

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF MONMOUTH, NEW JERSEY

and

BOROUGH OF TINTON FALLS

**FOR THE PROVISION OF BASIC LIFE SUPPORT EMERGENCY MEDICAL
SERVICES**



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Counsel to Monmouth County

**SHARED SERVICES AGREEMENT FOR MEDICAL SERVICES BETWEEN THE
COUNTY OF MONMOUTH AND THE BOROUGH OF TINTON FALLS**

THIS SHARED SERVICES AGREEMENT is made and entered into as of this 16th day of April, 2024 (hereinafter referred to as the “Agreement”) between the **COUNTY OF MONMOUTH**, a public body and politic of the State of New Jersey (hereinafter referred to as the “County”), located at the Monmouth County Office of Shared Services, Hall of Records Annex, First Floor, One East Main Street, Freehold, New Jersey 07728, AND the **BOROUGH OF TINTON FALLS**, a municipal corporation of the State of New Jersey (hereinafter referred to as the “Borough”), having its principal office at 556 Tinton Avenue, Tinton Falls, New Jersey 07724, collectively referred hereinafter as the “Parties”.

WITNESSETH:

WHEREAS, the Borough has requested the County to furnish emergency medical services (hereinafter referred to as “EMS”) and equipment to the Borough or the immediate vicinity and the County has the ability to provide said services and equipment; and

WHEREAS, the County agrees to provide its emergency services and its equipment to the Borough 24 hours a day seven days a week with the understanding that the Volunteer squad would like to remain active to provide EMS services to the residents.

WHEREAS, the County will work in conjunction with and have the full cooperation of the Borough’s first responders and any private EMS providers, including but not limited to, the Borough’s Police and Fire Departments, and its First Aid Squad; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the County and the Borough to do all acts and things which are necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, the Parties hereby desire to enter into this Agreement and set forth their rights and responsibilities for the provision of emergency medical services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the Parties, the Parties do hereby mutually covenant and agree as follows:

1. SERVICES CONTEMPLATED

The County's services will therefore include, but not necessarily be limited to, the following:

- (a) 24 hours, 7 days a week basis, of basic life support emergency medical services. With the understanding that the Volunteer squad would like to remain active to serve the residents of Tinton Falls. All scheduling will be coordinated between the Sheriff's Office EMS supervisor and the Volunteer squad Captain.
- (b) The basic life support emergency medical services to be provided shall be as defined in N.J.A.C. 8:40 et seq. and N.J.A.C. 8:40A et seq.
- (c) Services shall include both responding to calls for emergency medical assistance and providing medical transportation services, as well as rescue/extrication services for automobile accidents. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by the County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
- (d) The County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24-hours, 7 days a week basis.
- (e) If personnel and equipment are available, the County shall provide standby emergency medical services at Borough events and activities within the Borough upon fourteen (14) days written notice of such request to the County by the Borough at no additional cost. For purposes of this paragraph only, notice shall be provided to the County Director of Emergency Medical Services.

2. RESPONSIBILITIES OF THE COUNTY

2.01. During the term of this Agreement, the County will be designated the first due agency for responding to and providing all emergency medical services and equipment for the Borough

2.02. The County will provide properly licensed personnel to carry out the necessary emergency medical services needed by the Borough.

2.03. All of the services mentioned under this Agreement will be provided in accordance with N.J.A.C. 8:40 et seq. and N.J.A.C. 8:40A et seq.

2.04. Those individuals providing emergency medical services on behalf of the County to the Borough will at all times remain County employees and under no circumstances will these individuals be considered Borough employees. Said individuals will be an agent of the Borough for emergency medical services to the Borough. All personnel matters related to said individuals will remain a sole function by the County.

2.05. Those County employees providing emergency medical services to Borough will utilize a County vehicle for travel and for responding to and providing emergency medical services to the Borough. The County vehicle will always be covered under appropriate insurance by the County.

2.06. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, the County is an independent contractor with the sole right to supervise, manage, control and direct the provisions of the EMS. Further, the Borough shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the Parties.

3. RESPONSIBILITIES OF THE BOROUGH

3.01. All base costs for the provision of the aforesaid emergency medical services shall be billed directly to the patient, or his/her insurance carrier who receives said services. The Borough shall not furnish any payments directly to the County for the provisions of these emergency medical services.

3.02. When requested and necessary for the provision of emergency medical services, the Borough will provide to the County reasonable access to all documents, reports, inspections, audits, past files, and the like so the County may conduct the duties and responsibilities contained herein effectively and efficiently.

4. COSTS AND BILLING

4.01. It is accepted and understood that the Parties have not determined a budget or estimated cost for the services associated with this Agreement, and that the Parties may eventually formulate an estimated cost for the services provided. At such time, the Parties may delineate a division of costs as appropriate.

4.02. To the extent that services rendered by the County may result in third-party billing, the billing shall be done by the County or the County's agent, and no part of the revenues from such billing shall be paid to the Borough.

5. INSURANCE

5.01. At all times during the term of this Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services as the County shall determine to be reasonably required. The County shall be obligated to pay for the costs of all such insurance. All such insurance policies shall name the County as the named insured and the Borough as an additional insured.

6. **GENERAL TERMS**

6.01. **Formal Approvals.** This Agreement shall take effect upon the adoption of appropriate resolutions by the County and the Borough and the execution of this Agreement.

6.02. **Term.** The term of this Agreement shall commence on February 1, 2024, and be in effect for five (5) calendar years effective through January 31, 2029, in accordance with N.J.S.A. 40A:11-15(21), unless this Agreement is terminated earlier as provided hereinafter.

6.03. **Termination.** Either party may terminate this Agreement at any time upon giving one hundred eighty (180) days written notice to the other party unless the Parties mutually agree to a shorter time period. At said time, the Parties shall determine the responsibilities of each party.

6.04. **Indemnification.** To the extent permitted by law, the County of Monmouth and the Borough of Tinton Falls, shall indemnify, save, defend, and hold harmless each other, the Monmouth County Board of Commissioners, officers, successors, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description (including attorney's fees) and from any and all deaths, losses or damages to which the County of Monmouth and the Borough or any of its officials, officers, agents employees, contractors or servants may be put by reason of injury to person or property resulting from the sole negligence of the County or the Borough or any of its officials, officers, agents, employees, contractors or servants arising out of the performance of the County's or the Borough's responsibilities under this Agreement or through any negligent act or omission on the part of the County or the Borough or any of its officials, officers, successors, agents, employees, contractors and servants to the extent permitted pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

6.05. **Required Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

6.06. **Compliance with Laws and Regulations.** The Parties agree that they each will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to their performance of the work described in this Agreement.

6.07. **Waiver.** No term or provision of the Agreement shall be deemed waived, and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

6.08. **Dispute Resolution.** (a) In the event of any dispute under this Agreement, the Parties shall designate a mediator to assist the parties in resolving the dispute. In the event that the

Parties cannot agree upon a mediator, the Parties shall request that the Assignment Judge of the Superior Court of New Jersey, Monmouth County Vicinage, designate such a mediator. The costs of the mediator shall be shared equally by the Parties.

6.09. **Entire Agreement.** This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties. The requirements for such a writing shall apply to any waiver of the requirement or a written modification pursuant to this Section and this is an essential term of this Agreement.

6.10. **Assignment.** Neither party shall assign this Agreement without prior written consent of the other party hereto.

6.11. **Non-Liability of Individuals.** No Commissioner, official, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, or amendment to this Agreement or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution or otherwise.

6.12. **Construction and Application of Terms.**

6.12.1. **Headings.** The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

6.12.2. **Severability.** If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

6.12.3. **No Presumptions Against Drafting Party.** The Parties agree that any presumption or rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Appendices, Exhibits or Schedules hereto.

6.12.4. **Third-Party Beneficiaries.** This Agreement does not and shall not be construed to itself confer any rights whatsoever upon any person whatsoever, except the Parties, whether upon a theory of third-party beneficiary or otherwise.

6.12.5. **Relationship of the Parties.** Notwithstanding any other term or provision hereof, this Agreement does not confer upon either party the status of agent or representative of the other for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.

6.13. **Notices.** All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g. Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

(a) Notices to the County shall be given to:

Monmouth County
Office of Shared Services
Hall of Records Annex
Freehold, New Jersey 07728

With a copy of the notice sent to:

Monmouth County Sheriff's Office
2500 Kozloski Road
Freehold, New Jersey 07728

Notices to the Borough shall be given to:
Borough of Tinton Falls
556 Tinton Avenue,
Tinton Falls, New Jersey 07724

6.14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same. Facsimiles of this Agreement including facsimile signatures shall be deemed the same as the original for all purposes.

6.15. **Governing Law/Jurisdiction.** This Agreement shall be governed under the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:9-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, Monmouth County Vicinage and consent to same.

6.16. **Recitals.** The recitals at the beginning of this Agreement are incorporated as if completely restated herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF MONMOUTH

Thomas Arnone
Monmouth County Board of Commissioners

By: _____
Teri O'Connor
County Administrator

Approved as to Form

ANDREW SOBEL, ESQ.
County Counsel

ATTEST:

BOROUGH OF TINTON FALLS

Michelle Hutchinson
Borough Clerk

By: _____
Risa Clay
Mayor

Approved as to Form

Kevin N. Starkey, ESQ.
Borough Counsel