

**SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF RED BANK
AND THE TOWNSHIP OF SHREWSBURY FOR EMERGENCY MEDICAL
SERVICES**

THIS AGREEMENT made this day of , 2021, by and
between:

THE BOROUGH OF RED BANK (hereinafter referred to as the
Borough); and

THE TOWNSHIP OF SHREWSBURY (hereinafter referred to as the
“Township”,

W I T N E S S E T H

WHEREAS, it is the consensus of the Borough and the Township that the Township is in need of a “Emergency Medical Services” in Shrewsbury Township, and the Borough has entered into a Professional Service Contract with the Community Health Group d/b/a JFK University Medical Center for emergency medical ambulance services within the Borough from January 1, 2021 to December 31, 2023; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes joint activities among municipalities and was enacted with the intent to facilitate and promote Shared Service Agreements; and

WHEREAS, the Borough and the Township wish to enter into a Shared Service Agreement for emergency medical services provided by the Borough through its contractor aforesaid to the Township as a Shared Service Agreement for the balance of 2021 at an annual fee of Eight Thousand Dollars (\$8,000.00) per year; apportioned out for the balance of the year 2021 at a rate of \$666.67 per month beginning September 1, 2021 and terminating December 31, 2021.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Nature and Extent of Services:** The Borough hereby agrees through its contract with the Community Health Group d/b/a JFK University Medical Center (hereinafter referred to as "JFK EMS") to provide emergency medical services to the Township on a seven day a week, 24 hour per day basis.

2. **Standards and Allocation of Responsibility:** The Borough and personnel utilized for JFK EMS in the Township shall perform their duties with regard to any emergency medical calls in the Township with the standards, level, quality and scope of performance required by JFK EMS services and the laws of the State of New Jersey, and shall assign and allocate total responsibility for handling calls from the Borough based on dispatcher services available in Monmouth County.

3. **Consideration:** In consideration for the services to be rendered by the Borough on behalf of the Township, the Township shall pay an annual fee of Eight Thousand Dollars (\$8,000.00) per year, or in this case for the balance of 2021; \$666.67 per month through December 31, 2021.

4. **Duration of the Contract:** The term of this contract shall commence on September 1, 2021 and terminate on December 31, 2021.

5. **Method of Payment:** The Township hereby promises to pay the Borough its consideration in two (2) equal installments due July 1st and December 31st of each year of this contract.

6. **Review and Performance:** Both the Borough and the Township shall review the number of calls undertaken for the remaining months of 2021, for which this contract is subject, and make a determination in December of 2021 as to whether to

renew the contract for one year in January, 2022 based on the number of calls, and if so, whether the consideration should change in 2022. The consideration of the instant contract was entered into based on the Borough's belief that the Township has approximately 100 calls for emergency medical services per year, or 12 percent of the Borough's calls, and based on the difference in population, the Borough assessed the Township to be 8 percent of the population of the Borough. It is recognized between the parties that the aforesaid calculations are not certain and it was assumed that there may be less than 100 calls per year by the Township and the difference in population may be different as a result of the 2020 census.

7. **Agency Relationship:** It is hereby acknowledged that the Borough and all personnel utilized by JFK EMS are performing services as a general agent for the Township and shall have all the powers of performance reasonable, necessary and convenient to carry out the duties, obligations and responsibilities under the agreement and allowable by law.

8. **Arbitration:** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled pursuant to the laws of the State of New Jersey by arbitration in accordance with the rules, then existing, of the American Arbitration Association or similar arbitrator and judgment upon an award rendered pursuant to such arbitration may be entered in any court in the State of New Jersey having jurisdiction thereof. In the event of a conflict between the Rules of the American Arbitration Association or any other chosen arbitrator and any Statute of the State of New Jersey, the parties agree to be bound by the laws of the State of New Jersey.

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

ATTEST:

BOROUGH OF RED BANK

PAMELA BORGHI
Borough Clerk

PASQUALE MENNA
Mayor

TOWNSHIP OF SHREWSBURY

PAMELA HOWARD
Township Clerk

GLENWOOD PUHAK
Mayor