



DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of Aberdeen _____ COUNTY: Monmouth _____

RECIPIENT: Borough of Matawan _____ COUNTY: Monmouth _____

BRIEF DESCRIPTION OF SERVICE:

Shared Services Agreement Between the Township of Aberdeen and the Borough of Matawan for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage - 2018

EFFECTIVE DATE: January 1, 2018 _____

EXPIRATION DATE: December 31, 2018 _____

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT 60% of 100% of the total on-call response for service _____

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.

Borough of Matawan
201 Broad Street, Matawan New Jersey 07747



Karen Wynne, RMC
Municipal Clerk
(732) 566-3898 Ext. 602
Fax (732) 290-7585
karen.wynne@matawanborough.com

October 31, 2018

Division of Local Government Services
PO Box 803
Trenton NJ 08625-0803

Attn: Shared Services

**Subject: Resolution 17-12-29: Authorizing Shared Services Agreement
Between the Borough of Matawan and the Township of Aberdeen for
Primary Daytime Emergency Medical Service Basic Life Support
(Ambulance) Coverage**

Gentlemen:

Enclosed please a certified copy of the above subject Resolution with attached Agreement duly adopted by the Borough of Matawan and Township of Aberdeen.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen Wynne".

Karen Wynne, RMC
Municipal Clerk

KW:me

Enclosures

Cc: Holly Reycraft, Township of Aberdeen Manager) – w/Enclosures
Karen Ventura, RMC – Township of Aberdeen)
Louis Ferrara, Borough of Matawan Administrator)
Monica Antista, CFO – Borough of Matawan)

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF ABERDEEN AND
THE BOROUGH OF MATAWAN FOR PRIMARY DAYTIME EMERGENCY MEDICAL
SERVICE BASIC LIFE SUPPORT (AMBULANCE) COVERAGE**

This **SHARED SERVICES AGREEMENT** (hereinafter, "Agreement") effective on the 1st day of January, 2018, between the Township of Aberdeen with offices located at 1 Aberdeen Square, Aberdeen, NJ 07747 (hereinafter "Township") and the Borough of Matawan (hereinafter "Borough"), with facilities located at 201 Broad Street, Matawan, New Jersey, 07747 to share services and reduce costs by hiring Hackensack Meridian Health Alert Ambulance ("Hackensack Meridian") to provide for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage.

I. PURPOSE & SCOPE

WHEREAS, the purpose of this Agreement is to reduce the costs associated with a decrease of service and cost escalation.

WHEREAS, the parties are desirous of entering into an Agreement pursuant to N.J.S.A. 40A:65-1 et seq. to provide for a Shared Services Agreement for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Township and the Borough agree to the following:

II. INCORPORATION OF RECITALS

All of the above recitals are incorporated as if fully set forth at length herein.

III. TERM

This Agreement shall commence as of the date executed herein for a term ending on December 31, 2018, which shall be renewable, on an annual basis, beginning January 1st of each year, unless either party provides written notice to the other party ninety (90) days prior to the termination date as to their intention not to renew this Agreement. Notwithstanding the above term, either party may terminate this Agreement with or without cause upon providing one hundred and twenty (120) days prior written notice to the other party. Notices shall be sent by certified mail, return receipt requested, to the attention of the Township Manager of the Township and the Business Administrator of the Borough, respectively, and of the President of Hackensack Meridian Health Alert Ambulances, of each party hereto, at the addresses set forth herein below.

IV. DUTIES AND RESPONSIBILITIES OF THE TOWNSHIP AND THE BOROUGH

The Township's and the Borough's duties and responsibilities under this Agreement shall consist solely of the following:

1. The Township of Aberdeen shall be deemed the lead agency for purposes of this agreement. As such, payment of the cost of the services to be provided by Hackensack Meridian shall be assumed by the Township of Aberdeen. The Township of Aberdeen shall send a monthly bill to the Borough of Matawan. The Borough of Matawan shall send their proportionate share within the first fifteen (15) days of each month. The cost of the services shall be pro-rated at a 60% /40% cost share, respectively. The Township of Aberdeen shall pay 60% of the contract price or \$50, 400 per year for the services . The Borough of Matawan shall pay 40% of the contract price or \$33,600 per year for the services.

VI. BREACH AND DEFAULT

1. The aggrieved party shall also have any and all other rights and remedies as may be provided in law or equity in the event that the defaulting or breaching party fails to cure such default within the applicable grace period provided herein.

2. In the event of any breach or default of this Agreement the aggrieved party may at any time, and in its sole discretion, after notice, cure said breach or default for the account of and at the expense of the defaulting or breaching party. If the aggrieved party is compelled to pay or elects to pay any sum or money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees and court costs in instituting, prosecuting or defending any action to enforce the aggrieved party's rights under this Agreement, the sum so paid by the aggrieved party, with all interest, costs and damages, shall be deemed to be additional costs and shall be due from the defaulting or breaching party within thirty (30) days following the incurring of the respective expenses by the aggrieved party.

VIII. MODIFICATION

Modifications within the scope of this instrument shall be made by mutual consent of parties, by the issuance of a written amendment, signed and dated by all parties prior to any changes being performed.

IX. NOTICES

All notices required under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notices shall be sent to the following:

Township of Aberdeen
1 Aberdeen Square
Aberdeen, New Jersey 07747
Attn: Township Manager

AND

Borough of Matawan
201 Broad Street
Matawan, NJ 07747
Attn: Business Administrator

X. INDEMNIFICATION

In reference to this Agreement each party shall indemnify, protect, and hold harmless the other from and against any and all damages of any nature and kind, claims, suits or proceedings of any nature and kind, judgments, liabilities, losses, costs and expenses (including, but not limited to, attorneys' fees, court and arbitration costs) brought against either party hereto in connection with the services contemplated in this Agreement.

XI. COMPLIANCE WITH SHARED SERVICES ACT

1. Pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., this Agreement shall be filed with and open to the public for inspection at the offices of the Township Clerk of the Township of Aberdeen and the Borough Clerk of the Borough of Matawan, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto.

2. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes by both parties hereto.

XII. MISCELLANEOUS

Both parties hereto agree that the execution of this Agreement is an authorized act of each of the respective parties hereto. The proper resolutions of the parties have been adopted pursuant to law, authorizing execution of this agreement.

1. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of their respective rights hereunder shall not waive such rights, but each party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

2. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.

3. The section headings contained herein are for convenience only and are not to be given any substantive effect.

4. This Agreement executed by the parties constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties hereto.

5. All of the terms, covenants and conditions herein contained shall be for and inure to the benefit of, and shall be binding upon, the respective parties and their successors and assigns.

6. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original thereof and which, together, constitute the whole.

7. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby.

8. Each party's obligations shall survive the expiration or earlier termination of this Agreement.

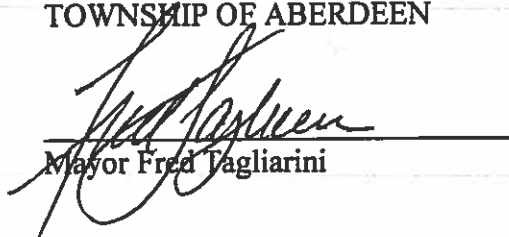
IN WITNESS WHEREOF, the parties have hereinto set their hands and seals, this the 22 day of October, 2018.

Witnessed or attested by:

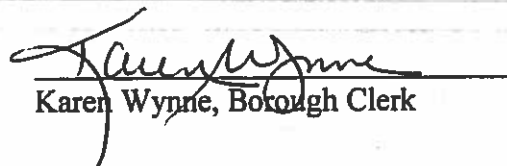

Karen Ventura, Township Clerk

TOWNSHIP OF ABERDEEN

By:

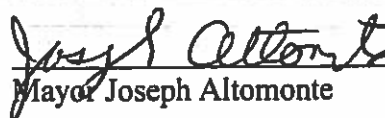

Mayor Fred Tagliarini

Witnessed or attested by:


Karen Wynne, Borough Clerk

BOROUGH OF MATAWAN

By:


Mayor Joseph Altomonte

MUNICIPAL ACKNOWLEDGEMENT

STATE OF NEW JERSEY:

SS

COUNTY OF MONMOUTH:

I CERTIFY that on October 22, 2018, Karen Ventura personally came before me and he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Township Clerk of The Township of Aberdeen, the municipal corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Fred Tagliarini, who is the Mayor of the Township of Aberdeen;
- (c) this document was signed and delivered by the Township of Aberdeen as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) he/she knows the proper seal of the Township of Aberdeen, which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On October 22, 2018

Margarita Incle

Karen Ventura
Karen Ventura, Township Clerk

MARGARITA INCLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/15/2022

MUNICIPAL ACKNOWLEDGEMENT


STATE OF NEW JERSEY:
SS
COUNTY OF MONMOUTH:

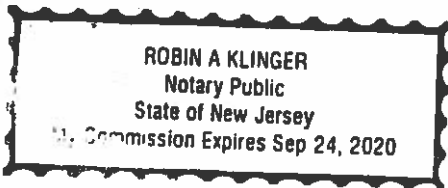
I CERTIFY that on September 18, 2018, Karen Wynne personally came before me and he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Borough Clerk of the Borough of Matawan, the municipal corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Joseph Altomonte, who is the Mayor of the Borough of Matawan;
- (c) this document was signed and delivered by the Borough of Matawan as its voluntary act duly authorized by a proper resolution of the Borough Council;
- (d) he/she knows the proper seal of the Borough of Matawan, which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On September 18, 2018




Karen Wynne, Borough Clerk



RESOLUTION 17-12-29

**AUTHORIZING SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF MATAWAN AND
THE TOWNSHIP OF ABERDEEN FOR
PRIMARY DAYTIME EMERGENCY MEDICAL SERVICE
BASIC LIFE SUPPORT (AMBULANCE) COVERAGE**

2018

WHEREAS, due to a decrease of service and cost escalation, the Borough of Matawan is desirous of implementing a Shared Services Agreement with the Township of Aberdeen to share services and reduce costs by working together to provide for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage by Hackensack Meridian Health Alert Ambulance; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as these Municipalities to enter into Shared Services Agreement with other local units; and

WHEREAS, it is in the best interest of the Borough of Matawan to enter into a Shared Services Agreement with the Township of Aberdeen; and

WHEREAS, the cost of the Shared Services for shall be assumed by the Borough of Matawan and the Township of Aberdeen at a 40%/60%, respectively, share of expense.

NOW, THEREFORE, BE IT RESOLVED the Council of the Borough of Matawan hereby authorizes the Borough of Matawan enter into a Shared Services Agreement with the Township of Aberdeen for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage to be effective January 1, 2018, pending certification and approval of funding, for the term expiring December 31, 2018.

BE IT FURTHER RESOLVED, the Council of the Borough of Matawan resolves that the Mayor is hereby authorized as signatory on behalf of the Borough of Matawan.

BE IT FURTHER RESOLVED that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Fire, Police as well as the Township of Aberdeen, and the Division of Local Government Services Attn: Shared Services.

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Borough Clerk of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Borough Council of the Borough of Matawan on December 19, 2017.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 19th day of December, 2017.


Karen Wynne, Clerk

