

**SHARED SERVICES AGREEMENT BY AND BETWEEN
THE BOROUGH OF BELMAR, THE BOROUGH OF LAKE COMO, THE BOROUGH
OF SEA GIRT AND THE BOROUGH OF MANASQUAN**

MONMOUTH COUNTY, NEW JERSEY

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

DATED: July 1, 2022

THIS SHARED SERVICES AGREEMENT (“Agreement”) is made this ____ day of _____, 2022, by and between the Borough of Belmar (“Belmar”), a municipal corporation of the State of New Jersey, County of Monmouth, with offices located at 601 Main Street, Belmar, New Jersey 07719; the Borough of Lake Como (“Lake Como”), a municipal corporation of the State of New Jersey, County of Monmouth, with offices located at 1740 Main Street, Lake Como, New Jersey 07719; the Borough of Sea Girt (“Sea Girt”), a municipal corporation of the State of New Jersey, County of Monmouth, with offices located at 321 Baltimore Boulevard, Sea Girt, New Jersey 08750; and the Borough of Manasquan (“Manasquan”), a municipal corporation of the State of New Jersey, County of Monmouth, with offices located at 201 East Main Street, Manasquan, New Jersey 08736. Collectively, Belmar, Lake Como, Sea Girt and Manasquan shall be referred to collectively as the “Parties” herein.

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* (the “Act”) was enacted to encourage municipalities to reduce waste and duplicative services; and

WHEREAS, Belmar currently provides Basic Life Support (“BLS”) Emergency Medical Services (“EMS”) services not only within its own municipal borders but also to Lake Como; and

WHEREAS, Belmar currently provides EMS services utilizing Belmar equipment and personnel; and

WHEREAS, in order to increase efficiency, reduce waste and duplicative services, increase economy of scale and to increase operational effectiveness, the Parties believe it is in the best interest of regionalize the provision of BLS EMS services for those municipalities recognized as the Parties herein; and

WHEREAS, the Parties have developed a plan for the provision of regionalized BLS EMS services for those municipalities recognized as the Parties herein; and

WHEREAS, the Parties believe that the provision of regionalized BLS EMS services as provided for herein presents as a better option for the Parties than seeking for the provision of such services through the hiring or contracting with a private entity for the provision of such services; and

WHEREAS, the Parties believe and recognize the difficulties faced by municipalities statewide in providing BLS EMS entities through the exclusive utilization of volunteer EMS providers; and

WHEREAS, the Parties recognize the need to assist their local volunteer EMS entities (in those municipalities where such entities remain active) to ensure that this essential public safety function is provided to their residents and visitors; and

WHEREAS, Belmar will serve as the lead entity pursuant to this Agreement; and

WHEREAS, the parties desire to enter into this Agreement and for services to be provided pursuant to the terms and conditions set forth and outlined herein:

NOW, THEREFORE, in consideration of the mutual promises and agreements, Belmar, Lake Como, Sea Girt and Manasquan hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT

The objective of this regional shared service agreement is to provide cost-effective and reliable primary Basic Life Support (BLS) Emergency Medical Services (EMS) to the municipalities of Belmar, Lake Como, Sea Girt and Manasquan.

For the municipalities of Sea Girt and Manasquan, this shared service would augment and work in conjunction with the existing volunteer First Aid Squads so that Sea Girt and Manasquan can continue to utilize the services of their existing volunteer First Aid Squads when the availability of those volunteer entities permits. This arrangement is designed with the purpose of facilitating a timely EMS response, including during those periods when the EMS system is experiencing increased call volume, or when the volunteer First Aid Squads are unable to provide availability to their municipalities. Furthermore, the volunteer First Aid Squads will continue to be utilized for calls for service in their respective jurisdictions, mutual aid to the surrounding communities and to provide standby EMS at community events as their availability permits.

B. DESCRIPTION AND SCOPE OF SERVICES

The regional shared services will include, but not necessarily be limited to the following:

1. Provision, on a 24 hour, 7 days a week basis, of BLS EMS to the parties.
2. The BLS EMS to be provided shall be as defined in N.J.A.C. 8:40-1.1 et seq. and shall be provided utilizing fully trained personnel who have a current license with the New Jersey Department of Health & Senior Services (NJDOH), Office of EMS. Services shall include all incidents classified as Basic Life Support (BLS), and incidents which require a tiered response with a Mobile Intensive Care Unit (MICU) and which are classified as Advanced Life Support (ALS) incidents.
3. Overall operations and general regional response guidelines have been developed in the form of a Standard Operating Procedure and incorporated as Addendum 1 as part of this Shared Services Agreement. Specific policies and procedures shall be in accordance with the standards, policies, response protocols and medical direction utilized in the provision of services by the Borough of Belmar.
4. Said services shall be in accordance with the standards, level, quality, and scope of performance required by municipalities and the Laws of the State of New Jersey in general, and in particular the technical requirements and operational standards set

forth in N.J.A.C. 8:40.

5. The Parties agree to allow that the South Monmouth EMS Steering Committee, as established in Section G below to pursue and implement mutual aid agreements with surrounding professional EMS services as required in order to ensure redundancy and continuity of EMS coverage.

C. USE OF PROPERTY OF THE PARTIES

1. The Borough of Belmar agrees to utilize all existing equipment, ambulances, command vehicle, quarters and ancillary supplies and equipment at no cost to the other participating municipalities. The Borough of Belmar furthermore agrees to undertake the re-lettering of vehicles and equipment to include the following statement in order to reflect the purpose of this Agreement: “serving the communities of Belmar, Lake Como, Sea Girt and Manasquan” to reflect this regional shared services agreement. The cost of such re-lettering will be included in the shared initial startup budget.
2. Sea Girt agrees to allow use of the county dispatching frequency 166.250 and transmit frequency of 153.950 through use of the existing repeater system at no cost to the other participating municipalities.
3. The Parties agree to permit use of their existing EMS radio frequencies, communications centers and equipment for dispatch and communication purposes.
4. The Parties agree that any assignment of dispatch and communications frequencies shall be automatically revoked if this Agreement is terminated and that such frequencies shall be retained by their respective municipalities.
5. All parties hereto agree to explore existing municipal locations for a second facility to operate from within their respective jurisdictions, including within the New Jersey National Guard Training Center, and to present said locations to the Steering Committee for consideration.

D. THIRD PARTY BILLING FOR EMS SERVICES

1. All parties hereto agree to allow Belmar to bill those requesting EMS services in accordance with the Ordinances, Regulations and Law governing the billing of EMS Services.
2. Residents residing within the municipal boundaries of the Parties, Property Owners who own property located within the municipal boundaries of the Parties, and/or the immediate family of such residents or property owners, shall be “soft billed” only. That is such residents, property owners and their immediate families with insurance are to be billed for services in accordance with the fee schedule adopted by the South Monmouth EMS Steering Committee. Belmar will accept the insurance payment, regardless of the type of insurance from all residents, property owners and/or their immediate families without balance billing. Residents without

insurance will not be billed for services provided by Belmar. All others will be billed in accordance with the rate schedule and may be subject to balance billing for the provision of services by Belmar.

3. For the purposes of this Agreement, a resident shall be defined as an occupant who is legally domiciled in a member municipality (Party) for the current tax year, or who maintains a residence within a member municipality (Party) and utilizes that residence as a permanent residence for 183 calendar days during the current tax year.
4. For the purposes of this Agreement, to be eligible for “soft billing” a property owner’s “immediate family” shall include only those persons who reside with the property owner.
5. For the purposes of this Agreement, to be eligible for “soft billing” a resident’s “immediate family” shall include only those persons who reside with the resident pursuant to those conditions set forth in Paragraph 3 herein above.
6. The Parties recognize and acknowledge Belmar shall receive all revenue generated from all billing as outlined above from the provision of services by Belmar to the Parties. This revenue shall solely be utilized to offset the annual operating budget of Belmar Emergency Medical Services.

E. USE OF THE PERSONNEL OF THE PARTIES

1. Certified Financial Officer (CFO): Belmar agrees to provide the services of Belmar’s CFO to provide budget preparation and review and billing for the provision of EMS services pursuant to this Agreement in accordance with the rate schedule as outlined in the annual budget.
2. Qualified Purchasing Agent (QPA): Belmar agrees to provide the services of Belmar’s QPA to provide purchasing services for the provision of EMS services pursuant to this Agreement in accordance with the rate schedule as outlined in the annual budget.
3. Human Resources Manager: Belmar agrees to provide the services of Belmar’s Human Resources (HR) Manager to provide HR services for the provision of EMS services pursuant to this Agreement in accordance with the rate schedule as outlined in the annual budget.
4. Recording Secretary: Belmar agrees to provide the services of Belmar’s recording secretary for the provision of EMS services pursuant to this Agreement in accordance with the rate schedule as outlined in the annual budget.
5. As is established herein, Belmar shall hire (with oversight from the Steering Committee) an EMS Coordinator and Emergency Medical Technicians (EMTs).

The EMS Coordinator and EMTs will provide BLS EMS services to the Parties. It is understood by all Parties that all such employees are employees of the Borough of Belmar.

F. OPERATING BUDGET

1. The budget should run from January 1 to December 31 each year in order to accommodate the municipal budget cycle.
2. The annual operating budget for the next calendar year shall be prepared by the EMS Coordinator in consultation and coordination with the CFO and must be presented to the EMS Steering Committee for consideration by November 1st of each year. The annual operating budget shall account for deficits or surpluses accrued in the previous fiscal year, including grants and revenue generated from billing and shall be adjusted accordingly.
3. The EMS Steering committee shall present a proposed budget to each of the member municipalities no later than January 1st of each year for consideration in the annual municipal budget.
4. For FY2022 and FY2023, the municipal cost share shall be determined by dividing the annual operating budget minus revenue by following percentages
 - a. Borough of Belmar – 35%
 - b. Borough of Manasquan – 35%
 - c. Borough of Sea Girt – 15%
 - d. Borough of Lake Como – 15%
5. For FY2024 and beyond, the municipal cost share shall be determined by the actual percent call distribution per town for the previous 12-month period. No member municipality shall contribute less than 15% of the annual operating budget for the provision of EMS services pursuant to this Agreement, and the minimum amount to be contributed by any member municipality shall be hereby established at 15% of the yearly operating costs.
6. All Parties shall contribute 25% of all start-up costs for year 2022.
7. Each municipality is responsible for their respective cost share to be budgeted in the annual municipal budget and paid in full to Belmar by May 1st of each calendar year but not before the respective municipal budget has been approved.
8. The budget will be analyzed by November 1 of each year to address any unanticipated expenditures. Each member municipality will be responsible to allocate funding in the event of an unanticipated budget shortfall in accordance with the cost share for each municipality to be paid by December 31 of the

current budget year.

9. The Parties agree that Belmar will be the lead agency. All parties hereto agree to cooperate with and enable the SMEMS Steering Committee to submit and process grant applications for funding for the provision of emergency services as the Borough of Belmar. In the event that it is necessary, given the requirements of the particular grant program, for such an application to be submitted by an individual member municipality, each member municipality agrees that it will take all necessary steps to ensure the timely completion and submission of any such application. In the event that such funding is available to the municipality, but not otherwise directly available to the Borough of Belmar for the provision of EMS pursuant to this Agreement, then the member municipality will take all steps necessary to apply for, and where possible obtain such funding, and after receipt of such funding consistent with any applicable law, rule or regulation, transmit the proceeds of such funding to Belmar. This transmitted amount shall be in addition to the annual municipal cost share as outlined in #4 above and shall be utilized to offset the operating costs of Belmar for the upcoming year.

G. EMS STEERING COMMITTEE

1. The EMS Steering Committee and the Committee's Responsibilities

There shall be an EMS Steering Committee. The EMS Steering Committee shall have the responsibility to oversee and execute all of the terms of this Agreement. Such shall include the following core functions of the EMS Steering Committee:

6. Providing recommendations for the hiring and oversight of an EMS Coordinator.
7. Providing oversight for the hiring of EMTs.
8. Provide oversight of the Standard Operating Procedures (SOPs). Any changes to the SOP's must be voted upon and approved by the Steering Committee.
9. Review and approval of the annual operating budget and presenting to their respective jurisdiction for budgeting each January.
10. Recommending changes to this Agreement for consideration by member municipalities.
11. The EMS Steering Committee shall form subcommittees from time to time to assist with the carrying out of the business and functions of the EMS Steering Committee. Service upon the subcommittees shall be delegated evenly amongst the EMS Steering Committee Members and/or their alternates. At a minimum, the subcommittees formed by the EMS Steering Committee shall include the following:
 1. Budgeting Subcommittee

2. Personnel Subcommittee
3. Quarters/Equipment Subcommittee
4. Standard Operating Procedures Subcommittee
5. Communications Subcommittee
6. Volunteer Coordination / Mutual Aid Agreements / Outreach Subcommittee
 - a. This subcommittee shall include at least one volunteer first aid captain who shall serve as an *ex officio* member of said subcommittee.

12. Municipal Representatives Assigned to the Steering Committee

In order to provide direction and control of the regional EMS Operations, each municipality will be required to annually identify and designate one (1) municipal representative and one (1) alternate municipal representative, each with the appropriate knowledge of this agreement and the services provided thereon to sit on the South Monmouth EMS Steering Committee.

- a. The primary representative must be selected from the following positions within each respective municipality: Borough Administrator / Borough Manager, Police Chief, Public Safety Director or Emergency Management Coordinator and shall be appointed by the mayor annually at the first reorganization meeting of the Governing Body in January of each year.
- b. Each Party shall also select and name an alternate representative from among the personnel of that Party who shall serve in all instances wherein a member municipality's primary designee is not available. The alternate representative shall also be appointed by the mayor annually at the first reorganization meeting of the Governing Body in January of each year.
- c. Any vacancy in either the primary or alternate representative shall immediately be filled by the member municipality via mayoral appointment at the meeting of the municipal governing body first following the vacancy of said position, or as soon thereafter as may be practicable.
- c. The Borough representatives identified in this paragraph shall serve at no cost to the other participating municipalities.

13. Mutual Aid Agreements

All mutual aid agreements will be reviewed and approved by the steering committee.

14. Steering Committee Meetings:

The steering committee shall meet monthly for the first 12-months that this Agreement is in effect and at least quarterly thereafter in order to assure that the services provided in this Agreement are effective and efficient. The EMS Coordinator and recording secretary shall also be present at meetings, with minutes taken including records of all binding votes kept.

15. EMS Steering Committee Voting:

The EMS Steering Committee shall review and approve the annual budget, changes to the SOPs, approval of personnel and other matters relating to the provisions within this Agreement. In order for a vote to be binding, a majority of representatives of the Parties the Committee membership shall be present at the vote and a simple majority shall govern. In the event of a tie vote amongst an even number of member municipalities present and voting, then the item for consideration pursuant to which a vote has resulted in a tie shall be tabled for one meeting and shall thereafter be presented for vote at the meeting of the Steering Committee next following the tie vote by those members of the Steering Committee present and voting at said subsequent meeting. In the event of a second tie-vote, the item for consideration shall be removed from the agenda and revised in an effort to address the concerns of the dissenting members before that item is again presented for consideration.

REWRITE:

The EMS Steering Committee shall review and approve the annual proposed budget, changes to the SOPs, approval of personnel and other matters relating to the provisions of this Agreement. In order for a vote to be binding, a majority of the Committee membership shall be present at the vote and a simple majority vote of those present shall govern. In the event of a tie vote, the item for consideration shall be presented at the next Steering Committee meeting for a vote with the same applicable parameters. If the vote is a tie again, the item shall be removed from the agenda and revised in an effort to address the concerns of the dissenting members before the item is again presented for consideration.

H. STANDARD OPERATING PROCEDURES

Standard Operating Procedures (SOPs) have been developed and are appended as Addendum 1 to this Agreement. These SOPs address administrative and operational procedures. Any and all changes to the SOPs outlined in Addendum 1 must be reviewed and approved by the Steering Committee as indicated in Section G of this Agreement.

I. DURATION OF AGREEMENT AND PARTY WITHDRAWAL PROCEDURE

The term of this Shared Services Agreement shall be the period beginning July 1, 2022 and ending on December 31, 2024. Notwithstanding the terms of this Agreement, any Party shall have the right to withdraw from this Agreement with written notice provided nine (9) months prior to withdrawal. The Steering Committee shall convene no later than 60 days from the receipt date of the withdrawal notice to consider the impact of the impending withdrawal and the steps necessary in view of the withdrawal.

Further, the Steering Committee shall meet no later than July 1st of the final year of this Agreement to discuss the Agreement's potential renewal, revision of terms, etc.

J. DISPUTE RESOLUTION

1. The Parties agree that it is in the best interest of their respective taxpayers and citizens to avoid litigation if at all possible. Therefore, the Parties agree to first jointly mediate any and all controversies, disputes or claims which arise pursuant to or relating to this Agreement. If such internal mediation is unsuccessful, the parties shall submit the matter to a qualified mediator, chosen from the roster of mediators maintained by the Monmouth County Superior Court unless the parties choose another mediator, and preferably with background in shared service agreements, to attempt resolution of any dispute.
2. If a good faith effort to resolve any aforementioned controversies, disputes or claims through mediation is unsuccessful, any Party may terminate the mediation upon the submission of written notice to the other Parties and the mediator. Thereafter, any party may submit the controversy, dispute or claim pursuant to N.J.S.A. 40A:65A-7(c) to the American Arbitration Association for binding arbitration. The laws of the State of New Jersey shall be applied and utilized to settle all controversies, claims or disputes. Any costs associated with Arbitration shall be borne equally by all parties participating in the arbitration. Judgment upon an award rendered pursuant to such arbitration may be entered into in any court of competent jurisdiction in the State of New Jersey.

K. INSURANCE

The Parties hereby agree that they shall maintain property insurance on all facilities and vehicles that may be affected by the services of the Agreement, with each party providing a Certificate of Insurance to the other naming each party as additional

insured. Each party shall provide proof of insurance and maintain their own liability insurance and personal property insurance for any loss or damages arising from services provided and shall provide each other with a Certificate of Insurance, naming all parties as additional insured. All parties shall maintain a sum of no less than Fifty Thousand Dollars (\$50,000.00) for property loss and One Million Dollars (\$1,000,000.00) for liability for injuries resulting from one person, and to keep such insurance in force for the term of the Agreement and to deliver proof of insurance if requested by either party after submitting the original Certificate of Insurance. All Certificates of Insurance must be approved by all legal counsel for the Parties involved in this matter.

Each Party agrees to cooperate with each other Party in the defense of any claims assessed against any Party arising out of the rendering or non-rendering of services contemplated by this Agreement.

L. INDEMNIFICATION

No party shall be liable for any negligent, reckless or intentional acts or omissions of any other(s) and each shall indemnify, defend and hold the other(s) harmless from all losses, injuries or damages caused by negligent, reckless or intentional acts or omissions of itself or of any of its respective employees or independent contractors in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions. The terms and conditions of this paragraph shall survive the execution, delivery and performance of this Agreement and any succeeding documents, shall be binding upon their heirs, successors, administrators and assigns of each of the parties hereto.

No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, *et seq.*

M. PERSONNEL DISPUTES

All Parties agree that if any personnel issue arises involving an employee of Belmar who will perform the services for the member municipalities as set forth herein, the Borough Administrator of Belmar and the Borough Administrator of the allegedly aggrieved municipality shall meet and use their best efforts to resolve the issue amicably. Unresolved issues should be referred to Belmar for investigation as soon as possible.

N. GOVERNING LAW

The Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

O. INDEPENDENT COUNSEL

The Parties hereby acknowledge that they have independent legal counsel of their own choosing in order to have this Agreement reviewed and approved and in order to receive independent and separate advice regarding every aspect of this Agreement.

P. VOLUNTARY EXECUTION AND AUTHORITY

The Parties each acknowledge and represent that this Agreement has been executed by them and each of them free from persuasion, fraud, undue duress or economical physical duress of any kind exerted by the other or other persons. All Parties acknowledge that this Agreement has been approved by Resolution and shall provide each other with a true copy of the same.

Q. PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement or the application of the Agreement to any entity or circumstances shall, to any extent invalid or unenforceable, the remainder of the Agreement, or the application of such term, covenant or condition to the entity or the circumstances other than those to which it is held invalid or unenforceable, shall not be affected by each term, covenant or condition of this Agreement and shall be valid and shall be enforced to the full extent provided by law.

R. EMERGENCY CONTINUATION

In the event that this Agreement shall be invalidated by a court of competent jurisdiction then, at the option of Belmar, Belmar shall continue to provide the services specified herein on an interim or emergency basis for a period of ninety (90) days as permitted within an order of the court.

S. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested, to the Municipal Clerk of each municipality at the address indicated above.

T. AGENCY RELATIONSHIP

It is hereby acknowledged that the Parties and all of their personnel used to assist any party to this Agreement, are performing the services under this Agreement as general agents of the municipality where they are performing said services, and shall all of the powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under the Agreement and allowable by law.

U. MISCELLANEOUS

The following provisions shall apply to this Agreement:

1. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

2. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties thereto.

3. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

4. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

5. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without either party's prior written permission.

6. Waiver

It is understood and agreed by the parties that failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

7. No Presumption Against Drafter

The parties acknowledge that this Agreement was reviewed by their respective Legal Counsel, and therefore, no presumption shall arise against the Drafter of this Agreement.

V. ENTIRE AGREEMENT

This Agreement sets forth all the covenants, agreements and understandings between the parties concerning the contract premises, the Parties respectfully acknowledge that there are no covenants, promises, agreements or representation, inducements, conditions either oral or written between the parties other than those set forth in the Agreement. No alterations, amendments, changes or additions to this Agreement shall be binding upon any Party unless reduced in writing and signed by each Party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals the day and year first above written.

ATTEST: (Affix Seal)

BOROUGH OF BELMAR

April Claudio
Municipal Clerk

Mark Walsifer
Mayor

ATTEST: (Affix Seal)

BOROUGH OF LAKE COMO

Amy Boney
Acting Municipal Clerk

Kevin Higgins
Mayor

ATTEST: (Affix Seal)

BOROUGH OF SEA GIRT

Dawn Harriman
Municipal Clerk

Donald Fetzer
Mayor

ATTEST: (Affix Seal)

BOROUGH OF MANASQUAN

Barbara Ilaria
Municipal Clerk

Edward Donovan
Mayor