

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Westampton Township COUNTY: Burlington

RECIPIENT: Eastampton Township COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Westampton Township Emergency Services Department provides EMS services for Eastampton.

EFFECTIVE DATE: 4/1/12

EXPIRATION DATE: 4/1/15 renews each year

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT Eastampton savess

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.

Shared Service Agreement

THIS AGREEMENT is made and entered into this April 1, 2012 by and between the Township of Westampton (To be known as "Township") and the Eastampton Fire District No. 1 (to be known as "District").

Witnesseth

Whereas, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq. authorizes local units as defined in said "Act" to enter into joint agreements for the provisions of governmental services, including basic life support and emergency medical transport services; and

Whereas, the Township provides an Emergency Services organization that provides Fire/EMS/ and Rescue services to the citizens of Westampton and other municipalities as part of the Burlington County Mutual Aid Agreement. This Emergency Services organization is Licensed by the New Jersey Office of Emergency Medical Services to provide Basic Life Support services and Emergency Medical Transport services (EMS) by New Jersey Licensed Emergency Medical Technicians; and

Whereas, the District is in need of 24 hour per day Emergency Medical Technician staffing to meet the health, safety, and welfare needs of the residents in its protection district; and

Whereas, the Township desires to assist the District by supplying it's Emergency Services organization's EMS services in an effort to contain costs and promote health and welfare of the communities; and

Whereas, it is believed that the health, safety, and welfare of the residents of Eastampton will benefit from this agreement; and

Whereas, the Township has expressed a desire to provide EMS coverage under this Agreement; and

Whereas, the Township agrees to perform such services as proposed, in compliance with all applicable laws, regulations, licensure standards, and in addition to the terms and conditions as set forth herein.

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

1. RELATIONSHIP OF THE PARTIES

- A. Independent contracting parties: This is an agreement for services only. The parties further understand that the Township and the herein Agreement is an independent contract, and all of the personnel assigned by the Township to the District's business in order to fill

relevant job positions are members of the Township and only of the Township. The personnel are not District employees and the Township expressly indemnifies the District from such claims. The Township acknowledges that it is responsible for any and all matters related to the payment of federal, state, and local payroll taxes, workers compensation insurance, salaries and fringe benefits for its employees and members. Neither party is the principal, agent or representative of the other party. The Township shall indemnify and hold the District harmless for any penalty, claim, liability, deficiency, or damages arising as the result of the Township's failure to fulfill its duties as set forth in the preceding sentences. While the District may be called up by the Township to assist in evaluating or making supervisory decisions regarding the Township's members, the Township shall nevertheless retain ultimate control over such matters. The Township and District shall perform its services and obligations in accordance with the terms of this agreement and shall comply with all applicable laws, including but not limited to, N.J.S.A. 40:65-7(d).

2. **OBLIGATIONS OF PARTIES**

- A. Services: The Township shall perform its services and obligations in accordance with the terms of this agreement and shall comply with all applicable laws, regulation, and licensure standards governing the reimbursement, transportation, and care of patients.
- B. Designation: The District designates the Township as the supplier of EMS services.
- C. Facilities: The Township shall provide its own adequate facilities, including appropriate space for personnel and storage of necessary supplies and vehicles.
- D. Vehicles: The Township shall supply licensed ambulances that meet all federal, state, and local standards for licensure.
- E. Vehicle Lettering: The Township shall letter all vehicles with the following, "Serving the residents of Eastampton and Westampton"
- F. Maintenance: The Township shall provide maintenance, directly or through a cooperative arrangement through other parties, for those ambulances, which are used for the performance of the services required by this agreement.
- G. Readiness: It is the sole responsibility of the Township to ensure that all ambulances provided by the Township shall be in sound mechanical condition and properly supplied, in accordance with their purpose and need. In the event that the ambulance is rendered inoperative, the Township must, directly or through a cooperative arrangement with other parties, correct the deficiencies or replace the vehicle with a back-up ambulance, which is similarly supplied and equipped.

- H. Inspection: The District shall have the right to inspect the ambulances utilized by the Township and to make recommendations as to supplies, repair, maintenance or upgrade which are necessary for the performance by the Township of the services required by this Agreement.
- I. Compensation: The Township will bill all patients for services rendered in pursuit of this Agreement.
- J. Disposable Medical Supplies: The Township will, at the expense of the Township, directly or through a cooperative arrangement with other parties, provide, and replenish as needed, all necessary disposable and/or consumable medical supplies.
- K. Hours of Service: The necessary vehicles provided by the Township will be staffed by the Township twenty-four (24) hours per day, seven days a week. The hours may be altered if the volume of calls changes to other hours, upon written agreement of the parties.
- L. Coverage: The Township agrees to have available during the times agreed upon, a properly trained crew to operate the ambulance provided by the Township to respond to the District's EMS calls. In the event a Township staffed crew is unavailable to respond a mutual aid agency will be dispatched in accordance with the response grids hierarchy and the Burlington County Mutual Aid Agreement.
- M. Grid Development: The EMS response grids will be reviewed and developed mutually and agreed to by both parties.
- N. Employees Licensure and Certifications: The Township will be responsible to ensure its members maintain appropriate licenses and certifications and meet the requirements of all applicable Federal, State, and Local laws, regulations, licensure and certification standards for the operation of ambulances and emergency medical services.
- O. Vehicle Operators: All ambulance operators provided hereunder will possess a valid driver's license and shall be at least 21 years of age and satisfy all other reasonable conditions which are mutually agreed upon by the parties.
- P. Staff and Personnel: All ambulances will be staffed with personnel who will, at the least, be certified to the level of Emergency Medical Technician (EMT) and will be familiar with the geography and routes of the region.
- Q. Appearance: All personnel shall wear apparel, supplied by the Township, which identifies them as representing the Township, and shall perform their duties in a professional courteous and caring manner.
- R. Infectious Control Management: The Township shall be responsible to comply with all standards, practices and regulations governing the management, treatment and environmental – control of patients, personnel and equipment to prevent exposure or transmission of infectious disease.

- S. Non-Discrimination: The Township agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability or disability; and agrees to render treatment and care to all persons in the same manner.
- T. Quality Assurance: The Township agrees to conduct, in cooperation with the District, periodic audits of the service rendered to residents of Eastampton Township. The District may audit the Township at the District's own expense and upon seven (7) days written notice to the Township. Such audit shall be conducted during daytime hours of 9:00 a.m. to 5:00 p.m.
- U. Complaints: The Township will respond to any complaints made against it within a time frame acceptable to both parties. The Township will respond to the District in a prompt manner and will list the nature of the complaint, its investigative findings and, if necessary, a plan of corrective action.
- V. District members: The Township agrees that any District member that is interested in providing EMS Services to the District may do so as part of the Township Duty Crew System. Those interested members will be given "active" membership status and then represent the Township. Those members will be required to meet all training and certifications requirements as all members of the Township.
- W. Reporting: The Township shall provide the District with all mutually agreed upon reports and statistical data as requested.
- X. Liaisons: The Township Liaison will be the Department Chief of the "Westampton Township Emergency Services". The District Liaison will be the Emergency Medical Services Chief or Department Chief.

3. **INSURANCE/INDEMNIFICATION**

- A. Insurance: Township shall provide all appropriate general liability insurance for personal injury and property damage as a result of the contracted services in an amount sufficient, and as mutually agreed upon between the parties, to protect both entities as a result of the Township performing the contracted services. The Township shall also provide certificates of insurance evidencing coverage of the vehicles owned and utilized under this Service Agreement, and currently identified as vehicle #2781, vehicle #2782, and vehicle #2783 under Paragraph 2(D) above. Such Certificate shall be identified as an Exhibit and will be attached hereto and made a part hereof. Moreover, such insurance policies shall require thirty (30) days prior written notice of any cancellation or change, which would affect the coverage, require herein.
- B. Indemnification. The Township shall indemnify, hold harmless and defend the District from and against any and all costs, expenses, (including reasonable counsel fees), liabilities, losses, damages,

suits, actions, fines, penalties, claims or demands of any kind asserted by or on behalf of any person or governmental authority arising out of or in any way connected with their performance under this Agreement, and the District shall not be liable on Account of: (i) any failure by the Township to perform any of the Agreement's terms, covenants or conditions required to be performed by the Township; (ii) any failure by the Township to comply with any statutes, ordinances, regulations or orders of any governmental authority, or (iii) any accident, death or personal injury or damage to or loss or theft of property which shall occur wholly or in part by reason of any act or omission of the Township, its agents, contractors, invitees, members or employees.

4. **TERM AND TERMINATION**

- A. This Agreement shall commence on April 1, 2012, and continue, unless terminated by either party, until April 1, 2015. Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). The terms of compensation and any new terms and conditions under a Renewal Term shall be renegotiated prior to the commencement of the Renewal Term. Either party may terminate this Agreement at any time for any reason by providing the non-terminating party within sixty (60) days advance written notice of their intent to terminate the Agreement.

5. **GENERAL PROVISIONS**

- A. Access to Records: The Township shall maintain its own books and records and shall permit access to such books and records as required by law, including but not limited to Section 952 of the Omnibus Reconciliation Acts of 1980 and shall impose the same requirements on any and all independent contractors, subcontractors, associates or agent that render services pursuant to this Agreement.
- B. Modification or Waiver: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
- C. Assignment: This Agreement may not be assigned by any party hereto, nor shall the performance of any of the duties hereto be delegated by any party without the written consent of all the other parties. Consent not to be reasonably withheld.
- D. Arbitration: Any controversy, dispute or disagreement arising out of or relating to this Agreement, or the breach thereof, shall be settled by Arbitration, which shall be conducted in New Jersey in, accordance with the American Health Lawyers Association Alternative Dispute Resolution Services Rules of Procedure for

Arbitration, and judgment on the award rendered by the arbitrator maybe entered into any court having jurisdiction thereof.

- E. Compliance with Laws: Both the Township and the District shall comply with any and all applicable labor laws and laws regarding equal employment opportunities whether federal, state, or local. Neither the District nor the Township shall discriminate on the basis of national origin, race, color, religion, age or sex. The parties further agree to cooperate to modify this Agreement as needed to comply with any and all laws, including but not limited to, anti-referral laws, anti-kickback laws and/or tax laws.
- F. Severability: In the event that any provision or portion of this Agreement shall be determined to be invalid unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law, unless the Agreement, as so construed, would substantially frustrate the purpose of the parties in entering into this Agreement.
- G. Notices: Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, to the District and/or the Township as the case may be.
- H. Governing Law: This Agreement shall be governed by the internal laws, not the laws pertaining to choice of laws of conflict of laws, of the State of New Jersey.
- I. Entire Agreement: This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Attest:

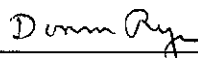
Eastampton Fire District No.1

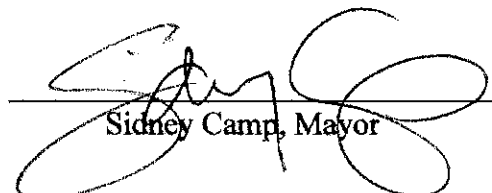

Lorraine LaPierre, Secretary


John Robertshaw, Chairman
Board of Fire Commissioners

Attest:

Township of Westampton


Donna Ryan, Township Administrator


Sidney Camp, Mayor

WESTAMPTON TOWNSHIP

A RESOLUTION FOR AN INTERLOCAL SERVICES AGREEMENT WITH
EASTAMPTON FIRE DISTRICT FOR EMS/FIRE SERVICES

RESOLUTION NO. 77-10

Whereas, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq. authorizes local units as defined in said "Act" to enter into joint agreements for the provisions of governmental services, including basic life support and emergency medical transport services; and

Whereas, the Township provides an Emergency Services organization that provides Fire/EMS/ and Rescue services to the citizens of Westampton and other municipalities as part of the Burlington County Mutual Aid Agreement. This Emergency Services organization is Licensed by the New Jersey Office of Emergency Medical Services to provide Basic Life Support services and Emergency Medical Transport services (EMS) by New Jersey Licensed Emergency Medical Technicians; and

Whereas, the District is in need of 24 hour per day Emergency Medical Technician staffing to meet the health, safety, and welfare needs of the residents in its protection district; and

Whereas, the Township desires to assist the District by supplying it's Emergency Services organization's EMS services in an effort to contain costs and promote health and welfare of the communities; and

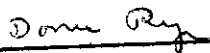
Whereas, it is believed that the health, safety, and welfare of the residents of Eastampton will benefit from this agreement; and

Whereas, the Township has expressed a desire to provide EMS coverage under this Agreement; and

Whereas, the Township is able to perform such services as proposed, in compliance with all applicable laws, regulations, licensure standards, and in addition to the terms and conditions as set forth in an agreement.

Now therefore, be it resolved that the Mayor and Clerk are authorized to sign a Shared Services Agreement with Eastampton Fire District.

I, Donna Ryan, Clerk of the Township of Westampton, hereby certify that the above is a true copy of a resolution adopted by the Township Committee on the 22 day of June 20 10



Donna Ryan, Clerk