

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Mon. County Regional Health Comm. COUNTY: Mon. County

RECIPIENT: Freehold Twp. COUNTY: Mon. Cty

BRIEF DESCRIPTION OF SERVICE:

use of a LEAD PAINT ANALYZER

EFFECTIVE DATE: 1/1/2016

EXPIRATION DATE: 12/31/2016

Please submit this cover sheet with shared service agreement either via email to 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.

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 2016 by and between the Monmouth County Regional Health Commission No. 1 and **Freehold Health Department**.

Witnesseth that:

Whereas, the Monmouth County Regional Health Commission No. 1 and Freehold Health Department 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 Freehold Health Department 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

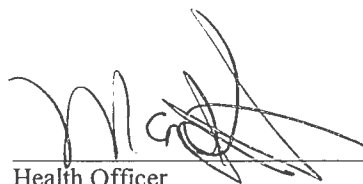
Now, therefore, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

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. However, in order to more equitably apportion the licensing, repair and maintenance costs among all parties having access to use of the Lead Paint Analyzer Instrument – a charge of Five Hundred Forty Five dollars and zero cents (\$545.00) shall be levied. This fee will be invoiced by the MCRHC to cover these contract period costs.
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).

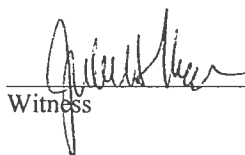
- c) The responsible individual borrowing the Lead Paint Analyzer Instrument shall while the lead analyzer instrument is in his possession comply with all the Radiation Protection Standards propagated by the New Jersey Department of Environmental Protection and must immediately report to the Radiation 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 Freehold Health Department 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, 2016 and ending December 31, 2016.
 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


 Health Officer
 Freehold Health Department

 _____
 Witness Date 01/12/16

 _____
 Witness Date 2/1/16



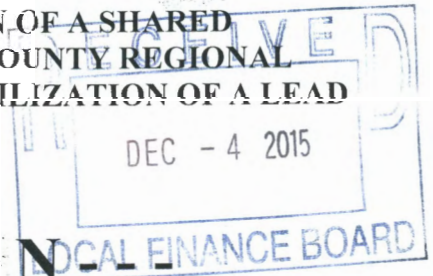
Resolution of the Township of Freehold

Monmouth County, New Jersey

No: R-15-285

Date of Adoption: November 24, 2015

TITLE: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE MONMOUTH COUNTY REGIONAL HEALTH COMMISSION NO. 1 FOR THE SHARED UTILIZATION OF A LEAD PAINT ANALYZER INSTRUMENT



--- RESOLUTION

WHEREAS, the Township of Freehold and the Monmouth County Regional Health Commission No. 1 are interested in the continued shared utilization of a 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, this venture between the Township of Freehold and the Monmouth County Regional Health Commission No. 1 would be beneficial to taxpayers; and,

WHEREAS, an Agreement entitled "Interlocal Services Agreement - Lead Paint Analyzer" between the Township of Freehold and the Monmouth County Regional Health Commission No. 1 has been proposed and found acceptable;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Freehold that Township representatives are hereby authorized to execute the aforementioned Agreement;

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the Township Clerk's Office and available for public inspection;

BE IT FURTHER RESOLVED that, pursuant to NJSA 40A:65-1, a certified copy of the within Resolution shall be forwarded to New Jersey Department of Community Affairs, Division of Local Government Services;

BE IT FURTHER RESOLVED that a certified copy of the within Resolution be forwarded to the Monmouth County Regional Health Commission No. 1, the Freehold Township Administrator, the Freehold Township Health Officer and the Freehold Township Director of Finance.

No. R-15-285

VOTE OF THE TOWNSHIP COMMITTEE							
COMMITTEEMAN	I	S	Y	N	NV	AB	
Mr. Ammiano			X				
Mrs. McMorrow	X		X				
Mr. Preston		X	X				
Mr. Salkin			X				
Mayor Cook			X				
I-Introduced By S-Seconded By X- Indicates Vote NV- Not Voting AB- Absent							

R-15-285

I do hereby certify that the foregoing is a true copy of a resolution adopted at a meeting of the Township Committee held November 24, 2015.

Signed: *Jessie A. Warner*
Township Clerk

Date: November 25, 2015

