

SHARED SERVICE AGREEMENT FOR
EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is made this 22 day of December, 2022, by and between the Hopewell Township Fire District #1, a public fire district incorporated under Title 40A of the statutes of the State of New Jersey, having its principal offices at 201 Washington Crossing - Pennington Road, Titusville, New Jersey, 08560 (the "District"), and the Pennington First Aid Squad, Inc., a non-profit corporation having its principal offices at 110 Broemel Place, Pennington, New Jersey, 08534 (the "Squad"). The District and the Squad are collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the District is a fire district created by Ordinance 761-88 in accordance with N.J.S.A. 40A:14-70, et seq.; and

WHEREAS, the District provides emergency medical services (EMS) to the communities of Hopewell Township, Hopewell Boro, and Pennington Boro, and to the general community as needed; and

WHEREAS, the Squad also provides EMS to Pennington Boro, areas of Hopewell Township, and to the general community as needed; and

WHEREAS, the District and the Squad desire to enter into an agreement that structures the relationship between the Parties regarding the provision of EMS to the community; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A-65-1, et seq., authorizes the Parties to enter into such an agreement for shared services.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, in consideration of the mutual covenants and promises made herein, and for other good and valuable consideration as set forth herein, do hereby mutually covenant and agree as follows:

1. **Scope of Services.**

a. **Supplemental Staffing.** The District agrees to provide one (1) EMT to supplement staffing on the Squad's ambulance from Monday to Friday, from 6:00am to 6:00pm subject to the availability of career staff and barring exceptional circumstances. Outside these hours, the District agrees to attempt to provide one or more EMTs as needed upon the request of the Squad based on staffing needs and available personnel. This EMT may be a per-diem employee of the District, or a full-time employee of the District.

b. **Reimbursement.** The Squad agrees to reimburse the District for the actual salary costs of any District employee who provides supplemental staffing under this Agreement. Furthermore, the Squad agrees to reimburse the District for the actual cost a supervisor from the District needed to secure supplemental staffing, with a minimum of one (1) hour of time per event. The Squad agrees to pay the District a fee

of 10% of the monthly personnel bill to cover various administrative charges, however if no requests for personnel are made in a month there shall be no charge.

c. LOSAP. The District will pay the Squad 70% of the actual costs incurred by the LOSAP program until March 1st, 2023. The LOSAP program will continue to be managed by Pennington Boro.

d. Medical Direction. The District will pay the Squad the actual costs of Medical Direction until March 1st 2023.

e. Medical Supplies. The District agrees to provide medical supplies and equipment, as available, to the Squad through its EMS Central Supply at no cost.

2. Term. The Term of this Agreement shall be until March 01, 2023 commencing on the effective date of this Agreement, or unless terminated as set forth in Paragraph 3.

3. Termination.

a. Termination for Cause. This Agreement may be terminated for cause by either Party, provided that written notice of the grounds for termination have been provided to the breaching party and such Party fails to remedy such breach within thirty (30) days of receipt of such notice.

b. Termination Without Cause. This Agreement may be terminated by either Party during its term without cause upon ninety (90) days written notice to the other Party. The obligations of each Party under this Agreement shall continue

in full force and effect until the effective date of termination.

4. **Insurance.** The Parties each agree to maintain comprehensive general liability, professional liability, automobile insurance, and workers compensation insurance during the Term of this Agreement. The Squad may obtain such insurance by and through Pennington Boro or Hopewell Township as needed.

5. **Indemnification.** Each Party agrees to defend, indemnify, and hold harmless the other Party, its officers, agents, members, employees, officials, agents, and volunteers, against and from all liabilities, judgments, threatened, pending, or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without limitation, liabilities for property damage or liabilities for injury or death of a person, resulting from that Party's performance of the Agreement or through any act or omission on the part of the Party or any of its officers, agents, members, employees, officials, agents, and volunteers, in any manner related to the services provided under this Agreement. Where EMS responses are jointly made, any such potential liability shall be shared jointly and severally between the Parties, except and unless such liability may be clearly and directly apportioned against one Party or its officers, agents, members, employees, officials, agents, and volunteers.

6. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties agree to the jurisdiction of the Courts or administrative tribunals of the State of New Jersey, or the U.S. District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.

b. **Authority to Enter Agreement.** Each Party represents that it has the power and authorization to enter into this Agreement as its legal and binding obligation and that there is no pending or threatened litigation against by or against it that will, or has the potential to, cause a material adverse impact on the Party's performance obligations under this Agreement.

c. **Entire Agreement.** This Agreement constitutes and expresses the complete and entire Agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings, and arrangements relative thereto being herein merged.

d. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.

e. Modifications. The provisions of this Agreement may be amended, modified, and/or supplemented from time to time by a written instrument approved by each Party hereto.

f. Severability. The provisions of this Agreement are intended to be severable. If any term or provision hereof is held to be illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement.

IN WITNESS HEREOF, as set forth below, the Parties have caused this instrument to be executed by the District pursuant to Resolution passed by the District for said purpose, and the Squad has caused its Board of Trustees to approve the same under the Bylaws of the organization, as of the day and year first above written.

ATTEST:



Joseph R. Novak
Vice Chairperson

HOPEWELL TOWNSHIP FIRE
DISTRICT NO. 1



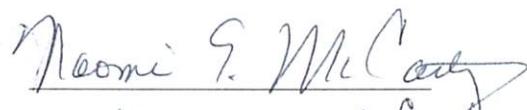
Erick Bad
Chairperson

ATTEST:



Vol Ruzekoh
Captain

PENNINGTON FIRST AID
SQUAD, INC.



Naomi G. McCarthy
Naomi G. McCarthy
PFAS President

**BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1**

RESOLUTION 2022-87

**A RESOLUTION ENTERING INTO A SHARED SERVICES AGREEMENT WITH
THE PENNINGTON FIRST AID SQUAD**

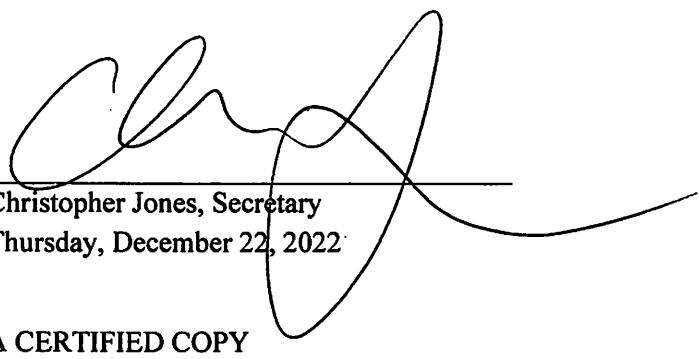
WHEREAS, the Hopewell Township Fire District #1 (“the Township Board”) wishes to enter into a shared services agreement with the Pennington First Aid Squad (“the Squad”) covering the period of January 1, 2023 through March 1, 2023; and

WHEREAS, both the Board and Squad have negotiated the contents of the shared services agreement and have come to an arrangement including financial, personnel, and medical equipment compensation; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Hopewell Township Fire District #1, County of Mercer, enter into a shared services agreement with the Pennington First Aid Squad.

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Tomaro						✓
Jones	✓		✓			✓
Rodriguez, Jr.			✓			✓
Novak		✓	✓			
Burd			✓			


Christopher Jones, Secretary
Thursday, December 22, 2022

A CERTIFIED COPY