

**A SHARED SERVICES AGREEMENT BY AND
BETWEEN THE BOROUGH OF MERCHANTVILLE
AND TOWNSHIP OF PENNSAUKEN RELATIVE TO
THE PROVIDING OF EMERGENCY MEDICAL
SERVICES TO THE BOROUGH OF MERCHANTVILLE**

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A: 65-1 et seq. entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, New Jersey 08109 (Merchantville), and the Township of Pennsauken, a body politic and corporate of the State of New Jersey with offices located at 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110 (Pennsauken). The date of the execution of this Agreement is the 20th day of October, 2008.

W I T N E S S E T H

WHEREAS, the Borough of Merchantville (hereinafter “Merchantville”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Township of Pennsauken (hereinafter “Pennsauken”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Township of Pennsauken has within its Department of Public Safety a full time, fully staffed Emergency Medical Services (EMS), which provides certain emergency medical services to the residents of the Township of Pennsauken; and

WHEREAS, Pennsauken has agreed to permit its Emergency Medical Services (EMS) to provide the same emergency medical services to the residents of the Borough of Merchantville as it provides to the residents of the Township of Pennsauken; and

WHEREAS, Merchantville has agreed to pay Pennsauken the sum of Five Thousand, Seven Hundred and One Dollars and Fifty Cents (\$5,701.50) in the calendar year 2009, to be paid in accordance with the payment schedule set forth below; and

WHEREAS, Merchantville and Pennsauken intend by virtue of this document to set forth the terms and conditions of this Agreement; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Interlocal Services Agreement pursuant to Resolutions of their respective Governing Bodies, attached hereto and made a part of this Agreement; and

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This Agreement shall be for a period of twelve (12) months commencing on January 1 of 2009, and shall be cancelable at the end of any calendar year upon one hundred-eighty (180) days written notice by any party to this Agreement.

2. AMBULANCE SERVICES

Pennsauken has agreed to permit its Emergency Medical Services (EMS) to provide the same emergency medical services to the residents of the Borough of Merchantville as it provides to the residents of the Township of Pennsauken. Additionally, Pennsauken shall be permitted to bill the residents of the Borough of Merchantville in the same manner and in the same amount as it bills the residents of the Township of Pennsauken for such services. Pennsauken agrees to accept as full payment for its services rendered to the residents of the Borough of Merchantville under this Agreement the amount tendered in payment of said bill by a third party medical insurance carrier or any such medical indemnity program offered by the United States of

America and/or the State of New Jersey. Pennsauken agrees that all or any part of the bill submitted to a resident of the Borough of Merchantville under this Agreement not covered by a third party medical insurance carrier or any such medical indemnity program offered by the United States of America and/or the State of New Jersey shall be waived.

Merchantville is the owner of an ambulance, which will be available for use by Pennsauken during the course of this Agreement. Should Pennsauken take possession of this vehicle to operate same in its ambulance service, Pennsauken will bear all costs for the upkeep, fuel and maintenance of this vehicle while it is in its possession. Should this Agreement be renewed for the calendar year 2010, Pennsauken shall have the option to purchase this vehicle from Merchantville for the sum of One (\$1.00) Dollar at that time.

Merchantville will appoint a member of Borough Council as its liaison between Pennsauken's Director of Public Safety and Merchantville's Mayor and Borough Council relative to the terms and conditions of this Agreement.

Pennsauken shall offer current members of Merchantville's EMS an opportunity to apply for a position with the Pennsauken EMS when a job opening is available. The hiring of any current member of the Merchantville EMS will be subject to the hiring procedures as stated in the applicable policies governing employment with the Township of Pennsauken.

3. ALLOCATION OF PAYMENTS

Merchantville has agreed to pay Pennsauken the sum of Five Thousand, Seven Hundred and One Dollars and Fifty Cents (\$5,701.50) per annum for the services to be rendered under this Agreement, based upon a payment of One Dollar and Fifty Cents (\$1.50) per resident, and further based upon Merchantville's current population of Three Thousand, Eight Hundred and One (3,801) residents.

Merchantville shall pay Pennsauken the sum of Five Thousand, Seven Hundred and One Dollars and Fifty Cents (\$5,701.50) in three quarterly payments of One Thousand, Four Hundred and Twenty-five Dollars and Thirty-seven Cents (\$1,425.37) for the first, second and third quarters of 2009, and a final payment of One Thousand, Four Hundred and Twenty-five Dollars and Thirty-seven Cents (\$1,425.39) for the fourth quarter of calendar year 2009. Payments are to be made within fifteen (15) days of receipt of a voucher from Pennsauken. Said quarterly payments shall be made on commence on March 1, 2009 and thereafter be made on June 1, September 1 and December 1, 2009.

It is acknowledged by Pennsauken and Merchantville that it is the intention of the parties that Pennsauken shall not incur any additional costs associated with the implementation with this Agreement. Accordingly, the parties agree that on or before January 31, 2010, the respective Municipal Clerks and/or Treasurers together with the respective Municipal Accountants shall review the expenditures made by Pennsauken and the payments made by Merchantville to determine whether or not the payments made reimburse Pennsauken for all costs and expenses. In the event that the expenses incurred by Pennsauken do not equal the payments made by Merchantville, an appropriate adjustment will be made by the respective municipality.

4. AUDIT

Pursuant to the Single Audit Act of 1984, Pennsauken agrees to permit Merchantville and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

5. INDEMNIFICATION

Merchantville shall indemnify, hold harmless and defend Pennsauken, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

Pennsauken shall indemnify, hold harmless and defend Merchantville, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

6. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Township of Pennsauken to the Township Clerk, Township of Pennsauken, 5605 North Crescent Boulevard, Pennsauken, New Jersey 08110; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

7. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. 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.

B. Amendments

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

C. 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 contract.

D. 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.

E. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there is no side or oral Agreement relating to this undertaking set forth herein.

F. Assignability

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

G. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

H. Funding

In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

I. No Third Party Beneficiary

This Agreement is not intended to confer any benefits to any third party.

J. Waiver

It is understood and agreed by the parties that a 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.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

THE TOWNSHIP OF PENNSAUKEN

BY: _____
JACK KILLION, Mayor

ATTEST:

GENE PADALINO, TOWNSHIP CLERK

I, **GENE PADALINO**, Township Clerk for the Township of Pennsauken, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Township of Pennsauken, at a meeting of said Township Committee of the Township of Pennsauken on _____, 2008 and that said Interlocal Services Agreement was adopted by Resolution which passed by a majority vote of the Township Committee of the Township of Pennsauken.

GENE PADALINO, TOWNSHIP CLERK

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

THE BOROUGH OF MERCHANTVILLE

BY: _____
FRANK M. NORTH, MAYOR

ATTEST:

DENISE BROUSE, BOROUGH CLERK

I, **DENISE BROUSE**, Borough Clerk for the Borough of Merchantville, do hereby certify the foregoing to be a true and correct copy of the Interlocal Services Agreement adopted by Resolution of the Borough of Merchantville, at a meeting of said Borough of Merchantville on October 20, 2008, and that said Interlocal Services Agreement was adopted by Resolution which passed by a majority vote of the Borough Council of the Borough of Merchantville.

DENISE BROUSE, BOROUGH CLERK