

**SHARED SERVICE AGREEMENT FOR
EMERGENCY MEDICAL SERVICES BETWEEN THE HOPEWELL
TOWNSHIP AND HOPEWELL BOROUGH BOARDS OF FIRE
COMMISSIONERS OF MERCER COUNTY STATE OF NEW JERSEY**

THIS AGREEMENT is made this 11 day of January, 2023, 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 "HTFD"), and the Hopewell Borough Fire District having its principal offices at 4 Columbia Ave, Hopewell, New Jersey, 08525 (the "HBFD") HTFD and HBFD are collectively referred to as the "Parties". The Hopewell Fire Department Emergency Medical Unit who operates as an entity under the HBFD shall be referred to as "EMU".

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 Borough, and Pennington Borough, and to the general community as needed; and

WHEREAS, HBFD also provides EMS to Hopewell Borough, areas of Hopewell Township, and to the general community as needed; and

WHEREAS, the HTFD and the HBFD 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. Contracted Emergency Medical Services: HTFD agrees to provide one (1) fully staffed ambulance by Capital Health Emergency Medical Services to supplement any primary emergency medical calls in the Borough of Hopewell 24 hours a day, to its' best ability. This would only apply to initial emergency medical services requests, as any secondary, tertiary or further calls for service would be handled by Hopewell FD Emergency Medical Unit (EMU) or the next closest available mutual aid unit.

b. Reimbursement: The HBFD agrees to reimburse HTFD for the actual costs related to this agreement provided by

Capital Health Emergency Medical Services set forth in appendix "A". Both Districts agree hereto that costs associated with providing EMS services will be determined by the most current recorded U.S. Census for the Municipality. This percentage will be divided amongst the total population of Hopewell Valley and applied to each Municipalities financial responsibility. Compensation shall be made in four quarterly payments, set forth in appendix "B".

- c. Medical Direction: The District will provide the EMU and HBFD Medical Direction on an annual basis at no cost.
- d. Billing: The HBFD shall agree to continue to make an effort to move towards a soft billing structure for any EMS calls for service they may handle in the Borough or Township response areas. Presently, neither Districts bill patients for EMS, however the Parties agree to negotiate in good faith to share these funds in the future should the Parties begin to soft bill patients for EMS. The Parties agree that this requires HBFD to obtain NJ DOH State Licensure for any ambulance operated by HBFD or EMU at their own cost.
- e. Medical Supplies: The District agrees to provide medical supplies, as available, to the EMU and HBFD through its EMS Central Supply at no cost. However, should a fee be

needed in the future to cover these materials, the Parties agree to negotiate the amount in good faith, utilizing the current cost sharing matrix proposed in section 1b.

2. Term

The Term of this Agreement shall be March 01, 2023 commencing on the effective date of this Agreement, or unless terminated as set forth in section 3. In the event a successor agreement is not executed before February 29, 2024, this present Agreement shall continue in full force until said successor Agreement has been executed and become effective between the parties.

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, apparatus/automotive insurance, and workers compensation insurance during the Term of this Agreement. The HBFD may obtain such insurance by and through their own choice or Hopewell Township JIF 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, 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, 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 Hopewell Township Fire District #1 pursuant to a Resolution passed by the majority of the Board members for said purpose, and the Hopewell Borough Fire District #1 pursuant to a Resolution passed by the majority of the Board members for said purpose, as of this 11 day of January, 2023.

ATTEST:

HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
Board of Fire Commissioners

William S. Millen SR
Borough Clerk

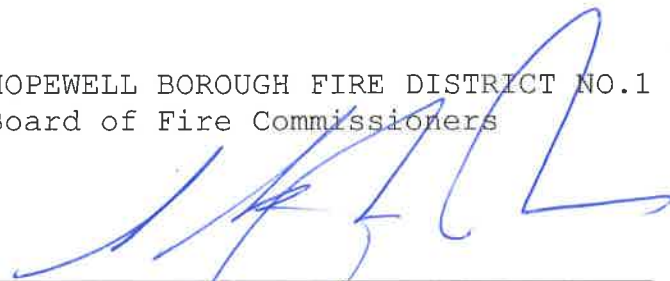


Erik Burd, Chairperson

ATTEST:

HOPEWELL BOROUGH FIRE DISTRICT NO.1
Board of Fire Commissioners

William S. Millen SR
Borough Clerk



C. Schuyler Morehouse, Chairperson

