

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
PENNINGTON AND THE BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO.1
JANUARY 1, 2011 TO DECEMBER 31, 2011**

THIS AGREEMENT dated as of 1/21/11 by and between the Borough of Pennington, a municipal corporation of the State of New Jersey (the "Borough"), and the Board of Fire Commissioners Hopewell Township District No.1 (the "Board").

WITNESSETH THAT:

WHEREAS, the Borough is responsible for providing Emergency Medical Services and Basic Life Support ("BLS") within the Borough of Pennington; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), and N.J.S.A. 26:2K-61, the Borough desires to contract with the Board for BLS services for the benefit of the residents of the Borough; and

WHEREAS, the Borough and the Board are both "local units" and the BLS services are "shared services" within the meaning of N.J.S.A. 40A:65-3; and

WHEREAS, the Borough and the Board have each by Resolution authorized the entry into this Agreement, with a copy being available for public inspection at the offices of both the Borough and Board respectively, and on file with The Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4, and 5;

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

1. **Scope of Services.** The Board agrees to provide to the Borough, for the benefit of the residents of the Borough, emergency BLS services
2. **Fee for the Services.** In connection with the provision of BLS services, the Board shall charge and the Borough shall pay Three Thousand \$3,000.00 Dollars per year during the term of this Agreement.
3. **Liability.** The Borough and the Board shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1 et.seq" arising out of or relating to the performance of any activity under the terms of this Agreement.
4. **Termination.** Notwithstanding the terms of the agreement set forth herein, upon sixty (60) days written notice, either party may terminate this Agreement.
5. **Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.
6. **Entire Agreement.** This Agreement and the agreements referred to in this Agreement contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to BLS services.

7. **Amendments and Waivers.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each Party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. Waiver by any party of any condition or of any breach of any term in this Agreement, in any one or more instances, shall not be deemed to be a continuing waiver of such condition or of any breach of any other term.

8. **Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement and do not inure to the benefit of or confer rights upon any third party.

9. **Severability.** This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

10. **Headings.** The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

11. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey, as applied to contracts made and to be performed in that state.

12. **Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.

13. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. Counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

Signed as of the date first written above:

Attest:

Elizabeth Sterling
Elizabeth Sterling, Borough Clerk

Borough of Pennington
County of Mercer

Anthony J. Persichilli
Anthony J. Persichilli, Mayor

Attest:


Board Secretary

Board of Fire Commissioners
Hopewell Township Fire District No. 1


Chairman

Borough of Pennington
Resolution #2011 – 1.15

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
SHARED SERVICES AGREEMENT WITH THE BOARD OF FIRE
COMMISSIONERS OF HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
FOR THE PROVISION OF BASIC LIFE SUPPORT SERVICES**

WHEREAS, the Borough of Pennington (the “Borough”), is responsible for providing a system for the provision of emergency care and transportation of persons who are sick or injured and in need of immediate medical care within the boundaries of the Borough; and

WHEREAS, for this purpose, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et.seq.), the Borough desires to contract with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 for the provision of Basic Life Support Services within the boundaries of the Borough;

WHEREAS, the proposed Shared Services Agreement, of which a copy is attached, is in substantially the same form as the 2010 agreement between these parties including the \$3,000 annual fee for the services;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor of the Borough of Pennington is hereby authorized and directed to execute the attached Shared Services Agreement between the Borough of Pennington and the Board of Fire Commissioners of Hopewell Township Fire District No. 1 for the provision of Basic Life Support Services within the boundaries of the Borough, subject to approval as to final form by the Borough Attorney of the Borough of Pennington.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Griffiths	M				McClurg-Doldy	X			
Heinzel	S				Ogren	X			
Lawver	X				Tucker	X			

Adopted at a Meeting of the Borough Council of the Borough of Pennington on January 4, 2011.

Elizabeth Sterling
Elizabeth Sterling, Borough Clerk