Township of Shrewsbury Resolution #2024- 94

RESOLUTION TO AUTHORIZE A SHARED SERVICE AGREEMENT BETWEEN THE BOROUGH OF RED BANK FOR EMERGENCY MEDICAL SERVICES

WHEREAS, the Uniform Shares Services and Consolidation Act, <u>N.J.S.A.</u> 40A:65-1 et seq. authorizes municipalities to contract with each other for shared services; and

WHEREAS the Borough of Red Bank and the Township of Shrewsbury wish to enter into a Shared Service Agreement for the Township's use of the Borough's Municipal Emergency Medical Services for the year 2025; and

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, 2025, to December 31, 2025; 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 2025 at an annual fee of Eight Thousand Dollars (\$8,000.00) per year; or a quarterly rate of \$2000.00 per month beginning January 1, 2025 and terminating December 31, 2025.

WHEREAS the Chief Financial Officer hereby certifies the availability of funds in the amount of \$8,000.00 for the year 2025. A true copy of said Certification is available at the Clerk's Office of Shrewsbury Township.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Shrewsbury, County of Monmouth, State of New Jersey, that the Mayor is hereby authorized to execute a Shared service Agreement, prepared by the Township Attorney with the Borough of Red Bank through its contractor aforesaid to the Township as a Shared Service Agreement for 2025 at an annual fee of Eight Thousand Dollars (\$8,000.00) per year; or a quarterly rate of \$2000.00 per month beginning January 1, 2025 and terminating December 31, 2025.

Name	Motion	Second	Ayes	Nays	Abstain	Absent
Puhak	X		X			
Lettice		X	X			
Jennings			X			

I hereby certify the above to be a true copy of the resolution adopted by the Township Committee at the Meeting held on December 10, 2024.

Katrina Thornton Acting Municipal Clerk Lester Jennings Mayor

Certifying Officer:

Catherine LaPorta Chief Financial Officer

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

THIS AGREEMENT made this <u>10</u> day of <u>December 2024</u>, 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,"

WITNESSETH

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, 2025 to December 31, 2025; and

WHEREAS, the Uniform Shared Services and Consolidation Act, <u>N.J.S.A.</u> 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 2025 at an annual fee of Eight Thousand Dollars (\$8,000.00) per year; or a quarterly rate of \$2000.00 per quarter beginning January 1, 2025 and terminating December 31, 2025.

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

1. <u>Nature and Extent of Services:</u> 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. <u>Standards and Allocation of Responsibility:</u> 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. <u>Consideration</u>: 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 \$2000.00 per quarter through December 31, 2025.

4. **Duration of the Contract:** The term of this contract shall commence on January 1, 2025, and terminate on December 31, 2025.

5. <u>Method of Payment:</u> The Township hereby promises to pay the Borough its consideration in four equal installments due February 1st, May 1st, August 1st, and November 1st of each year of this contract.

6. <u>Agency Relationship:</u> 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 reasonably, necessary, and convenient to carry out the duties, obligations, and responsibilities under the agreement and allowable by law.

7. <u>Arbitration:</u> 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 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.

INTENTIONALLY LEFT BLANK.

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

ATTEST:

BOROUGH OF RED BANK

LAURA REINERTSEN Borough Clerk WILLIAM PORTMAN Mayor

TOWNSHIP OF SHREWSBURY

KATRINA THORNTON Acting Township Clerk LESTER JENNINGS Mayor