

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Neptune COUNTY: Monmouth

RECIPIENT: Borough of Neptune City COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Township will provide Borough with emergency medical services from Monday through Saturday from 6am to 6pm

EFFECTIVE DATE: 9/14/2016

EXPIRATION DATE: 12/31/2016

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

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 BETWEEN THE BOROUGH OF NEPTUNE CITY AND NEPTUNE TOWNSHIP FOR EMERGENCY MEDICAL SERVICES

This Agreement is entered into this 26th day of Sept., 2016, between,

The **BOROUGH OF NEPTUNE CITY**, a Municipal Corporation of the State of New Jersey, with principal offices located at 106 West Sylvania Avenue, Neptune City, New Jersey 07753,

hereinafter referred to as "Neptune City" and

The **TOWNSHIP OF NEPTUNE**, a Municipal Corporation of the State of New Jersey, with principal offices located at 25 Neptune Blvd., Neptune Township, New Jersey 07753,

hereinafter referred to as "Neptune Township".

WHEREAS, pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 through 40A:65-35, which authorizes joint activities among municipalities and was enacted with the intent to facilitate and promote shared services agreements, the parties hereby desire to enter into such an agreement; and

WHEREAS, it is in the best interest of both Neptune City and Neptune Township to share certain services, rather than to hire or contract out for said services individually.

NOW, THEREFORE, Neptune City and Neptune Township hereby agree as follows:

1. Nature and Extent of Services:

Neptune Township shall serve as the primary 9-1-1 EMS Agency for Neptune City between 6 am and 6 pm, Monday through Saturday, based on availability. Neptune Township Emergency Medical Services (NTEMS) staffs and operates two Basic Life Support Ambulances available for such services when not on other calls. Neptune Township will assume and maintain EMS leadership on all incidents which it is dispatched to in Neptune City.

Neptune City will authorize and permit the Neptune Township Emergency Medical Services (NTEMS) to bill those requesting EMS services in a manner substantially similar to the manner in which the system users pay for such services within Neptune Township, pursuant to a rate schedule adopted annually by the Township Committee of the Township of Neptune, and in accordance with the Ordinances, Regulations and Law

governing the billing of EMS Services. That is, residents with insurance are billed for services in accordance with the fee schedule adopted by Neptune Township, and Neptune Township will accept the insurance payment; regardless of the type of insurance from all residents without balance billing. Residents without insurance will not be billed for the services of Neptune Township. All others will be billed in accordance with the rate schedule.

2. Standards and Allocation of Responsibility:

Services shared by Neptune City and Neptune Township shall be in accordance with the standards, policies, response protocols and medical direction utilized in the provision of services of the Township of Neptune when responding to calls in Neptune City. Said services shall be in accordance with the standards, level, quality and scope of performance required by municipalities and the Laws of the State of New Jersey in general, and in particular the technical requirements and operational standards set forth in N.J.A.C. 8:40.

3. Consideration:

In consideration for the primary 9-1-1 Emergency Medical Services by Neptune Township to Neptune City, Neptune Township shall be allowed to bill for said EMS Services as set forth above, and therefore be reimbursed for said services in the same fashion as the Neptune Township Emergency Medical Services are reimbursed for services among residents of Neptune Township.

4. Duration of Agreement:

The term of this Shared Services Agreement shall be retroactive to September 14, 2016, and ending at 6 pm on December 31, 2016; except that this Agreement shall automatically renew for a term of one year for up to a period of a total of five individual terms of one year each; ending December 31, 2021; unless either party otherwise provides 30 days written notice of the desire to renegotiate or discontinue the Agreement prior to the anniversary date of the Agreement. Any party may also terminate the within Agreement with or without cause anytime upon 30 days written notice.

5. Arbitration: Any controversy or claim arising out of or relating to this Agreement or a breach thereof shall be settled pursuant to the laws of the State of New Jersey by arbitration in accordance with the Rules that exist in the American Arbitration Association or similar Arbitrator and judgment upon an award rendered pursuant to such arbitration maybe entered into in any court in the State of New Jersey.

6. Insurance: The parties hereby agree that Neptune Township and Neptune City shall maintain property insurance on all facilities and vehicles that may be affected by the services of the Agreement, with each party providing a Certificate of Insurance to the other naming each party as additional insured. Each party shall provide proof of insurance and maintain their own liability insurance and personal property insurance for any loss or damages arising from services provided and shall provide each other (Neptune Township and Neptune City) with a Certificate of Insurance, naming both as additional insured. All parties shall maintain a sum of no less than Fifty Thousand Dollars (\$50,000.00) for property loss and One Million Dollars (\$1,000,000.00) for liability for injuries resulting from one person, and to keep such insurance in force for the term of the Agreement and to deliver proof of insurance if requested by either party after submitting the original Certificate of Insurance. All Certificates of Insurance must be approved by all legal counsel for the parties involved in this matter.

7. Indemnification/Hold Harmless:

Neptune City shall save and hold Neptune Township and Neptune Township Emergency Medical Services (NTEMS) harmless from And against all liability, damage, loss, claim, demands and actions of any nature whatsoever, which arises out of, or are connected with or are claimed to arise out of or connected with the services provided by Neptune Township or Neptune Township Emergency Medical Services (NTEMS). Neptune City shall indemnify, defend and hold Neptune Township, Neptune Township Emergency Medical Services (NTEMS) its officers, employees, attorneys, agents or representatives, volunteers, successors and assigns, harmless from and against any claims, causes of action, costs, expenses, damages or liability that are asserted against Neptune Township or Neptune Township Emergency Medical Services (NTEMS) in connection the services provided under this Agreement. Without limitation of the foregoing, Neptune City shall further indemnify and hold harmless Neptune Township and Neptune Township Emergency Medical Services (NTEMS) from and against any and all losses, costs or damages (including reasonable attorney's fees) with respect to any breach of any warranty or representation herein or its breach of any of the provisions of this Agreement, and all Third Party Claims of liability arising from or pertaining to the services undertaken by Neptune Township or Neptune Township Emergency Medical Services (NTEMS) for the residents of Neptune City by Neptune Township, Neptune Township Emergency Medical Services (NTEMS) its employees, volunteers, agents, representatives or contracted professionals.

8. Governing Law: The Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.
9. Independent Counsel: The parties hereby acknowledge that they have independent legal counsel of their own choosing in order to have this Agreement reviewed and approved and in order to receive independent and separate advice regarding every aspect of this Agreement.
10. Voluntary Execution and Authority: The parties each acknowledge and represent that this Agreement has been executed by them and each of them free from persuasion, fraud, undue duress or economical physical duress of any kind exerted by the other or other persons. Neptune Township and Neptune City acknowledge that this Agreement has been approved by Resolution and shall provide each other with a true copy of the same.
11. Partial Invalidity: If any term, covenant or condition of this Agreement or the application of the Agreement to any entity or circumstances shall, to any extent invalid or unenforceable, the remainder of the Agreement, or the application of such term, covenant or condition to the entity or the circumstances other than those to which it is held invalid or unenforceable, shall not be affected by each term, covenant or condition of this Agreement and shall be valid and shall be enforced to the full extent provided by law.

12. Agency Relationship:

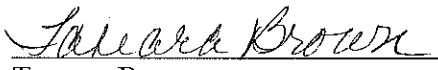
It is hereby acknowledged that the parties and all of their personnel used to assist any party to this Agreement, are performing the services under this Agreement as general agents of the municipality where they are performing said services, and shall all of the powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under the Agreement and allowable by law.

13. Entire Agreement: This Agreement sets forth all the covenants, agreements and understandings between the parties concerning the contract premises, the parties respectfully acknowledge that there are no covenants, promises, agreements or representation, inducements, conditions either oral or written between the parties other than those set forth in the Agreement. No alterations, amendments, changes or additions to this Agreement shall be binding upon either party unless reduced in writing and signed by each party.

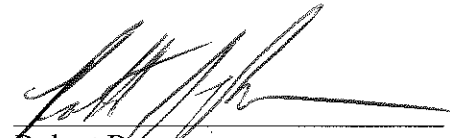
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals the day and year first above written.

ATTEST: (Affix Seal)

BOROUGH OF NEPTUNE CITY



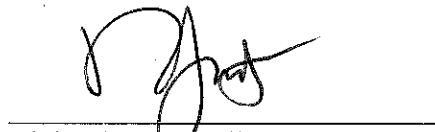
Tammy Brown,
Deputy Municipal Clerk



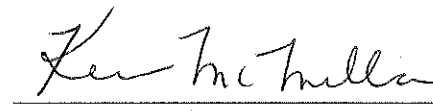
Robert Brown,
Mayor

ATTEST: (Affix Seal)

TOWNSHIP OF NEPTUNE



Richard J. Cuttrell,
Township Clerk



Kevin McMillan,
Mayor