

**AGREEMENT FOR THE PROVISION OF EMERGENCY MEDICAL AND RESCUE
RESPONDER SERVICES
BETWEEN TABERNACLE TOWNSHIP AND
TABERNACLE RESCUE SQUAD INC.**

THIS AGREEMENT is dated this ____ day of _____, 2019 (“Effective Date”) by and between the TOWNSHIP of Tabernacle, a municipal entity of the State of New Jersey (hereinafter designated as the “TOWNSHIP”) and the Tabernacle Rescue SQUAD Inc. (hereinafter designated as the “SQUAD”).

WHEREAS, the TOWNSHIP is a municipal corporation of the State of New Jersey with offices located at 163 Carranza Road, Tabernacle, NJ 08088; and

WHEREAS, the SQUAD is a duly constituted private nonprofit corporation of the State of New Jersey organized pursuant to the provisions of N.J.S.A. 15A:1-1 et. Seq. for the purpose of providing emergency medical and rescue response services to the citizens located within the TOWNSHIP; and

WHEREAS, the parties hereto desire to enter into an agreement to define the rights, duties and responsibilities of each regarding the provision of emergency medical and rescue response services to the residents of Tabernacle TOWNSHIP.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties represent and agree as follows:

1. **TERM:** This agreement shall be in full force and effect commencing on the Effective Date and will continue with the same terms and conditions unless and until termination upon not less than ninety (90) days written notice by either party.
2. **CONSIDERATION:** In consideration of the SQUAD’s promise and agreement to furnish emergency medical and rescue services pursuant to this agreement and in view of other valuable consideration received by the SQUAD, the TOWNSHIP agrees to pay to the SQUAD \$1.00 annually for the services provided under this Agreement for the term(s) hereof.
3. **BUILDING USE:** Any use of the Tabernacle TOWNSHIP Emergency Services Building will be pursuant to the Facilities Use Agreement in effect between the

parties as modified from time to time in the sole discretion of the TOWNSHIP with the consent of the SQUAD.

4. **EMERGENCY MEDICAL SERVICE DUTIES:** The SQUAD covenants and agrees to provide emergency medical response services to all persons within the TOWNSHIP and to provide said services twenty-four (24) hours per day, every day of the year. Said services will be provided in accordance with all applicable rules, regulations, standards and laws of the State of New Jersey and any administrative agency having necessary and proper jurisdiction to promulgate and adopt rules and regulations applicable to the provision of such services and other applicable activities. The TOWNSHIP will not take any action to direct members of the SQUAD at any emergency scene.
5. **RESCUE SERVICE DUTIES:** The SQUAD covenants and agrees to provide emergency rescue response services to all persons within the TOWNSHIP and to provide said services twenty-four (24) hours per day, every day. The SQUAD will serve as the lead agency for rescue services in Tabernacle Township. The Squad will work in cooperation with the Tabernacle Fire Company #1 as a Task Force. The Squad will be responsible for the training of all members of the Squad and fire company jointly to promote teamwork while working together at emergency scenes. The training will be provided at no cost to the Township. Said services will be provided in accordance with all applicable rules, regulations, standards and laws of the State of New Jersey and any administrative agency having necessary and proper jurisdiction to promulgate and adopt rules and regulations applicable to the provision of such services and other applicable activities. The TOWNSHIP will not take any action to direct members of the Task Force at any emergency scene.
6. **REPORTS:** The SQUAD Chief and the SQUAD President or their duly appointed representatives will appear quarterly before the TOWNSHIP Committee at its regular monthly workshop meetings in April, July, October and January to provide reports concerning the operations of the SQUAD along with a written summary of same. Such reports will include but not be limited to detailing the following:

- Number of emergency response calls
- Types of emergency response calls
- Total Volunteer Hours of service performed
- Number of Mutual Aid calls provided and received
- Response times
- Number of patients served and destinations
- Listing of Standby service provided
- Listing of special events covered, conducted and/or having provided participation

In addition, the SQUAD Chief or the Chief's designee shall meet at least quarterly or as needed as determined by the TOWNSHIP with the TOWNSHIP Administrator and/or Public Safety Director and the Fire Chief or the Fire Chief's designee and, when needed, the TOWNSHIP Emergency Management Coordinator in furtherance of the coordination of the delivery of emergency services and the coordination of emergency preparedness.

7. **TERRITORY:** The SQUAD will provide service within the TOWNSHIP and in such other areas or territories as may be contracted for by the TOWNSHIP pursuant to any mutual aid agreements which are approved by the TOWNSHIP and the SQUAD.

Copies of all such contracts or agreements shall be furnished to the SQUAD for the purposes hereof.

8. **EQUIPMENT:** The SQUAD shall operate and utilize any and all equipment and apparatus in its possession for civic purposes and emergency medical and rescue response services in accordance with any rules or regulations that may be adopted from time to time by the TOWNSHIP. The SQUAD will maintain and operate the vehicles and equipment in its possession in a safe manner and will take all necessary steps to ensure the proper training of members and such safe operation and use. All vehicles operated by the SQUAD will be prominently and similarly marked and identified as Squad emergency service vehicles.

9. **MAINTENANCE AND REPAIR:** The SQUAD shall be responsible for the payment of all costs for the proper maintenance and repair of all emergency medical and rescue response services equipment and apparatus used by the SQUAD.
10. **INSURANCE:** The TOWNSHIP shall provide the SQUAD with such insurance as may be legally required including but not limited to auto liability, worker's compensation and accident & health insurance, public liability insurance insuring the SQUAD against liability or claims arising out of, occasioned by or resulting from any accident in or about the buildings and premises utilized by the SQUAD and any accident, personal injury or damage to property arising out of any authorized use and/or the performance of emergency medical and rescue response services. The limits of said policies shall be in amounts deemed appropriate by the TOWNSHIP, the Joint Insurance Fund, and the New Jersey Department of Health. The SQUAD shall reimburse the TOWNSHIP for all of the costs associated with the provision of said insurances.
11. **FUEL:** The SQUAD shall be responsible for and pay for all fuel consumed in the operation of all emergency service vehicles while performing emergency medical and rescue response services.
12. **ANNUAL ACCOUNTING:** The SQUAD shall annually submit an independently audited financial report to the TOWNSHIP Clerk setting out and describing their financial condition to the satisfaction of the TOWNSHIP Committee no later than August 15 each year. The accounting shall report on the prior year's fiscal activity which ended on December 31 of the prior year.
13. **MEDICAL BILLING:** The SQUAD will bill the TOWNSHIP resident's third-party payor in the normal course, for basic life support and emergency ambulance services received by Tabernacle residents. The TOWNSHIP will pay the SQUAD in a lump sum annually for all uncollected, deductible and out of pocket copayments owed to the Squad for basic life support emergency ambulance services received by Tabernacle residents. This contribution has been recognized as being acceptable under applicable federal law by the Office of Inspector

General, U.S. Department of Health and Human Services (“OIG”) pursuant to OIG Advisory Opinion 14-09 for Township residents. Such payments shall be made by the end of January following the end of each calendar year in which services were rendered.

14. **EMERGENCY OPERATIONS PLAN:** The SQUAD will provide the TOWNSHIP Emergency Management Coordinator with a current copy of its Standard Operating Guidelines for inclusion in the TOWNSHIP Emergency Operation Plan and will provide updated Standard Operating Guidelines for inclusion in the plan from time to time as such are modified in the future.
15. **SAVINGS CLAUSE:** The terms and provisions of this agreement are subject to such limitations as may be imposed upon either of the parties by statute. Should any provision of this agreement be ruled invalid by a court of competent jurisdiction, such ruling shall not affect the remaining provisions of this agreement.
16. **ARBITRATION:** Should the parties not be able to reasonably settle a dispute arising out of or relating to this agreement same shall be settled by binding arbitration in Burlington County, New Jersey in accordance with the rules of the American Arbitration Association.
17. **MEMBERSHIP:** The SQUAD must cause criminal background checks to be performed by the New Jersey State Police on all prospective members before prospective members provide service to the community by being admitted to membership in the SQUAD. If such background checks reveal that a prospective member has a criminal record then such prospective member shall only be approved for membership by the SQUAD with the consent of the TOWNSHIP Committee. In addition, the Squad will verify that no prospective or current members are included within the List of Excluded Individuals and Entities published by the OIG (the “OIG Exclusion List”). Any individual whose name appears on the OIG Exclusion List will not be allowed to participate as a member of the Squad.

The TOWNSHIP must be notified of any disciplinary action taken against any SQUAD member as a result of any criminal proceedings.

The SQUAD shall annually provide the TOWNSHIP with updated rosters detailing the names and titles for each SQUAD member. In addition, the SQUAD shall notify the TOWNSHIP Committee and/or any Public Safety Director, as may be appointed from time to time, and OEM when changes to the membership roster occur.

18. **ADDITIONAL PROVISIONS:**

Nothing herein shall be construed to increase any liability on the part of the SQUAD to the public for errors or omissions in the performance or non-performance of its duties hereunder or pursuant to any other requirement.

The TOWNSHIP shall reimburse members of the SQUAD for the reasonable value associated with any damage to or loss of personal property or the reasonable insurance deductible associated with any damaged or lost property which is insured when such damage or loss is a result of the performance of duty subject to reasonable proof of the value of such losses. Such losses will be reimbursed on the condition that such members have not been reckless in the performance of their duty and on the condition that they have complied with all laws, regulations and policies in the performance of their duty.

This agreement is the entire agreement between the parties and can only be amended by written agreement between the parties.

In witness thereof, the parties hereto have set their hand and seals or caused their corporate presents to be fixed the day and year first shown above.

Dated:
Joseph Barton, Mayor TOWNSHIP of Tabernacle

Dated:
Jamie Wood, President Tabernacle Rescue SQUAD

2019 FACILITY USE / LICENSE AGREEMENT
BY AND BETWEEN TABERNACLE TOWNSHIP AND
TABERNACLE RESCUE SQUAD, INC.

This Use Agreement and License is entered into effective January 22, 2019 (“Effective Date”) by and between the TOWNSHIP OF TABERNACLE, of Burlington County, New Jersey (hereinafter referred to as the “TOWNSHIP”), and the TABERNACLE RESCUE SQUAD, INC., a non-profit Corporation of the State of New Jersey (hereinafter referred to as the “Squad”) acting by and through their duly authorized representatives.

For and in consideration of the mutual undertakings hereinafter set forth, the parties agree as follows:

I. License Agreement. The Squad acknowledges that the Township has granted the Squad, and the Squad has accepted a revocable license (this “License Agreement”) to occupy the Premises as described herein subject to the terms and conditions of this License Agreement. This license is provided in connection with the contract for emergency medical services by and between the Squad and the Township as it may exist from time to time. The continued use hereunder is contingent upon the existence of an emergency medical services agreement between the parties. This agreement will terminate simultaneously with the termination of any agreement for the provision of emergency medical services by and between the parties.

The Squad understands that for any reason or for no reason, including but not limited to the Squad’s violation of any of the terms of this License Agreement or violation of the Terms, Provisions, Conditions, Rules and Regulations as adopted from time to time by the Township or if the Squad’s occupancy or use of the Premises violates any laws, rules, or regulations, or for any other reason, the Township may terminate this agreement and send the Squad a *Ninety (90) day* written notice (a “Revocation Notice”) thereby revoking this License Agreement and any and all rights granted to the Squad hereunder, including without limitation, any right to use and/or occupy the Premises and upon the expiration of such *Ninety (90) day* period, this License Agreement shall be revoked and any and all rights granted to the Squad hereunder shall expire.

If the Township at any time sends a Revocation Notice, such Revocation Notice shall be sent to the Squad at PO Box 2023 Tabernacle NJ 08088 and the Township’s service of such Revocation Notice may be made, at the Township’s option, by certified mail or by any other

method. In the event the Township sends a Revocation Notice by certified mail or otherwise, the Squad acknowledges that such notice shall be effective Ninety (90) days after mailing.

In the event that the Township elects to serve the Ninety (90) day notice as aforesaid, the Squad agrees that upon the expiration of the Ninety (90) day period, this License and all rights of the Squad pursuant to the License Agreement and/or by virtue of any law, statute, ordinance, rule or regulation, shall have expired, ceased, and come to an end as if the date contained in such notice were the date contained herein as the termination date of this License Agreement and the Squad agrees to promptly vacate the Premises.

The Squad agrees to indemnify and hold the Township harmless from all liability, costs, and damages (including attorney's fees incurred by the Township) arising from the Squad's failure to promptly vacate the Premises as required hereunder upon the Township's election to terminate this License Agreement and revoke the license hereunder as aforesaid. The Squad shall, upon demand, at any time or times (after notice as aforesaid is rendered by the Township) execute, acknowledge, and deliver to the Township, without expense to the Township, any and all instruments that may be necessary and proper to evidence the surrender of the Premises to the Township and/or recovery of exclusive possession of the Premises by the Township.

II. Description of Premises. The Township agrees to permit the shared use of its facilities known as Block 404, Lot 16.11, on the municipal tax map, and commonly referred to as the Tabernacle Emergency Services Building located at 134 New Road, Tabernacle, NJ, hereinafter called the "Premises", for an unspecified term.

III. Use of Premises. The Squad shall have shared use of the Premises for providing the Township with necessary emergency medical, ambulance and rescue services 24 hours a day, seven (7) days a week, consistent with reasonable emergency medical service practices and procedures under the direction of the Chief of the Tabernacle Rescue Squad, Inc. and in coordination with the Township Administrator or Public Safety Director and the Tabernacle Office of Emergency Management consistent with the Squad's agreement for the provision of emergency medical and rescue services with the Township of Tabernacle.

The Township Committee in coordination with the Township Administrator or Public Safety Director shall always determine how to dedicate and distribute use of the space in the Premises among the township users of the building while accommodating the delivery of services by the Squad under any agreement for the provision of emergency medical services as may exist

from time to time between the parties. The Squad will not have exclusive possession of any area included within the Premises or outside of the Premises. Without limiting the foregoing, the Squad agrees specifically to accommodate the placement of at least one fire apparatus in the Premises. At a minimum the Squad will enjoy use of at least six (6) of the eight (8) garage bays, the training area supply room, the engineer room, the supply room and two (2) offices. The Squad will also enjoy use of the file room and be permitted to secure the file room in accordance with HIPPA regulations.

The Squad will coordinate its activities and occupancy with any and all other Township officials, volunteers and employees who are provided shared occupancy for public purposes as deemed appropriate by the Township. Without limiting same, the Squad's occupancy will be in conjunction with the use of the building by the Township Office of Emergency Management, the Pinelands Regional CERT, any subordinate substation uses by fire company personnel authorized to occupy the premises and any other persons so designated by the Township. The Township Administrator or Public Safety Director shall determine who has and maintains keyed access to the Premises.

The Squad shall not engage in any business on the Premises or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances.

All activities conducted on the Premises and use made thereof shall be so conducted as not to constitute a nuisance or annoy adjoining property owners.

The Township reserves and maintains sole and exclusive possession of the premises subject to this License Agreement. The Township reserves their right to exclude any individual or group from the Premises based on conduct, which it determines in its sole discretion, to be objectionable or contrary to the Township's interests. The Squad hereby consents to the exercise of such authority by the municipality over its officials, officers, agents, members and guests.

The Township may establish and publish rules and regulations and amend same from time to time for the use of the premises and facilities designed to protect the premises and facilities from damage or abuse, to assure the maintenance of order and to protect the safety and welfare, as well as, the health of persons using such facilities. The Squad agrees to be bound by the Rules and Regulations established by the Township with respect to the use and occupancy of the Premises, as same may hereafter be amended, all of which are deemed to be incorporated herein

and made a part hereof. No alcoholic beverages are permitted on the premises. No tobacco use shall be permitted on the premises.

The Squad understands and agrees that it may not cause, maintain, or permit conditions in the Premises which do not meet reasonable standards of cleanliness and order and/or which inhibit the Township from utilizing the Premises for its purposes and/or which require the Township to cure the conditions by incurring additional expenses and/or which cause damage to the Premises, furnishings or fixtures.

The Township hereby designates and authorizes the Township Administrator and/or Public Safety Director as its agent for the purpose of exercising the Township's rights and obligations under this agreement.

IV. Occupancy Fee. The Squad will pay an annual occupancy fee in the amount of \$1.00.

V. Maintenance and Utilities. The Squad shall be responsible for and pay for any and all costs associated with cleaning the premises, repairs to or replacement of kitchen appliances, vending machines, washing machines, ice machines and/or air compressors.

The Squad shall be responsible for any and all costs associated with overhead door maintenance and landscaping maintenance. The Squad shall keep the grounds in a landscaped and maintained condition to the satisfaction of the Township.

The Township will be responsible for and shall pay for all routine non-structural building maintenance and repair costs associated with all regular maintenance of the Premises.

The Township shall be responsible for and pay any and all costs associated with maintenance of the emergency stand-by generator, maintenance and upkeep of the heating and air conditioning systems, trash service to the premises, regular mowing of the training and exercise yard and any and all major building and/or roof repairs.

The Township and the Squad will share equally all costs associated with phone system repairs and copier repairs.

The Squad shall pay for the costs attributed to its phone lines and the Township will pay for the costs associated with the Township phone lines servicing the building.

The Squad shall be responsible for and pay for electric and internet service to the premises.

The Squad shall be responsible for and pay for natural gas service to the premises.

The Township shall be responsible for and pay for all other utilities not specifically mentioned herein.

Any and all costs associated with the operation and maintenance of the vehicle wash bay located at the premises will be divided equally between the Township, the Squad and the Tabernacle Fire Company No. 1. Any future use of the vehicle wash bay by others will be billed at the discretion of the Township.

VI. Assignment of License. The Squad shall not assign its rights under this license agreement nor shall it license the premises or any portion thereof to any third party.

VII. Non-discrimination. During the occupancy and performance of its respective duties and responsibilities as related to this License Agreement, the Squad shall not discriminate on the basis of race, creed, color, age, national origin, religion, sex or disability in accordance with current State or Federal laws.

VIII. Indemnification/Insurance. The Squad understands that the Township's insurance does not protect the Squad's personal property, whether located on the Premises or elsewhere in the Building, due to loss or damage from fire, water, theft, or other causes.

The Township will obtain and maintain insurance, at its sole cost and expense, protecting the building against loss due to fire or another casualty.

IX. Use by the Township. The Township reserves the right to utilize the entirety of the premises on reasonable notice to the Squad for any reason. No portion of the Premises is exclusively reserved to the Squad with the exception the office space, as specified from time to time and the file room occupied by the SQUAD in accordance with paragraph III hereof.

X. Arbitration. Should the parties not be able to reasonably settle a dispute arising out of or relating to this agreement same shall be settled by binding arbitration in Burlington County, New Jersey in accordance with the rules of the American Arbitration Association.

XI. Independent Agent. Nothing contained herein shall be deemed or construed by the parties hereto or by any third-party as creating the relationship of principal and agent, partners, joint venture or other similar such relationship between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto create a relationship other than the relationship of licensor and licensee.

XII. Amendments, Governing Law and Venue. Amendments and alterations to this Agreement shall be in writing. This Agreement shall be governed by the laws of the State of New Jersey and the parties agree that this Agreement is performed in Burlington County, New Jersey.

XIII. Severability. If any provision of this Agreement shall fail or be stricken for any reason whatsoever, the remainder of this Agreement shall remain in full force and effect.

This Agreement is made and entered into on the _____ day of _____
2019.

TABERNACLE RESCUE SQUAD, INC.

TABERNACLE TOWNSHIP

By: _____
Jamie Wood, President

By: _____
Joseph Barton, Mayor