operation reasonable necessary or convenient to carry out its duties, including all powers of enforcement and administrative regulation which are or may be exercised by the party on whose behalf it acts pursuant to the contract, 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, constructing or maintaining any capital facility acquired or constructed by an agency party unless such part or share is provided for in this contract or in an amendment thereto which shall have been satisfied by the parties hereto in the manner provided in N.J.S.A. 40A:65-1 et seq. for entering into a contract.


IN WITNESS THEREOF, the Board of Chosen Freeholders of the County of Salem has caused this instrument to be signed by its Director, attested by its Clerk and its corporate seal to be hereunto affixed pursuant to a Resolution who has caused its proper officers to execute the same, the day and year first above written, after adoption of a resolution as hereinabove set forth.

ATTEST:

COUNTY OF SALEM

  
\_\_\_\_\_  
KEVIN CROUCH

Clerk of the Board

BY:   
\_\_\_\_\_  
JULIE ACTON

Freeholder Director

ATTEST:

MUNICIPALITY

  
\_\_\_\_\_  
Secretary

BY:   
\_\_\_\_\_  
RICHARD GATANNIS

Mayor

CARNEYS POINT TOWNSHIP  
RESOLUTION 2014-141

APPROVING SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF SALEM AND  
THE TOWNSHIP OF CARNEYS POINT FOR HEALTH OFFICER

**WHEREAS**, the County of Salem employs duly licensed personnel to carry out the public health activities in order to meet the Public Health Practice Standards established by the State of New Jersey ; and

**WHEREAS**, the Township of Carneys Point does not have full time licensed personnel to carry out such functions and seeks to enter into an agreement with the County to provide said services for the municipality; and

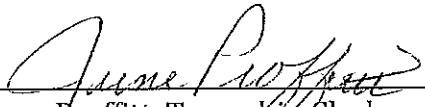
**WHEREAS**, such an agreement for shared services is permitted by N.J.S.A. 26:3A2-1 et seq and N.J.S.A. 40A:65-1 et seq.

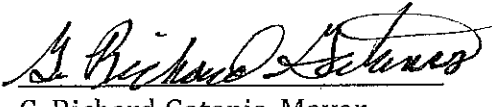
**NOW, THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Carneys Point that Township shall enter into a shared service agreement for provision of health services with the County of Salem.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are authorized to execute the agreement with the County of Salem in the form attached hereto.

ATTEST:

CARNEYS POINT TOWNSHIP

  
June Proffitt, Township Clerk

  
G. Richard Gatanis, Mayor

Adopted: August 20, 2014

COMMITTEE	MOVED	SECONDED	Y	N	ABSTAIN	ABSENT
PELURA	X		X			
BROWN		X	X			
DOWE			X			
NEWTON			X			
GATANIS			X			