

BIRDSALL, LAUGHLIN & CLARK

DAVID A. LAUGHLIN
BARBARA L. BIRDSALL
MICHELE J. CLARK*
ROBERT M. FORD*
* Also Admitted in NY

A Limited Liability Company
COUNSELORS AT LAW

MAILING ADDRESS:
P.O. BOX 1380
WALL, NEW JERSEY 07719
TELEPHONE: (732) 749-3900
FAX: (732) 749-3901

OFFICE LOCATION:
1720 Highway 34 North
Wall, New Jersey 07719

October 29, 2025

[XXXXXXXXXXXXXXXXXXXXXXXXXXXX@XXXXXXXXXXXX.XXX](mailto:XXXXXXXXXXXXXXXXXXXXXXXXXXXX@XXXXXXXXXXXXXXXXXXXX.XXX)

Re: Emailed Document Request dated September 26, 2025

Dear Concerned Citizen;

Please be advised that this office has been assigned to represent the interests of the Monmouth County Sheriff's Office ("MCSO") with respect to your emailed request for documents dated September 26, 2025 @ 10:18 pm, a copy of which is attached hereto. The after hours request was received on September 29, 2025. The official Records Custodian, Cynthia Scott, Public Information Officer for the Monmouth County Sheriff's Office received your request on September 29, 2025. As such, the seven (7) business day deadline to respond to your request was October 8, 2025.

The request in question seeks: (numbers added to track responses):

1. Updated Roster with title/call sign
2. List of all medstar assigned units
3. Any agreements currently in place regarding the medstar program (shared service)
4. Any pending agreements with towns
5. Any correspondence of MSCO purchasing the old Englishtown Manalapan Fas building.

The MCSO provides the following response: (the numbers below shall follow the numbers above):

1. See the roster attached. With respect to the request for "title/call sign" above, the MCSO has no documents responsive to said request.
2. The MCSO has no documents responsive to this request.
3. See completed agreements provided herewith.
4. The MCSO has no documents responsive to this request.
5. The MCSO has no documents responsive to this request.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Monmouth County Sheriff's Office to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at

OFFICE LOCATION: 1720 HIGHWAY 34 NORTH, WALL, NEW JERSEY 07719

BIRDSALL, LAUGHLIN & CLARK, LLC

Emailed Document Request dated September 26, 2025

Date: October 29, 2025

Page: 2

866-850-0511, by mail at P.O. Box 819, Trenton, NJ, 08625, by e-mail at gxx@xxx.xxxxxx.xx.xx, or at their web site at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

Very truly yours,

BIRDSALL, LAUGHLIN & CLARK, LLC

/s/David A. Laughlin

David A. Laughlin, Esq.

DAL/od

cc: Cynthia Scott, Public Information Officer
Monmouth County Sheriff's Office, Department of Corrections

Group Name	Employee	Title
CPR Instructor		
	Bozza, Daniel	EMT
	Chen, Kristie	EMT
	Durao, Stephanie	EMT
	Foy, Jordan	EMT
	Lawlor, Korey	EMT
	Lewitter, Cynthia	EMT
	Noriega, Ralph	EMT Supervisor
	Reu, Shawn	EMT Supervisor
	Ruggiero, Gary	EMT
	Vulpis, Gianna	EMT Supervisor
	Witham, Paul	EMT
EMS - All Staff		
	Addotta, Vivica	EMT
	Allegretta, Michael	EMT
	Aminoff, Mitchell	EMT
	Amir, Loujaina	EMT
	Amir, Nayreen	EMT
	Baez, Jonathan	EMT
	Bechhofer, Mordechai	EMT
	Bozza, Daniel	EMT
	Brady, Colleen	EMT
	Brockel, Morgan	EMT
	Buttari, Alexa	EMT
	Cabrera, Cassandra	EMT
	Chen, Kristie	EMT
	Christiana, Alyssa	EMT
	Ciani, Jane	EMT
	Clayton, Alexis	EMT
	Colwell, Michael	EMT
	Cuccia, Tracie	EMT
	D'Antuono, Peter	EMT-P Supervisor
	D'Armetta, Lylliana	EMT
	Dirago, Julia	EMT
	Drazen, Paul	EMT
	Dubin, Greg	EMT
	Durao, Stephanie	EMT
	Ecker, Krystle	EMT
	Estrella, Hector	EMT
	Everitt, Ryan	EMT
	Faaland, Kyle	EMT
	Fanciullo, Rachel	EMT
	Fisher, Meghan	EMT
	Fowler, Samuel	EMT
	Fox, John	EMT
	Foy, Jordan	EMT

Fuzaylov, Alexander	EMT
Gaudette, Abbey	EMT
Gershner, Zachary	EMT
Gonzalez, Daniela	EMT
Hauselt, Cole	EMT
Henry-Fusco, Travis	EMT
Hetzler, Kevin	EMT Supervisor
Hubeny, Tyler	EMT
Janas, Timothy	EMT
Jarvis, John	EMT
Kahlke, Amanda	EMT Supervisor
Keefer, Tyler	EMT
Kidney, Kaitlyn	EMT
Kipp, Laramie	EMT
Kirols, Juleen	EMT
Koempel, Joseph	Paramedic
Kortenhaus, Timothy	EMT
Kravitz, Jeffrey	EMT
Lawlor, Korey	EMT
Ledbetter, Dawn	EMT
Leib, Jaden	EMT
Lewitter, Cynthia	EMT
Lezamiz, Alyssa	EMT
Lezamiz, Madelana	EMT
Loehr, Ryan	EMT
Lynch, Bryan	EMT Supervisor
Mair, Douglas	EMT
Majid, Laiba	EMT
Mannion, Dylan	EMT
McCall, Charles	EMT
McElrath, Shelby	EMT
McLaughlin, Robert	Deputy EMS Director
Menack, Joshua	EMT
Mierop, Jeremy	EMT
Milkowski, Jake	EMT
Miller, Kelsey	EMT
Mitchell, Ethan	EMT
Mitzelman, Rachel	Paramedic
Morgenroth, Eric	EMT-P Supervisor
Muller, Carina	EMT
Naclerio, Kelsey	EMT
Naples, Richard	EMT
Noriega, Ralph	EMT Supervisor
Nowacki, Steven	EMT
Otero, Diane	EMT
Panebianco, Julia	EMT
Pearce, Allyson	EMT

Pearce, David	EMT
Pearce, Leeann	EMT
Perez, Edward	EMT
Perez, Matthew	EMT
Perez-Tavarez, Melissa	EMT
Perrin, Benjamin	EMT
Pflug, Ryan	EMT
Plevritis, Nicole	EMT
Post, Skyler	EMT
Pukala, Cole	EMT
Quesada, Mathis	EMT
Rass, Kristen	EMT
Reid, Hunter	EMT
Reu, Shawn	EMT Supervisor
Rindsberg, Scott	EMT
Romer, Aiden	EMT
Ruggiero, Gary	EMT
Sakowski, Alexandra	EMT
Salazar, Dominique	EMT
Schnitzer, Jason	EMT
Scott, Michael	Paramedic
Selover, Daniel	EMT Supervisor
Shehat, Yusef	EMT
Sidley, Timothy	Director
Soliman, Amanda	EMT
Stein, William	EMT
Toppi, Salvatore	EMT
Toth, Anthony	EMT
Trivedi, Prachet	EMT
Truffa, Ashley	EMT
Tuytjens, Travis	EMT
Vail, Thomas	EMT
Vulpis, Gianna	EMT Supervisor
White, Amy	Paramedic
Wilkins, Joshua	Deputy EMS Director
Witham, Paul	EMT
Yang, Ethan	EMT
Yarosz, Steven	EMT Supervisor
Zaccagnino, Gregory	EMT
EMS Part Time	
Aminoff, Mitchell	EMT
Bechhofer, Mordechai	EMT
Cuccia, Tracie	EMT
D'Armetta, Lylliana	EMT
Dirago, Julia	EMT
Drazen, Paul	EMT
Dubin, Greg	EMT

Everitt, Ryan	EMT
Faaland, Kyle	EMT
Fuzaylov, Alexander	EMT
Gaudette, Abbey	EMT
Gonzalez, Daniela	EMT
Henry-Fusco, Travis	EMT
Hubeny, Tyler	EMT
Kipp, Laramie	EMT
Kirols, Juleen	EMT
Kortenhaus, Timothy	EMT
Leib, Jaden	EMT
Lewitter, Cynthia	EMT
Lezamiz, Alyssa	EMT
Majid, Laiba	EMT
Menack, Joshua	EMT
Mierop, Jeremy	EMT
Mitzelman, Rachel	Paramedic
Muller, Carina	EMT
Naclerio, Kelsey	EMT
Panebianco, Julia	EMT
Perez, Edward	EMT
Pflug, Ryan	EMT
Plevritis, Nicole	EMT
Rass, Kristen	EMT
Rindsberg, Scott	EMT
Sakowski, Alexandra	EMT
Schnitzer, Jason	EMT
Shehat, Yusef	EMT
Soliman, Amanda	EMT
Toppi, Salvatore	EMT
Trivedi, Prachet	EMT
Vail, Thomas	EMT

EMS Supervisors

D'Antuono, Peter	EMT-P Supervisor
Hetzler, Kevin	EMT Supervisor
Kahlke, Amanda	EMT Supervisor
Lynch, Bryan	EMT Supervisor
McLaughlin, Robert	Deputy EMS Director
Morgenroth, Eric	EMT-P Supervisor
Noriega, Ralph	EMT Supervisor
Reu, Shawn	EMT Supervisor
Selover, Daniel	EMT Supervisor
Sidley, Timothy	Director
Vulpis, Gianna	EMT Supervisor
Wilkins, Joshua	Deputy EMS Director
Yarosz, Steven	EMT Supervisor

Field Training Officers

Allegretta, Michael	EMT
Brady, Colleen	EMT
Fowler, Samuel	EMT
Fox, John	EMT
Lawlor, Korey	EMT
Nowacki, Steven	EMT
Perrin, Benjamin	EMT
Quesada, Mathis	EMT
Scott, Michael	Paramedic
Toth, Anthony	EMT
Full-Time EMTs	
Addotta, Vivica	EMT
Amir, Loujaina	EMT
Amir, Nayreen	EMT
Baez, Jonathan	EMT
Bozza, Daniel	EMT
Brockel, Morgan	EMT
Buttari, Alexa	EMT
Cabrera, Cassandra	EMT
Chen, Kristie	EMT
Christiana, Alyssa	EMT
Ciani, Jane	EMT
Clayton, Alexis	EMT
Colwell, Michael	EMT
Durao, Stephanie	EMT
Ecker, Krystle	EMT
Estrella, Hector	EMT
Fanciullo, Rachel	EMT
Fisher, Meghan	EMT
Foy, Jordan	EMT
Gershner, Zachary	EMT
Hauselt, Cole	EMT
Janas, Timothy	EMT
Jarvis, John	EMT
Keefer, Tyler	EMT
Kidney, Kaitlyn	EMT
Koempel, Joseph	Paramedic
Kravitz, Jeffrey	EMT
Ledbetter, Dawn	EMT
Lezamiz, Madelana	EMT
Loehr, Ryan	EMT
Mair, Douglas	EMT
Mannion, Dylan	EMT
McCall, Charles	EMT
McElrath, Shelby	EMT
Milkowski, Jake	EMT
Miller, Kelsey	EMT

Mitchell, Ethan	EMT
Naples, Richard	EMT
Otero, Diane	EMT
Pearce, Allyson	EMT
Pearce, David	EMT
Pearce, Leeann	EMT
Perez, Matthew	EMT
Perez-Tavarez, Melissa	EMT
Post, Skyler	EMT
Pukala, Cole	EMT
Reid, Hunter	EMT
Romer, Aiden	EMT
Ruggiero, Gary	EMT
Salazar, Dominique	EMT
Stein, William	EMT
Truffa, Ashley	EMT
Tuytjens, Travis	EMT
White, Amy	Paramedic
Witham, Paul	EMT
Yang, Ethan	EMT
Zaccagnino, Gregory	EMT

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF MONMOUTH, NEW JERSEY

and

COLTS NECK TOWNSHIP

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



Prepared by: Sobel Han, LLP
Andrew B. Sobel, Esq.
Counsel to Monmouth County

**SHARED SERVICES AGREEMENT FOR MEDICAL SERVICES BETWEEN THE
COUNTY OF MONMOUTH AND COLTS NECK TOWNSHIP**

THIS SHARED SERVICES AGREEMENT is made and entered into as of this 10th day of April, 2024 (hereinafter referred to as the "Agreement") between the **COUNTY OF MONMOUTH**, a public body and politic of the State of New Jersey (hereinafter referred to as the "County"), located at the Monmouth County Office of Shared Services, Hall of Records Annex, First Floor, One East Main Street, Freehold, New Jersey 07728, **AND COLTS NECK TOWNSHIP**, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township"), having its principal office at 124 Cedar Drive, Colts Neck, New Jersey 07722, collectively referred hereinafter as the "Parties".

WITNESSETH:

WHEREAS, the Township has requested the County to furnish emergency medical services (hereinafter referred to as "EMS") and equipment to the Township or the immediate vicinity and the County has the ability to provide said services and equipment; and

WHEREAS, the County agrees to provide its emergency services and its equipment to the Township on Fridays, Saturdays and Sundays between the hours of 10:00 p.m. and 6:00 a.m., and during certain daytime hours when the County is notified that the Township's EMS Volunteers cannot staff an ambulance.

WHEREAS, the County will work in conjunction with and have the full cooperation of the Township's first responders and any private EMS providers, including but not limited to, the Township's Police and Fire Departments, and its First Aid Squad; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the County and the Township to do all acts and things which are necessary, convenient, or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, the Parties hereby desire to enter into this Agreement and set forth their rights and responsibilities for the provision of emergency medical services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the Parties, the Parties do hereby mutually covenant and agree as follows:

1. SERVICES CONTEMPLATED

The County's services will therefore include, but not necessarily be limited to, the following:

- (a) basic life support emergency medical services on Fridays, Saturdays and Sundays between the hours of 10 p.m. and 6:00 a.m., and during daytime hours but only such daytime hours when the County is notified by the Township that the Township's EMS Volunteers cannot staff an ambulance.
- (b) The basic life support emergency medical services to be provided shall be as defined in N.J.A.C. 8:40 et seq. and N.J.A.C. 8:40A et seq.
- (c) Services shall include both responding to calls for emergency medical assistance and providing medical transportation services, as well as rescue/extrication services for automobile accidents. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by the County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
- (d) The County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24-hours, 7 days a week basis.
- (e) If personnel and equipment are available, the County shall provide standby emergency medical services at Township events and activities within the Township upon fourteen (14) days written notice of such request to the County by the Township at no additional cost. For purposes of this paragraph only, notice shall be provided to the County Director of Emergency Medical Services.

2. RESPONSIBILITIES OF THE COUNTY

2.01. During the term of this Agreement, the County will be designated the first due agency for responding to and providing all emergency medical services and equipment for the Township on Friday, Saturday, Sunday between the hours of 10 p.m. and 6 a.m., as well as during such daytime hours that the Township requests coverage as stated above.

2.02. The County will provide properly licensed personnel to carry out the necessary emergency medical services needed by the Township.

2.03. All of the services mentioned under this Agreement will be provided in accordance with N.J.A.C. 8:40 et seq. and N.J.A.C. 8:40A et seq.

2.04. Those individuals providing emergency medical services on behalf of the County to the Township will at all times remain County employees and under no circumstances will these individuals be considered Township employees. Said individuals will be an agent of the Township for emergency medical services to the Township. Any and all personnel matters related to said individuals will remain a sole function by the County.

2.05. Those County employees providing emergency medical services to the Township will utilize a county vehicle for travel and for responding to and providing emergency medical services to the Township. The County vehicle will at all times be covered under appropriate insurance by the County.

2.06. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, the County is an independent contractor with the sole right to supervise, manage, control and direct the provisions of the BMS. Further, the Township shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the Parties.

3. RESPONSIBILITIES OF THE TOWNSHIP

3.01. All base costs for the provision of the aforesaid emergency medical services shall be billed directly to the patient, or his/her insurance carrier who receives said services. The Township shall not furnish any payments directly to the County for the provisions of these emergency medical services.

3.02. When requested and necessary for the provision of emergency medical services, the Township will provide to the County reasonable access to all documents, reports, inspections, audits, past files, and the like so the County may conduct the duties and responsibilities contained herein effectively and efficiently.

4. COSTS AND BILLING

4.01. It is accepted and understood that the Parties have not determined a budget or estimated cost for the services associated with this Agreement, and that the Parties may eventually formulate an estimated cost for the services provided. At such time, the Parties may delineate a division of costs as appropriate.

4.02. To the extent that services rendered by the County may result in third-party billing, the billing shall be done by the County or the County's agent, and no part of the revenues from such billing shall be paid to the Township.

5. INSURANCE

5.01. At all times during the term of this Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services as the County shall determine to be reasonably required. The County shall be obligated to pay for the costs of all such insurance. All such insurance policies shall name the County as the named insured and the Township as an additional insured.

6. GENERAL TERMS

6.01. **Formal Approvals.** This Agreement shall take effect upon the adoption of appropriate resolutions by the County and the Township and the execution of this Agreement.

6.02. **Term.** The term of this Agreement shall commence on April 1, 2024, and be in effect for five (5) calendar years effective through March 31, 2029, in accordance with N.J.S.A. 40A:11-15(21), unless this Agreement is terminated earlier as provided hereinafter.

6.03. **Termination.** Either party may terminate this Agreement at any time upon giving one hundred eighty (180) days written notice to the other party unless the Parties mutually agree to a shorter time period. At said time, the Parties shall determine the responsibilities of each party.

6.04. **Indemnification.** To the extent permitted by law, the County of Monmouth and COLTS NECK TOWNSHIP, shall indemnify, save, defend, and hold harmless each other, the Monmouth County Board of Commissioners, officers, successors, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description (including attorney's fees) and from any and all deaths, losses or damages to which the County of Monmouth and the Township or any of its officials, officers, agents, employees, contractors or servants may be put by reason of injury to person or property resulting from the sole negligence of the County or the Township or any of its officials, officers, agents, employees, contractors or servants arising out of the performance of the County's or the Township's responsibilities under this Agreement or through any negligent act or omission on the part of the County or the Township or any of its officials, officers, successors, agents, employees, contractors and servants to the extent permitted pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

6.05. **Required Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

6.06. **Compliance with Laws and Regulations.** The Parties agree that they each will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to their performance of the work described in this Agreement.

6.07. **Waiver.** No term or provision of the Agreement shall be deemed waived, and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

6.08. **Dispute Resolution.** (a) In the event of any dispute under this Agreement, the Parties shall designate a mediator to assist the parties in resolving the dispute. In the event that the Parties cannot agree upon a mediator, the Parties shall request that the Assignment Judge of the

Superior Court of New Jersey, Monmouth County Vicinage, designate such a mediator. The costs of the mediator shall be shared equally by the Parties.

6.09. **Entire Agreement.** This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties. The requirements for such a writing shall apply to any waiver of the requirement or a written modification pursuant to this Section and this is an essential term of this Agreement.

6.10. **Assignment.** Neither party shall assign this Agreement without prior written consent of the other party hereto.

6.11. **Non-Liability of Individuals.** No Commissioner, official, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, or amendment to this Agreement or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution or otherwise.

6.12. **Construction and Application of Terms.**

6.12.1. **Headings.** The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

6.12.2. **Severability.** If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

6.12.3. **No Presumptions Against Drafting Party.** The Parties agree that any presumption or rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Appendices, Exhibits or Schedules hereto.

6.12.4. **Third-Party Beneficiaries.** This Agreement does not and shall not be construed to itself confer any rights whatsoever upon any person whatsoever, except the Parties, whether upon a theory of third-party beneficiary or otherwise.

6.12.5. **Relationship of the Parties.** Notwithstanding any other term or provision hereof, this Agreement does not confer upon either party the status of agent or representative of the other for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.

6.13. **Notices.** All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g. Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

(a) Notices to the County shall be given to:

Monmouth County Office of Shared Services
Hall of Records Annex
Freehold, NJ 07728

With a copy of the notice sent to:
Monmouth County Sheriff's Office
2500 Kozloski Road
Freehold, NJ 07728

Notices to the Township shall be given to:
Colts Neck Township
124 Cedar Drive, Colts Neck, New Jersey 07722

6.14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same. Facsimiles of this Agreement including facsimile signatures shall be deemed the same as the original for all purposes.

6.15. **Governing Law/Jurisdiction.** This Agreement shall be governed under the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:9-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, Monmouth County Vicinage and consent to same.

6.16. **Recitals.** The recitals at the beginning of this Agreement are incorporated as if completely restated herein.

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

ATTEST:



Teri O'Connor
Monmouth County Administrator

Approved as to Form

ANDREW SOBEL, ESQ.
County Counsel

ATTEST:



Trina Lindsey
Township Clerk

Approved as to Form



Meghan Bennett, ESQ.
Township Counsel

COUNTY OF MONMOUTH



By: Thomas A. Amone, Director
Monmouth County Board of County Commissioners

COLTS NECK TOWNSHIP



By: Tara Torchia Buss
Mayor

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF MONMOUTH, NEW JERSEY

and

OCEAN TOWNSHIP FIRE DISTRICT #1

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



Prepared by: Sobel Han, LLP
 Andrew B. Sobel, Esq.
 Counsel to Monmouth County

**SHARED SERVICES AGREEMENT FOR MEDICAL SERVICES BETWEEN THE
COUNTY OF MONMOUTH AND OCEAN TOWNSHIP FIRE DISTRICT #1**

THIS SHARED SERVICES AGREEMENT is made and entered into as of this 26th day of August, 2024 (hereinafter referred to as the "Agreement") between the **COUNTY OF MONMOUTH**, a public body and politic of the State of New Jersey (hereinafter referred to as the "County"), located at the Monmouth County Office of Shared Services, Hall of Records Annex, First Floor, One East Main Street, Freehold, New Jersey 07728, **AND OCEAN TOWNSHIP FIRE DISTRICT #1**, a municipal corporation of the State of New Jersey (hereinafter referred to as the "District"), having its principal office at 72 Larkin Place, Oakhurst, New Jersey 07755, collectively referred hereinafter as the "Parties".

WITNESSETH:

WHEREAS, the District has requested the County to furnish emergency medical services (hereinafter referred to as "EMS") and equipment to the DISTRICT or the immediate vicinity and the County has the ability to provide said services and equipment; and

WHEREAS, the County agrees to provide emergency services and its equipment to the Oakhurst section of the DISTRICT; and

WHEREAS, the County will work in conjunction with and have the full cooperation of the DISTRICT's first responders and any private EMS providers, including but not limited to, the DISTRICT's Police and Fire Departments, and its First Aid Squad; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the County and the DISTRICT to do all acts and things which are necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, the Parties hereby desire to enter into this Agreement and set forth their rights and responsibilities for the provision of emergency medical services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the Parties, the Parties do hereby mutually covenant and agree as follows:

1. SERVICES CONTEMPLATED

The County's services will therefore include, but not necessarily be limited to, the following:

- (a) 24 hours, 7 days a week basis, of basic life support emergency medical services.

- (b) The basic life support emergency medical services to be provided shall be as defined in N.J.A.C. 8:40 et seq. and N.J.A.C. 8:40A et seq.
- (c) Services shall include both responding to calls for emergency medical assistance and providing medical transportation services. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by the County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
- (d) The County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24-hours, 7 days a week basis.
- (e) If personnel and equipment are available, the County shall provide standby emergency medical services at DISTRICT events and activities within the DISTRICT upon fourteen (14) days written notice of such request to the County by the DISTRICT at no additional cost. For purposes of this paragraph only, notice shall be provided to the County Director of Emergency Medical Services.

2. RESPONSIBILITIES OF THE COUNTY

2.01. During the term of this Agreement, the County will be designated the first due agency for responding to and providing all emergency medical services and equipment for the DISTRICT 24 hours 7 days a week commencing on February 5, 2024.

2.02. The County will provide properly licensed personnel to carry out the necessary emergency medical services needed by the DISTRICT.

2.03. All of the services mentioned under this Agreement will be provided in accordance with N.J.A.C. 8:40 et seq. and N.J.A.C. 8:40A et seq.

2.04. Those individuals providing emergency medical services on behalf of the County to the DISTRICT will at all times remain County employees and under no circumstances will these individuals be considered DISTRICT employees. Any and all personnel matters related to said individuals will remain a sole function by the County.

2.05. Those County employees providing emergency medical services to the DISTRICT will utilize a county vehicle for travel and for responding to and providing emergency medical services to the DISTRICT. The County vehicle will at all times be covered under appropriate insurance by the County.

2.06. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, the County is an independent contractor with the sole right to supervise, manage, control and direct the provisions of the EMS. Further, the DISTRICT shall look to the County for performance only and shall have no right at any time to direct or supervise

the County, its agents, officers, directors, employees, or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the Parties.

3. RESPONSIBILITIES OF THE DISTRICT

3.01. All base costs for the provision of the aforesaid emergency medical services shall be billed directly to the patient, or his/her insurance carrier who receives said services. The DISTRICT shall not furnish any payments directly to the County for the provisions of these emergency medical services.

3.02. When requested and necessary for the provision of emergency medical services, the DISTRICT will provide to the County reasonable access to all documents, reports, inspections, audits, past files, and the like so the County may conduct the duties and responsibilities contained herein effectively and efficiently.

4. COSTS AND BILLING

4.01. It is accepted and understood that the Parties have not determined a budget or estimated cost for the services associated with this Agreement, and that the Parties may eventually formulate an estimated cost for the services provided. At such time, the Parties may delineate a division of costs as appropriate. The Parties are defined by the County and the Township of Ocean.

4.02. To the extent that services rendered by the County may result in third-party billing, the billing shall be done by the County or the County's agent, and no part of the revenues from such billing shall be paid to the DISTRICT.

5. INSURANCE

5.01. At all times during the term of this Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services as the County shall determine to be reasonably required. The County shall be obligated to pay for the costs of all such insurance. All such insurance policies shall name the County as the named insured and the DISTRICT as an additional insured.

6. GENERAL TERMS

6.01. **Formal Approvals.** This Agreement shall take effect upon the adoption of appropriate resolutions by the County and the DISTRICT and the execution of this Agreement.

6.02. **Term.** The term of this Agreement shall commence on February 5, 2024 and be in effect for five (5) calendar years effective through February 5, 2029 in accordance with N.J.S.A. 40A:11-15(21), unless this Agreement is terminated earlier as provided hereinafter.

6.03. **Termination.** Either party may terminate this Agreement at any time upon giving one hundred eighty (180) days written notice to the other party unless the Parties mutually agree to a shorter time period. At said time, the Parties shall determine the responsibilities of each party.

6.04. **Indemnification.** To the extent permitted by law, the County of Monmouth and the Ocean Township Fire District #1, shall indemnify, save, defend, and hold harmless each other, the Monmouth County Board of Commissioners, officers, successors, agents, employees, contractors, and servants and each and every one of them, against and from all suits, claims, and costs of every kind and description (including attorney's fees) and from any and all deaths, losses or damages to which the County of Monmouth and the DISTRICT or any of its officials, officers, agents, employees, contractors or servants may be put by reason of injury to person or property resulting from the sole negligence of the County or the DISTRICT or any of its officials, officers, agents, employees, contractors or servants arising out of the performance of the County's or the DISTRICT's responsibilities under this Agreement or through any negligent act or omission on the part of the County or the DISTRICT or any of its officials, officers, successors, agents, employees, contractors and servants to the extent permitted pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

6.05. **Required Filing.** A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

6.06. **Compliance with Laws and Regulations.** The Parties agree that they each will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to their performance of the work described in this Agreement.

6.07. **Waiver.** No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

6.08. **Dispute Resolution.** (a) In the event of any dispute under this Agreement, the Parties shall designate a mediator to assist the parties in resolving the dispute. In the event that the Parties cannot agree upon a mediator, the Parties shall request that the Assignment Judge of the Superior Court of New Jersey, Monmouth County Vicinage, designate such a mediator. The costs of the mediator shall be shared equally by the Parties.

6.09. **Entire Agreement.** This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties. The requirements for such a writing shall apply

to any waiver of the requirement or a written modification pursuant to this Section and this is an essential term of this Agreement.

6.10. **Assignment.** Neither party shall assign this Agreement without prior written consent of the other party hereto.

6.11. **Non-Liability of Individuals.** No Commissioner, official, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, or amendment to this Agreement or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution or otherwise.

6.12. **Construction and Application of Terms.**

6.12.1. **Headings.** The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

6.12.2. **Severability.** If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

6.12.3. **No Presumptions Against Drafting Party.** The Parties agree that any presumption or rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Appendices, Exhibits or Schedules hereto.

6.12.4. **Third-Party Beneficiaries.** This Agreement does not and shall not be construed to itself confer any rights whatsoever upon any person whatsoever, except the Parties, whether upon a theory of third-party beneficiary or otherwise.

6.12.5. **Relationship of the Parties.** Notwithstanding any other term or provision hereof, this Agreement does not confer upon either party the status of agent or representative of the other for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.

6.13. **Notices.** All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g. Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

(a) Notices to the County shall be given to:

ADDRESS

With a copy of the notice sent to:

ADDRESS

(b) Notices to the DISTRICT shall be given to:

ADDRESS

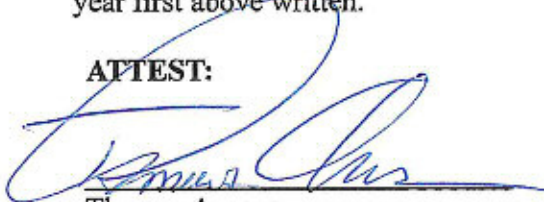
6.14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same. Facsimiles of this Agreement including facsimile signatures shall be deemed the same as the original for all purposes.

6.15. **Governing Law/Jurisdiction.** This Agreement shall be governed under the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:9-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, Monmouth County Vicinage and consent to same.

6.16. **Recitals.** The recitals at the beginning of this Agreement are incorporated as if completely restated herein.

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

ATTEST:



Thomas Arnone
Monmouth County Board of Commissioners

COUNTY OF MONMOUTH

By: 

Teri O'Connor
County Administrator

Approved as to Form

ANDREW SOBEL, ESQ.
County Counsel

THE OCEAN TOWNSHIP FIRE
DISTRICT #1

Danica Viers

NAME

DISTRICT Clerk

Approved as to Form

Ann M. Seiden

, ESQ.

DISTRICT Counsel

By: *Craig Flanagan Jr.*
Craig Flanagan
District Administrator

[Signature]
Board President

RESOLUTION AUTHORIZING THE BOROUGH TO JOIN WITH THE MONMOUTH COUNTY SHERIFF'S OFFICE TO MAKE AN APPLICATION FOR LEAP IMPLEMENTATION GRANT

WHEREAS, the State of New Jersey has appropriated \$7.5 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development, and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

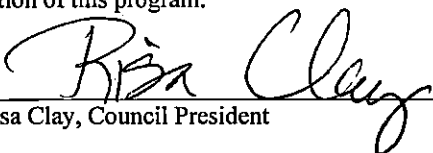
WHEREAS, LEAP Implementation Grants exist to support costs associated with shared and regional service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the Monmouth County Sheriff's Office and the Borough of Tinton Falls propose to implement an Emergency Medical Services program, but face certain expenses associated with such implementation that present a burden to the Borough; and

WHEREAS, the purpose of this grant application is to assist in the costs associated with the Emergency Medical Services program, which will benefit the residents of the Borough; and

WHEREAS, the Monmouth County Sheriff's Office has agreed to be the lead agency in the Emergency Medical Services program and will submit the application to DLGS on behalf of the Borough of Tinton Falls.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Tinton Falls that the Borough does hereby join with the Monmouth County Sheriff's Office in applying for a LEAP Implementation Grant in the amount of \$400,000.00 to support implementation of this program.


Risa Clay, Council President

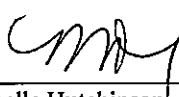
BOROUGH OF TINTON FALLS COUNCIL

Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Ms. Buckley			X			
Dr. Dobrin	X		X			
Mr. Manginelli		X	X			
Mr. Nesci			X			
Mrs. Clay			X			

CERTIFICATION

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held April 16, 2024.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 16th day of April 2024.


Michelle Hutchinson
Borough Clerk

