

**Sample Uniform Shared Services Agreement for Hazmat Services**

This sample is provided as guidance and may be revised to appropriately reflect the names and types of entities entering into this Agreement. Any questions on CEHA-related agreements may be directed to NJDEP-Office of Local Environmental Management (OLEM) at (609) 292-1305.

COUNTYHEALTHDEPT»

AND

---

COUNTY ENVIRONMENTAL HEALTH ACT

UNIFORM SHARED SERVICES AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2008 among the County of «COUNTY», the «Countyhealthdept» (hereinafter referred to as the \_\_\_\_ ) and the municipality of \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_).

**WHEREAS**, pursuant to the County Environmental Health Act (CEHA or the Act), N.J.S.A. 26:3A2-21 et seq. the County of «COUNTY» is obligated to provide a CEHA program through its certified local health agency for pollution control of air, water, noise, and solid waste, and hazardous materials emergency response; and

**WHEREAS**, the «Countyhealthdept» was certified by the New jersey Department of Environmental protection (NJDEP) on \_\_\_\_\_(date) to administer a hazardous materials emergency response program throughout the geographical area of «COUNTY»; and

**WHEREAS**, the Board of Chosen Freeholders of the County of «COUNTY» recognize that it is in the best interests of its citizens and the business community to ensure that emergency responses to chemical, biological, radiological, nuclear and explosive incidents involve teams that are adequately staffed, well equipped, and capable; and

**WHEREAS**, the County of «COUNTY» recognizes the importance of sharing such services among its municipal and county partners should the need arise to appropriately respond to a large-scale incident or multiple, simultaneous incidents; and

**WHEREAS**, the «Countyhealthdept» Health Officer, pursuant to the Local Health Services Act, N.J.S.A. 26:3A2-1 et seq. and CEHA, N.J.S.A. 26:3A2-21 et seq., serves as the Chief Administrative, Enforcement and Fiscal Officer for «COUNTY» County's certified CEHA program, and requires sufficient resources of qualified employees and equipment to carry out the programs named above within the County pursuant to applicable laws and regulations and the «Countyhealthdept» certified CEHA Work Program; and

**WHEREAS**, the Act allows a certified local health agency to delineate responsibility for the implementation of its hazardous materials emergency response program throughout the County and may rely upon the qualifications and capabilities of other local agencies to serve as subcontractors to the certified local health agency in a manner that complements and enhances its resources; and

**WHEREAS**, the Municipality of \_\_\_\_\_ has trained personnel qualified to carry out a hazardous material emergency response program in accordance with the «Countyhealthdept» certified Work Program and the ascription's of this Agreement within the jurisdictional area of \_\_\_\_\_ within the County of «COUNTY»; and

**WHEREAS**, the parties desire to enter into an Agreement for the provisions of related functions; and

**WHEREAS**, this Agreement is established in accordance with CEHA, N.J.S.A. 26:3A2-21 et seq. and the Uniform Shared Services and Consolidation Act, 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 \_\_\_\_\_ TO THE COUNTY:**

1. The Municipality of \_\_\_\_\_ shall act as agents of the certified agency, and shall provide hazardous materials emergency response services, including, but not limited to, equipment and sufficient, properly trained personnel, and shall otherwise satisfy the performance standards prescribed by the NJDEP, within the jurisdictional boundaries agreed to by the parties to this Agreement as set forth in paragraph 4 below.

2. The Municipality of \_\_\_\_\_ shall provide hazardous materials emergency response equipment and personnel at all times, including after hours, holidays and weekends, to the certified agency as part of the Municipality of \_\_\_\_\_ obligation to respond to emergent environmental health hazards or potential environmental health hazards of any nature occurring within the jurisdictional boundaries set forth in paragraph 4 below.

3. The Municipality of \_\_\_\_\_ acknowledges its responsibilities as set forth in this Agreement and, at all times, shall act in good faith in the performance thereof.

4. The jurisdictional boundaries within which the Municipality of \_\_\_\_\_ shall provide the aforesaid services shall, in the normal course, include all incidents involving hazardous materials occurring in the following municipality(ies): \_\_\_\_\_(list towns). However, the Municipality of \_\_\_\_\_ shall also provide hazardous materials emergency response services within other municipalities in «COUNTY» County or outside of the County for large-scale or multiple incidents upon the request of the certified agency's health officer or his designee.

5. The Municipality of \_\_\_\_\_ shall utilize the Unified Command Structure within the National Incident Management System (NIMS). During periods of activation, the County Office of Emergency Management or his designated agency shall retain all command and control functions, and will coordinate with the State Office of Emergency Management.

6. The Municipality of \_\_\_\_\_ shall immediately notify the New Jersey Department of Environmental Protection's environmental HOTLINE at 1-877-WARNDEP for incidents involving

hazardous materials of any emergency involving hazardous materials, which are not received as NJDEP referrals.

7. The Municipality of \_\_\_\_\_ shall record their findings on investigation report forms supplied by the «Countyhealthdept» and attach to these investigation report forms any evidence they have secured, including but not limited to, complainant statements, pictures, police and/or fire department reports, etc.

8. The Municipality of \_\_\_\_\_ employees shall provide complete cooperation in the «Countyhealthdept» Civil/Administrative prosecution of any and all cases.

9. Nothing in this Agreement shall be construed to mean that the «Countyhealthdept» has surrendered its authority pursuant to CEHA, N.J.S.A. 26:3A2-21 et seq.

**B. «COUNTYHEALTHDEPT» RESPONSIBILITIES:**

1. The «Countyhealthdept» Health Officer is pursuant to N.J.S.A. 26:3A2-14 and N.J.S.A. 26:3A2-21 et seq. the Chief Administrative, Enforcement and Fiscal Officer of «COUNTY» County's CEHA Program.

2. The «Countyhealthdept» Health Officer, pursuant to N.J.S.A. 26:3A2-21 et seq. and N.J.S.A. 40A:65-1 et seq., designates the Municipality of \_\_\_\_\_ as Agents of the «Countyhealthdept» for the provision of hazardous materials emergency response services within the jurisdiction specified in paragraph 4 above, pursuant to the terms of this Agreement and the «Countyhealthdept» Certified CEHA Work Program.

3. The Municipality of \_\_\_\_\_ shall be entitled to receive reimbursement for its cost of responding to any case in which «Countyhealthdept» takes legal action and is successful in recovering this cost either as part of a settlement agreement with the responsible party, as awarded by the Courts following litigation against the responsible party, or as reimbursed by NJDEP's Spill Compensation Fund. These costs shall be based upon direct and indirect costs incurred by the Municipality of \_\_\_\_\_ during the conduct of the response activities, which are costs covered under the «COUNTY» County's

cost recovery ordinance, as permitted under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 and CEHA. These costs shall be itemized and shall be presented to the «Countyhealthdept» at the time the investigation report is submitted to «Countyhealthdept» Health Officer.

4. These recovered costs credited to «Countyhealthdept» shall be promptly deposited into the «Countyhealthdept» Environmental Quality and Enforcement Trust account and shall be made available to the Municipality of \_\_\_\_\_ upon request to be used exclusively for the provisions of this Agreement as required by N.J.S.A. 26:3A2-35.

**C. TERMS AND CONDITIONS:**

1. The provisions of this Agreement shall commence upon the formal approval of this Agreement and remain in effect for a period of 10 years thereafter, unless the «Countyhealthdept» or Municipality of \_\_\_\_\_ notifies the other, by certified mail, of its intentions to terminate the Agreement with a notice of time of a least sixty (60) days prior.

2. The lead representative for the Municipality of \_\_\_\_\_ shall periodically meet with the «Countyhealthdept» Health Officer as may be necessary to ensure that all of obligations under this Agreement are being satisfied.

3. Nothing in this Agreement shall be construed to provide the «Countyhealthdept» Health Officer with any authority or supervision over the internal administration and operation of the Municipality of \_\_\_\_\_ activities to the provision of these services, which are the subject of this Agreement.

4. At all times, the «Countyhealthdept» and Municipality of \_\_\_\_\_ shall hold each other harmless from any and all damages, or claims for damages, to persons or property which may result from the acts, failure to act, or willful misconduct of their respective employees, agents, or instrumentality's in carrying out the assigned duties under this Agreement. The hold harmless protections will not apply where the damages and/or injuries result from documented cases of gross negligence of the agency under whose direction the assigned duties were performed.

5. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of this Agreement shall remain in full force and effect, to the extent possible.

**IN WITNESS HEREOF**, the parties have set their hands and seals and caused their corporate officers to sign it the day and year first written above.

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
«COUNTY» COUNTY HEALTH DEPARTMENT