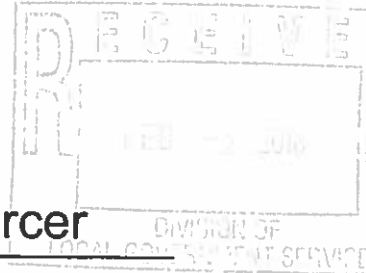


DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET



PROVIDER: Robbinsville Township COUNTY: Mercer

RECIPIENT: Hightstown Borough COUNTY: Mercer

BRIEF DESCRIPTION OF SERVICE:

EMS Services

EFFECTIVE DATE: 1/1/18

EXPIRATION DATE: 12/31/18

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT undetermined

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 SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF ROBBINSVILLE
AND BOROUGH OF HIGHTSTOWN

THIS SHARED SERVICES AGREEMENT is effective January 1, 2018, between the TOWNSHIP OF ROBBINSVILLE, a municipal corporation of the State of New Jersey, 2298 Route 33, Robbinsville, NJ, hereinafter referred to as "Township of Robbinsville", and BOROUGH OF HIGHTSTOWN, a municipal corporation of the State of New Jersey, 156 Bank Street, Hightstown, NJ, hereinafter referred to as "Hightstown."

Witnesseth that:

Whereas, Hightstown desires to contract with the Township of Robbinsville for the provision of emergency medical ambulance services (hereinafter "EMS Services"); and

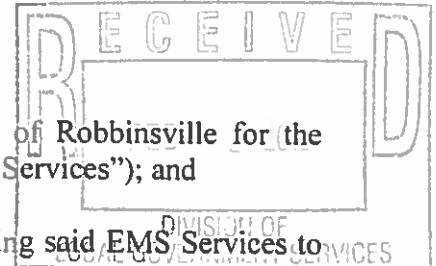
Whereas, the Township of Robbinsville is agreeable to providing said EMS Services to Hightstown for a fee and certain specified conditions; and

Whereas, the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.* permits local units of this State to enter into a contract with any other local unit for the joint provisions within their combined jurisdictions of any service which any party to the agreement is empowered to render within its jurisdiction; and

Whereas, the Township of Robbinsville and the Borough of Hightstown have authorized and approved of this Agreement by resolution duly adopted pursuant to *N.J.S.A. 40A:65-5* of the *Uniform Shared Services Consolidation Act*;

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

1. **Term.** This Agreement shall take effect January 1, 2018 and expire December 31, 2018, unless extended by mutual agreement of the parties for up to two (2) additional one (1) year terms.
2. **Scope of Services.** The Township of Robbinsville shall provide the requested EMS Services to Hightstown pursuant to the terms and conditions of the Township of Robbinsville's contract with the provider for Emergency Medical/Ambulance Services.
3. **Fees.** The Township of Robbinsville shall charge Hightstown for said services an annual fee of \$40,000.
4. **Billing and Payment.** The Township of Robbinsville shall provide Hightstown with itemized billings on a quarterly basis for services rendered. Payment shall be due from Hightstown within 30 (thirty) days of the date of billing and all payments shall be made payable to the Township of Robbinsville.



5. **Liability.** (a) The Township of Robbinsville and Hightstown shall be responsible for acts of their own negligence consistent with the provisions of the *New Jersey Tort Claims Act, N.S.J.A. 59:1-1 et seq.*, arising out of or related to performance of any activity under the terms of this Agreement.

(b) During the term of this agreement, Hightstown shall defend and indemnify the Township of Robbinsville, its agents, servants, employees, officers and directors, from and against any demand or claim, or assertion of liability, or any action founded thereon, including reasonable attorney's fees, arising out of, or alleged to have arisen out of the performance by the Township in providing the services contemplated by this agreement and, so long as the actions upon which the demand or claim, or assertion of liability are founded, were performed in the course of carrying out official duties on behalf of Hightstown Borough and were not out of the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional act or a criminal act.

(c) During the term of this agreement, Hightstown Borough shall add Robbinsville Township to its general liability insurance policies for coverage.

6. **Insurance.** It is recognized and understood that Robbinsville and Hightstown each participate in a Joint Insurance Fund ("JIF"). Final approval of this Agreement by the Parties is subject to each obtaining insurance coverage satisfactory to the respective JIFs. Each municipality agrees to name the other as an additional insured party on any insurance policies that it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and worker's compensation, with limits and deductibles as mutually agreed upon. Each municipality shall provide the other with a Certificate of Insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event that either municipality ceases to participate in a JIF, then such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party.

7. **Extension or Termination.** Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to extend the contract for an additional one year term.

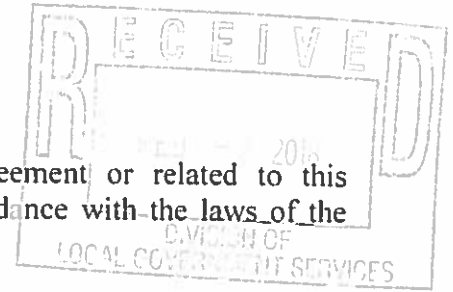
8. **Notices.** All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the following designated municipal representatives:

A. The designated municipal representative for Robbinsville is:

Township Clerk
Township of Robbinsville
2298 Route 33
Robbinsville, NJ 08691

B. The designated municipal representative for Hightstown is:

Borough Clerk
Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520



9. **Choice of Law.** Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
10. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties and cannot be changed or modified orally.
11. **Modification.** This Agreement may only be supplemented, amended or revised in writing, which has been duly authorized by the Parties and signed by the proper authorized representatives thereof.
12. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable, in any respect, by any court of competent jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.
13. **Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

IN WITNESS WHEREOF, parties of the Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST: (Affix Seal)

TOWNSHIP OF ROBBINSVILLE

MICHELE SEIGFRIED,
Township Clerk

DAVID FRIED, Mayor

ATTEST: (Affix Seal)

HIGHTSTOWN BOROUGH

Borough Clerk

Mayor

A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT FOR EMS SERVICES BETWEEN THE TOWNSHIP OF ROBBINSVILLE AND BOROUGH OF HIGHTSTOWN



WHEREAS, the Borough of Hightstown desires to contract with the Township of Robbinsville for provision of EMS services effective January 1, 2018 with two 1 year extensions; and

WHEREAS, the Township's contracted EMS provider will provide EMS services to the Borough of Hightstown along with the Township of Robbinsville; and

WHEREAS, the Borough of Hightstown will pay a fee of \$40,000.00 per year to the Township of Robbinsville; and

WHEREAS, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, this agreement is in the best interest of the Township of Robbinsville.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Robbinsville, in the County of Mercer and State of New Jersey, that the Shared Services Agreement between the Borough of Hightstown and the Township of Robbinsville for the provision of EMS services is authorized and accepted and the proper officials of the Township of Robbinsville are authorized to execute said agreement.

BE IT FURTHER RESOLVED that the agreement shall take effect upon the execution of agreement by the parties in accordance with N.J.S.A. 40A:65-5(c), et seq.

BE IT FURTHER RESOLVED that a copy of this resolution and agreement shall be forwarded to the Director of the Division of Local Government Services as per NJSA 40A:65-4 (3)b.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Chief Financial Officer, the Robbinsville Township Fire Department, and the Borough of Hightstown.

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on January 25, 2018.

Michele Seigfried, Municipal Clerk