

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of North Bergen COUNTY: Hudson

RECIPIENT: Town of Guttenberg COUNTY: Hudson

BRIEF DESCRIPTION OF SERVICE:

Emergency Medical Services

EFFECTIVE DATE: 06/01/2018

EXPIRATION DATE: 05/31/2019

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$100,000

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.

RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BERGEN AND THE TOWN OF GUTTENBERG FOR EMERGENCY MEDICAL SERVICES

WHEREAS, the Township of North Bergen (“North Bergen”), within the Department of Public Safety, operates an emergency medical services (“EMS”) division, which provides emergency medical and ambulance transportation services to its residents; and

WHEREAS, North Bergen has the capacity to utilize its EMS division to also provide emergency medical and ambulance transportation services within the Town of Guttenberg (“Guttenberg”); and

WHEREAS, Guttenberg has requested that North Bergen’s EMS division provide emergency medical and ambulance transportation services to Guttenberg’s residents; and

WHEREAS, North Bergen and Guttenberg have agreed to share emergency medical and ambulance transportation services whereby (1) North Bergen will provide emergency medical and ambulance transportation services within Guttenberg; (2) North Bergen will provide all administrative services related to the emergency medical and ambulance transportation services, including all billing and collections; (3) billing for those receiving services in Guttenberg will be treated the same as those receiving services in North Bergen, that being that North Bergen will accept reimbursement solely from available insurance coverage, and will not balance bill for services not covered by insurance; (4) Guttenberg will not be required to pay North Bergen any additional fees for emergency services; (5) for having an ambulance on standby for special events, Guttenberg will reimburse North Bergen for personnel costs related to the ambulance presence at the special event; and (6) the term of the shared services agreement would be for 1 year, anticipated to commence June 1, 2018, and continuing to May 31, 2019; and

WHEREAS, such a shared services agreement is authorized pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4, et seq.

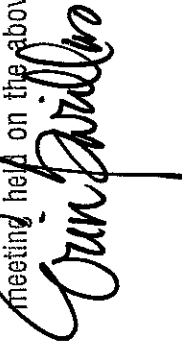
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. A shared services agreement between North Bergen and Guttenberg containing the above referenced terms is hereby authorized and approved.
3. The Mayor, Township Administrator, Chief Financial Officer, Township counsel, Township Clerk, Township Purchasing Agent, and any other necessary official, officer or employee of North Bergen be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution, including the preparation of a formal shared services agreement consistent with this Resolution.
4. A certified copy of this Resolution shall be forwarded to:
 - a. North Bergen Department of Public Safety
 - b. Town of Guttenberg
 - c. Division of Local Government Services
 - d. Chief Frank Travisano, Emergency Management Services

Date: May 23, 2018

	YES	NO	NOT VOTING
Cabrera	✓		
Marenco	✓		
Gargiulo	✓		
Pascual	✓		
Sacco (President)	✓		

I HEREBY CERTIFY the foregoing to be a True and Correct copy of Resolution passed and adopted by the Board of Commissioners of the Township of North Bergen in the County of Hudson, in the State of New Jersey, at a meeting held on the above date.


Township Clerk

SHARED SERVICES AGREEMENT
FOR EMERGENCY MEDICAL SERVICES

This Agreement made and dated as of the 1st day of June 2018, is by and between the Township of North Bergen ("North Bergen") and the Town of Guttenberg ("Guttenberg") (collectively the Parties").

W I T N E S S E T H

WHEREAS, North Bergen provides emergency medical and ambulance transportation services ("EMS") to its residents and visitors; and

WHEREAS, Guttenberg wishes to utilize North Bergen's EMS for Guttenberg's residents and visitors as well; and

WHEREAS, North Bergen is willing to provide the same level of EMS it provides to its residents and visitors, to the residents and visitors of Guttenberg; and

WHEREAS, the Parties wish to enter into a Shared Services Agreement whereby North Bergen's emergency medical services division will provide EMS to people within Guttenberg.

NOW, THEREFORE, be it agreed by and between the Parties as follows:

1. **Recitals.** The recitals set forth above are incorporated herein.
2. **Representations & Warranties.** Guttenberg represents and warrants that it is familiar with the level of EMS that North Bergen provides to the residents and visitors of North Bergen as of the date of this Agreement, and that pursuant to this Agreement, Guttenberg will be receiving the same level EMS that is provided to the residents and visitors of North Bergen.
3. **Scope of Services.** North Bergen will provide:
 - a. EMS services to Guttenberg on a 24 hour, 7 days a week basis;
 - b. All administrative services related to the EMS, including all billing and collections; and
 - c. Standby EMS at community events and activities within Guttenberg, provided EMS equipment is available and provided Guttenberg makes the request for such equipment at least 14 days in advance of the day the equipment is needed.
4. **Term.** This Agreement shall be effective June 1, 2018, and shall continue for one (1) year until May 31, 2019.

5. **Compensation.**

a. North Bergen will bill those receiving services in Guttenberg, and North Bergen will keep the payments it receives from said billing. Billing for those receiving services in Guttenberg will be treated the same as those receiving services in North Bergen, that being that North Bergen will accept reimbursement solely from available insurance coverage, and will not balance bill for services not covered by insurance.

b. Except as set forth in paragraph 5(c), Guttenberg will not be required to pay North Bergen any additional fees for EMS.

c. For having an ambulance on standby for special events as per paragraph 3(c), Guttenberg will reimburse North Bergen for personnel costs related to the ambulance presence at the special event.

d. North Bergen will bill Guttenberg on a quarterly basis for said special event services, and payment shall be due within 45 days from Guttenberg's receipt of said invoice.

6. **Contact Person.** Each of the Parties agrees to appoint a person to act as a liaison to serve as the contact person amongst the various Parties.

7. **Termination.** Either Party may terminate this Agreement at any time with or without cause (and no cause need be stated) by giving ninety (90) days written notice to other Party.

8. **Indemnification.** To the fullest extent permitted by law, Guttenberg shall release, indemnify, defend and hold harmless the Township, and its officials, officers, employees, representatives, and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, attorneys fees, costs and expenses of any kind or nature whatsoever, which in any way arise out of or result from this Agreement or the services provided under this Agreement. This indemnification and hold harmless agreement shall include, but not be limited to, injury to or death of any person, damage to or destruction of any property, real or

personal (including, but not limited to, property owned, leased or under the control of the Township), and liability or obligations under or with respect to any violation of federal, state or local laws, regulations, rules, codes or ordinances. This indemnification and hold harmless agreement shall cover claims, causes of action, damages and liabilities asserting or arising out of claims of negligence by an Indemnified Party. Nothing contained in this indemnification and hold harmless agreement shall be construed as a release or indemnity by Guttenberg of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party.

9. **Insurance.** During the term of this Agreement, all Parties will keep in force, at its cost and expense, public liability insurance, including contractual liability, in minimum limits of \$1,000,000.00 on account of bodily injuries or death and property damage. Each Party shall provide the other Party a certificate of insurance naming the other Party as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Party.

10. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit the matter for litigation. Rather, the Parties agree:

- a. the Contact Person for each involved Party shall attempt to resolve the dispute, if that is unsuccessful;
- b. the North Bergen CFO and one Commissioner and the Guttenberg CFO and one Councilperson shall attempt to resolve the dispute, and if that is unsuccessful;
- c. the Parties agree to appoint a retired Superior Court Judge to sit as an independent arbitrator of the dispute. Each Party involved in the arbitration shall be

responsible for equally sharing the costs of the arbitrator. The Parties agree that the decision rendered by the independent arbitrator shall be binding and final.

11. Further Assurances, Documents and Corrective Instruments. The Parties agree to execute any additional documents or amendments to this Agreement, as may be required to effectuate the purposes of this Agreement. This shall include, but not be limited to, the clarification of the services provided, the execution of any documents or authorizations required by the Township's billing vendor, and the provision of information and execution of any documentation that may be required for grant applications.

12. Authorization. Each Party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. No Assignments. This Agreement may not be assigned without the written consent of all other Parties.

15. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated herein. No change or modification of the Agreement shall be valid unless the same shall be in writing and signed by all Parties.

16. Severability. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation to the clause, sentence, paragraph, section or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

17. **Notice.** Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Township of North Bergen
4233 Kennedy Blvd.
North Bergen, New Jersey 07047
Att: Township Administrator

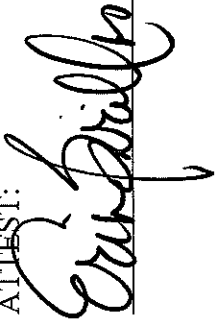
Town of Guttenberg
6808 Park Avenue
Guttenberg, New Jersey 07093
Att: Town Clerk

18. **Execution.** This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

IN WITNESS WHEREOF, each Party has caused its authorized official to sign and seal this Agreement the day and year first above written.

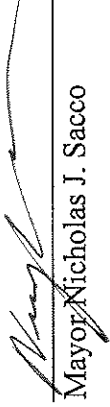
ACCEPTED AND AGREED TO:

ATTEST:

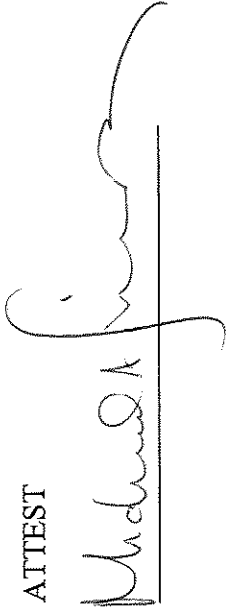


TOWNSHIP OF NORTH BERGEN

BY:


Mayor Nicholas J. Sacco

ATTEST



TOWN OF GUTTENBERG

BY:


Mayor Wayne Zitt