

TOWNSHIP OF LUMBERTON

RESOLUTION NO. 2023 - 058

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN TOWNSHIP OF LUMBERTON AND THE LUMBERTON EMERGENCY SQUAD REGARDING EMERGENCY MEDICAL SERVICES

WHEREAS, the Township of Lumberton ("Lumberton") seeks to continue providing emergency medical services to the citizens, taxpayers, residents, and visitors of Lumberton in a fast and efficient manner; and

WHEREAS, such emergency medical services have been provided by the Lumberton Emergency Squad, Inc. ("LES") for over 40 years with financial support from public fund drives and contributions from Lumberton; and

WHEREAS, Lumberton has incorporated the provisions of emergency medical services into the Lumberton Municipal Code to express the continued the desire to provide such emergency medical services to the citizens and visitors of Lumberton; and

WHEREAS, the existing agreement between Lumberton and LES for emergency medical services is set to expire; and

WHEREAS, representatives of Lumberton and LES met to negotiate a new agreement for LES to provide emergency medical services to Lumberton and to continue the existing relationship between them for the provisions of such emergency services; and

WHEREAS, the Township of Lumberton evidences its desire to enter into such Agreement for emergency medical services to be provided by LES through passage of this resolution; and

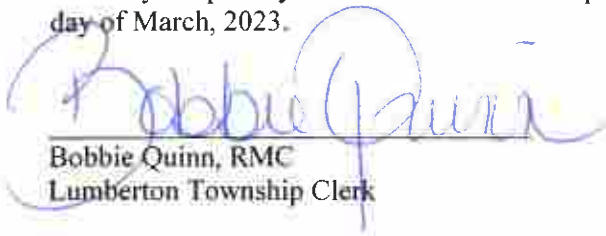
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Lumberton, County of Burlington, State of New Jersey that the Mayor and Township Clerk Bobbie Quinn be and are hereby authorized and directed to execute the attached Agreement to Provide Emergency Medical Services between the Township of Lumberton and Lumberton Emergency Squad, Inc.

Adopted: March 2, 2023

COMMITTEE MEMBER	MOTION	2 nd	YES	ABSTAIN	NO	ABSENT
L. Faye			X			
K. Hatfield		X	X			
R. Rodriguez			X			
G. LaPlaca	X		X			
T. Benson			X			

CERTIFICATION

I, Bobbie Quinn, RMC, Lumberton Township Clerk, hereby certify that the foregoing Resolution was duly adopted by the Lumberton Township Committee at its Regular Business Meeting held on the 2nd day of March, 2023.



Bobbie Quinn, RMC
Lumberton Township Clerk

FIRST AMENDMENT TO THE EMERGENCY SERVICES BUILDING AGREEMENT BETWEEN LUMBERTON TOWNSHIP AND LUMBERTON EMERGENCY SQUAD, INC.

THIS FIRST AMENDMENT ("First Amendment") to the Emergency Services Building Agreement between Lumberton Township ("Township") and Lumberton Emergency Squad, Inc. ("LES") is made on this 2nd day of March 2023.

BACKGROUND STATEMENT

WHEREAS, on December 19, 2019, the Lumberton Township Committee passed resolution 2019-203 approving entering into agreements for use of the Emergency Services Building by LES and the Lumberton Fire Department; and

WHEREAS, on December 19, 2019, the Township and LES entered into an Agreement for use of the Emergency Services Building; and

WHEREAS, pursuant to paragraph 17 of the Emergency Services Building Agreement, the Township and LES are permitted to amend the Emergency Services Building Agreement upon written consent of both Parties; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Township and LES agree as follows:

1. Recitals.

The foregoing recitals are true and correct and incorporated into the body of this First Amendment by reference, as though set forth fully at length herein. Any capitalized term not otherwise defined herein shall have the meaning given to such term in the Emergency Services Building Agreement.

2. Paragraph 2 of the Emergency Services Building Agreement is hereby amended as follows:

This Agreement for the Premises shall be for three years and expire on February 28, 2026. Furthermore, if 90 days in advance of February 28, 2026, or any subsequent anniversary date, neither party has provided written notice of its intent to re-

negotiate this Agreement or terminate this Agreement, the Agreement shall renew for a one-year term, expiring on February 28, 2027.

3. Paragraph 5 of the Emergency Services Building Agreement is hereby amended as follows:

For calendar year's 2023 through 2027 (if the Term is extended to 2027 under paragraph 2 of this Agreement), the Squad shall pay the Township rent for its use of the Emergency Services Building as follows:

\$15,200.00 for the year 2023;

\$11,400.00 for the year 2024;

\$9,000.00 for the year 2025;

\$9,000.00 for the year 2026; and

\$9,000.00 for the year 2027.

All such payments shall be made by LES to the Township no later than December 1 of each respective year.

4. Survival of the Agreement

Except as modified by this First Amendment, all of the terms, conditions and requirements of the Emergency Services Building Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Emergency Services Building Agreement and the terms of this First Amendment, this First Amendment shall be controlling.

5. Miscellaneous.

a. This First Amendment may be executed in multiple counterparts and each such counterpart shall be an original and all counterparts, together, shall constitute a single document. The parties agree that a PDF, scanned copy, or photocopy of this First Amendment or any counterpart shall constitute an original and be enforceable as such, any rule or custom notwithstanding.

b. The Emergency Services Building Agreement and as amended hereby, constitutes the full and final agreements between the Township and LES with respect

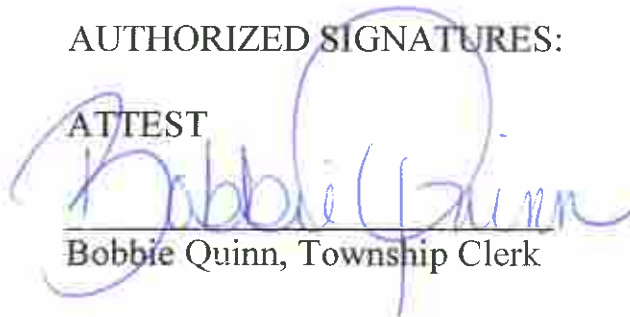
to the subject matter contained therein. Any oral agreement, letters of intent, proposals, representations, and warranties that are in conflict with the terms of the Emergency Services Building Agreement, as amended hereby, shall be without force and effect. Any modification of the Emergency Services Building Agreement, as amended hereby, shall be in writing and duly signed by all parties or their respective successors and assigns.

c. A judicial decree, order, or judgment holding any provision of the Emergency Services Building Agreement either singularly or collectively, as amended hereby, invalid shall not in any way impair or preclude the enforcement of the remaining provisions of the Emergency Services Building Agreement, as amended hereby.

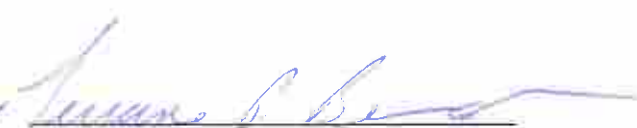
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the date first written above.

AUTHORIZED SIGNATURES:

ATTEST


Bobbie Quinn, Township Clerk

Township of Lumberton


Terrance Benson, Mayor

Lumberton Emergency Squad, Inc.

