

AN INTERLOCAL SERVICE AGREEMENT CREATING
THE SOMERSET AMBULANCE SHARED SERVICE AGENCY (SASSA)
AND A PROGRAM FOR THE PROVISION OF PART TIME AMBULANCE
SERVICES IN BOUND BROOK BOROUGH, MANVILLE BOROUGH,
RARITAN BOROUGH, SOMERVILLE BOROUGH,
SOUTH BOUND BROOK BOROUGH AND BRIDGEWATER TOWNSHIP

WHEREAS the volunteer first aid squads of some of the municipalities are experiencing difficulties in responding to emergency calls during certain hours of the day and days of the week due to the limited number of volunteers available to provide this service; and

WHEREAS the participating municipal governments are very supportive of the efforts of their volunteer first aid squads and in cooperation with these volunteer squads want to provide assistance to insure that their residents can receive the emergency first aid response that they may need; and

WHEREAS studies have shown that the most cost effective approach to providing emergency first aid response on a 24 hour per day seven days per week basis is to supplement the existing programs of the voluntary first aid squads with an alternate response mechanism during those times when volunteers are less available (which is Monday through Friday, 6:00 a.m. to 6:00 p.m.); and

WHEREAS recruitment and retention of qualified people to serve as emergency responders is cost effective only through the consolidation of the needs of the individual municipalities that are a part of this Agreement; and

WHEREAS studies have determined that the most cost effective and efficient method of providing these services is through a Shared Services Agreement wherein the costs of certain employees and tasks are shared by the participating jurisdictions; and

WHEREAS it is necessary to set forth the terms and conditions and procedures for the establishment of the Shared Services Agency to provide emergency response services among the municipalities which are a party to this Agreement; and

WHEREAS the Interlocal Services Act (N. J. S. A. 40:8A-1 et seq.) provides the mechanism for local governments to enter into contracts for the joint provision of required services.

NOW THEREFORE BE IT AGREED by the following Somerset County, New Jersey, municipalities, the Borough of Bound Brook, the Borough of Manville, the Borough of Raritan, the Borough of Somerville, the Borough of South Bound Brook, and the Township of Bridgewater, as follows:

1. SOMERSET AMBULANCE SHARED SERVICE AGENCY. There is hereby created the Somerset Ambulance Shared Service Agency (SASSA) consisting of one representative from each municipality that is a party to this Agreement and one alternate representative from each first aid squad in each municipality that is a party to this agreement.

a. The SASSA shall assist the lead agency, which will be the Borough of Manville, in administering any contracts entered into through this Shared Service Agreement. The Lead agency shall refer all matters concerning the contracts entered into to implement this Interlocal Agreement to the SASSA for their advise and consent before taking any action relative to these contracts. This includes the administration of these contracts including the payment of required fees, receiving and monitoring any complaints over the operation of the contract or the service provider employed through the contract, and the negotiation of all contracts, revisions thereto, and extensions thereof.

b. the SASSA shall meet as often as necessary to accomplish its assigned tasks but as a minimum it shall meet quarterly

c. the SASSA shall have the right to establish its own bylaws governing its operation provided that these bylaws do not contravene the provisions of this Interlocal Agreement. The SASSA shall be governed by the Open Public Meeting Laws of the State of New Jersey, shall keep minutes of its meetings and all actions taken by it and shall provide copies of all approved minutes to the Mayors of the participating municipalities within 10 days of their approval.

d. the SASSA shall select one its members to service as Chairman and another to serve as Vice Chairman. The Chairman shall serve as the Chief spokesperson of the SASSA for all matters relating to the provision of ambulance services provided by this Agreement.

2. **LEAD AGENCY.** The Borough of Manville will serve as the lead agency in this Interlocal Service Agreement and will be the agency to formally enter into all contracts required to implement this Interlocal Agreement; to assess, receive and expend all funds required by these contracts, and to take any and all actions required to successfully implement the recommendations of the SASSA

3. **TERM.** The term of this Agreement shall be for 3 years. This term shall be automatically extended for an additional 3-year term, unless any of the participants gives notice of the intent to terminate the agreement. This notice of intent to non renew the Agreement by the Lead Agency must be given at least 4 months prior to the expiration of the term to allow the participating agencies the time necessary to obtain alternate control services. The notice of intent by a participating agency to terminate this Agreement must be given at least 3 months prior to the expiration of the term of this Agreement. If any participant fails to provide the necessary notice of intention to terminate, then this Agreement shall continue in effect for the new term.

4. **SCOPE OF SERVICES.**

The Lead Agency based upon the recommendation of the SASSA shall enter into one or more contracts with qualified ambulance service providers to provide ambulance services to and emergency response in participating municipalities during those times that the first aid volunteers of the participating municipality are least available to provide these services themselves, which is Monday through Friday, 6:00 a.m. to 6:00 p.m.

a. Selection. The Lead Agency shall consult SASSA in the determination of the qualifications of the contractors / agencies to be employed to provide these specified services and SASSA shall be given the opportunity to participate in the contract specification and contractor selection process.

b. Control and Supervision. The contractors / agencies assigned by the Lead Agency to provide these services shall be under the direct supervision of the Officials of the Lead Agency. The Officials of the Lead agency shall advise the SASSA of any and all issues relating to the operation of the contracts entered into to accomplish the purposes of this Interlocal service Agreement and shall actively seek the advice and consent of the SASSA on these issues.

c. If there is a conflict between the operation of the selected contractors / agencies used to accomplish the purposes of this Interlocal Agreement and the

Officials of any participating municipalities, the SASSA shall serve as the mediator and shall meet with the Officials of the affected municipality to resolve any disputes and reconcile any outstanding conflicts. If they are unable to resolve these disputes, then the outstanding issues shall be referred to the formal Dispute Resolution Procedure outlined in Item 8 of this Agreement.

5. **ANNUAL DUES: FIRST YEAR.** It is anticipated that for the first year of operation, the total cost of these services to be shared by the participating municipalities shall approximate \$115,000, with each jurisdiction sharing in these costs according to the following schedule:

\$50,000	Raritan
\$50,000	Manville
\$ 5,000	Somerville
\$ 5,000	South Bound Brook
\$ 1,000	Bound Brook
\$ 4,000	Bridgewater (\$1,000 per Rescue Squad)

6. **ANNUAL DUES: FUTURE YEARS.**

a. In future years, each participating municipality shall share in the cost of providing these services in the same percentage distribution as delineated above.

b. Should one or more municipality join this agreement, they shall pay an annual cost that is agreed to by the SASSA. The dues of all remaining members shall be adjusted pro rata to reflect this additional income and/or potential additional expense.

c. If any of the municipalities should object to their designated dues and this objection cannot be resolved by the SASSA, the Mayors of all of the remaining municipalities shall meet within 45 days of receiving the protest and shall determine if the revised cost sharing agreement is reasonable, or should be revised, and if so, the methods to be used. Failure to reach agreement of their revised cost sharing is grounds for withdrawal from the Agreement.

7. **FINANCIAL PROCEDURES**

a. In November of each year, based upon the recommendation of the SASSA, the Lead Agency shall provide to the other participating municipalities an

estimate of the anticipated costs for the services provided under this Agreement. The Lead Agency may add a surcharge of 2% to this cost structure to offset the costs of administering the Agreement.

b. Each municipality shall budget their designated cost in the budget for the upcoming fiscal year.

c. The Lead Agency shall maintain accurate and complete records of all costs and expenses relating to this contract and shall make these records available to the participating municipalities upon request.

d. In February of each year the Lead Agency shall provide an accounting of all costs incurred by the Lead agency under this contract in the prior year. All costs in excess of the amount originally budgeted shall be added to the payments payable during the upcoming year. If the amounts paid by participating agencies are in excess of the final costs, any excess payments shall be taken as a credit against the payments due during the upcoming year.

e. The Lead Agency shall invoice the participating agencies quarterly in advance for the anticipated costs for the upcoming quarter. All invoices shall be payable within 30 days of the receipt of the properly executed voucher by the Lead Agency. Invoices not paid in 60 days shall accrue interest at the legally established rate.

f. Failure of a participating municipality to pay a voucher within 75 days of billing shall be grounds for immediate termination of services to that municipality by the personnel of the Lead Agency.

g. If a participating municipality takes exception to an invoice of the Lead Agency, the SASSA must review the dispute and render a decision on the contested matter to the Lead Agency within 30 days of receiving the notice of the dispute. The Lead Agency shall make a final determination and shall advise the participating agency within 30 days of receiving the recommendation of the SASSA. Pursuant to 40:8A-7, the participating municipality must pay to the Lead Agency the full amount invoiced. If through subsequent negotiation or arbitration, the amount should be determined to be less than was actually paid, the Lead Agency shall repay the excess to the participating municipality within 30 days of the date of the final resolution of the dispute.

8. **DISPUTE RESOLUTION** The SASSA of the participating municipalities shall be responsible for resolving any disputes over the implementation of this contract. Should they be unable to do so, a meeting will be held with the Mayor and one member of the governing body of each municipality to resolve the dispute. Should these officials be unable to resolve the dispute, the dispute may be referred to binding arbitration as provided by the American Arbitration Association. The distribution of the costs of this arbitration shall be determined by the Arbitrator so selected.

9. **CANCELLATION** This agreement may be cancelled by the Lead Agency after providing a four-month notice of intention to do so. Participation in the Agreement may be cancelled by any participating municipality after providing a three-month notice of intention to do so. During this three or six-month period all parties shall meet to determine if any differences and disputes can be reconciled.

10. **MISCELLANEOUS**

a. The Lead Agency shall require a minimum of \$5,000,000 in professional liability insurance from all contractors / agencies providing services under this Interlocal Agreement with all participating agencies being named insures under the terms and conditions of the Agreement.

b. Any notice required under this agreement shall be served upon the Municipal Clerk of the lead agency municipality with a copy provided to the Municipal Attorney.

By: _____ date: _____
Mayor, Borough of

Attest: _____
Borough Clerk

By: _____ date: _____
Mayor, Borough of

Attest: _____
Borough Clerk

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Mayor, Borough of

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Mayor, Borough of

date: _____

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Borough Clerk

By: _____
Mayor, Township of

date: _____

Attest: _____
Township Clerk

mcss-ambulance-interlocal services agreement(a)