

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Monmouth County Regional Health COUNTY: Monmouth

RECIPIENT: City of Long Branch COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Lead Paint Analyzer Instrument

EFFECTIVE DATE: January 1, 2017

EXPIRATION DATE: December 31, 2017

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \_\_\_\_\_

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

REF 24-17

**RESOLUTION AUTHORIZING INTERLOCAL SERVICES AGREEMENT WITH THE MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1 FOR A LEAD PAINT ANALYZER INSTRUMENT**

WHEREAS, the City of Long Branch ("City") Health Department entered into an agreement effective January 1, 2017 with the Monmouth County Regional Health Commission No. 1 for a Lead Paint Analyzer Instrument; and

WHEREAS, the City of Long Branch Health Department will utilize the Lead Paint Analyzer Instrument to protect the health, safety and welfare of the citizens of Long Branch from the dangers and public nuisance posed by the presence of lead paint; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., permits local units of the State to enter into a contract with any other local unit for the joint provision within their combined jurisdiction of any service which any part to the Agreement is empowered to rendered within its own jurisdiction; and

WHEREAS, the City of Long Branch Health Department per the recommendation of Sidney Johnson, Health Officer, and the Monmouth County Regional Health Commission No. 1 have authorized and approved an agreement which was duly adopted pursuant to N.J.S.A. 40:8A-4 of the Interlocal Services Act, in the form annexed hereto; and

WHEREAS, the City of Long Branch Health Department seeks the Agreement with the Monmouth County Regional Health Commission No. 1 effective January 1, 2017 and through December 31, 2017 for the Lead Paint Analyzer Instrument; and

WHEREAS, the funds necessary for this Interlocal Services Agreement are available in Line Item Appropriation # 7-01-071-215 in an amount not to exceed \$ 545.00 as certified by the Chief Financial Officer for the City as set forth in the attached Certification of Funds.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Long Branch that the agreement between the City of Long Branch and the Monmouth County Regional Health Commission No. 1 regarding utilization of a Lead Paint Analyzer Instrument be and is hereby effective January 1, 2017 and continuing through December 31, 2017; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Long Branch be and is hereby authorized to execute the Interlocal Services Agreement between the City of Long Branch Health Department and the Monmouth County Regional Health Commission No. 1 for the Lead Paint Analyzer Instrument.

BE IT FURTHER RESOLVED, that the Mayor of the City of Long Branch and/or his designee be and is hereby authorized to execute any other document necessary to effectuate the purposes of this Resolution and the attached Interlocal Services Agreement.

OFFERED: Pallone  
SECOND: Celli  
AYES: 3  
NAYES: 0  
ABSENT: 2-Billings, Serranni  
ABSTAIN: 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON 1-29-17  
IN WITNESS WHEREOF, I HAVE HERETO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 29th DAY OF JANUARY 2017  
Kathy L. Schmidt  
MUNICIPAL CLERK, R.O.C.

**CITY OF LONG BRANCH  
OFFICE OF THE FINANCE DIRECTOR  
344 BROADWAY  
LONG BRANCH, NJ 07740**

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

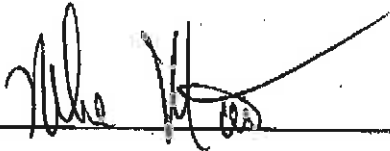
**CONTRACT FOR LEAD PAINT ANALYZER INSTRUMENT**

Said contract being made as follows:

**MONMOUTH COUNTY REGIONAL HEALTH COMMISSION #7-01-071-215,  
\$545.00**

Said funds being available in the form of:

**HEALTH DEPT #7-01-071-215, \$545.00**



Michael Martin, Chief Financial Officer

1/11/17

Date

**UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 et seq.**  
**LEAD PAINT ANALYZER**

This Agreement entered into this 1st day of January 2017 by and between the Monmouth County Regional Health Commission No. 1 and the City of Long Branch.

Witnesseth that:

Whereas, the Monmouth County Regional Health Commission No. 1 and the City of Long Branch desire to contract together in order to utilize a Lead Paint Analyzer instrument and

Whereas, the parties will utilize the Lead Paint Analyzer instrument to protect the health, safety and welfare of citizens from the dangers and public nuisance posed by the presence of lead paint; and

Whereas, the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

Whereas, the Monmouth County Regional Health Commission No. 1 and the City of Long Branch have authorized and approved this Agreement by Ordinance or Resolution duly adopted pursuant to N.J.S.A. 40:8A-4 of the Interlocal Services Act; and

Now, therefore, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

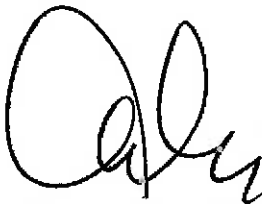
1. **Registration:** The Monmouth County Regional Health Commission No. 1 shall register with the New Jersey Department of Environmental Protection for possession of an ionizing radiation-producing machine as set forth in N.J.A.C. 7:28-3 et seq.
2. **Possession:** The Monmouth County Regional Health Commission No. 1 shall acquire a Lead Paint Analyzer Instrument and retain possession of such;
3. **Regular Repair and Maintenance:** The costs incurred for regular repairs, maintenance and annual licensing with the New Jersey Department of Environmental Protection of the Lead Paint Analyzer Instrument shall be the responsibility of the Monmouth County Regional Health Commission No 1.
4. **Proof of licensing and training:** Proof of appropriate licensing and training is required to borrow a Lead Paint Analyzer Instrument in the State of New Jersey. To comply with these requirements, all parties desiring to utilize the Lead Paint Analyzer Instrument shall - as necessary - supply a copy of the following document(s) to the Monmouth County Regional Health Commission No. 1 prior to the release of the lead analyzer instrument.
  - a) The responsible individual to whom the Lead Paint Analyzer Instrument shall be released shall document attendance in a training course offered by the manufacturer of the Lead Paint Analyzer Instrument on the use, care and handling of the instrument.
  - b) The responsible individual to whom the Lead Paint Analyzer Instrument shall be released will need hold a current and valid Inspector/Risk Assessor Health Official Lead Certification Permit issued by the New Jersey Department of Health Senior Services, whenever that individual is implementing activities regulated by (N.J.S.A 24:14A) - Chapter 13 of the New Jersey State Sanitary Code entitled the Childhood Lead Poisoning Prevention (N.J.A.C. 8:51) and the Public Health Practice Standards for Local Boards of Health - lead activities (N.J.A.C. 8:52 and N.J.A.C. 8:52-5.2 et seq).

c) The responsible individual borrowing the Lead Paint Analyzer Instrument shall while the lead analyzer instrument is in his possession comply with all the Radiation Protection Standards propagated by the New Jersey Department of Environmental Protection and must immediately report to the Radiation Safety Officer any and all conditions included in New Jersey Administration Code, Table 7 - Chapter 28 (N.J.A.C. 7:28-1 et seq.) and the New Jersey Department of Environmental Protection Radiation Protection standards.

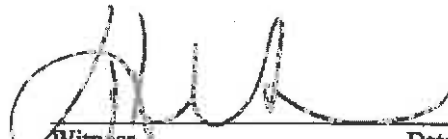
5. **Lost or Damage:** While in the possession of the authorized responsible individual, the full cost of replacing the Lead Paint Analyzer Instrument, if stolen or lost; or repairing the instrument, if damaged in excess of normal wear and usage, shall be the sole and full responsibility of the governmental unit on whose behalf the responsible individual borrowed the lead paint analyzer.
6. **Liability:** The Monmouth County Regional Health Commission No 1 and City of Long Branch shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., arising out of or related to performance of any activity under the terms of this Agreement;
7. **Effective Date/Termination:** This Agreement shall be effective January 1, 2017 and ending December 31, 2017.
8. Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to continue services.
9. Contract fees are determined by the Monmouth County Regional Health Commission #1 as associated with annual maintenance and resourcing radioactive canister costs of the LPA 2075 lead paint analyzer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the respective dates indicated below:

  
\_\_\_\_\_  
Health Officer  
Monmouth County Regional Health Commission #1

  
\_\_\_\_\_  
Adam Schneider, Mayor  
City of Long Branch Health

  
\_\_\_\_\_  
Witness  
01/05/17  
Date

  
\_\_\_\_\_  
Witness  
Date

LEAD METER MAINTENANCE FEES

2017

ANNUAL FEES

Semi-annual wipe test	\$40.00
Annual fee to State for Analyzer licensing - MCRHC responsibility	\$0.00
Annual cost to do a RESOURCE (15 months intervals)	\$2,304.00
FedEx to ship out	\$300.00
Administrative fee for State Required Documentation & History	\$80.00
<b>Annual cost to maintain Lead Analyzer LPA-2075</b>	<b>\$2,724.00</b>

<b>Fees per each Health Dept for Year 2017</b>	<b>\$545.00</b>
--	-----------------