

COPY

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION 2019-41
A RESOLUTION OF THE TOWNSHIP OF TABERNACLE AWARDING A
CONTRACT FOR EMERGENCY MEDICAL AND EMT SERVICES PURSUANT TO
N.J.S.A. 40A:11-5**

WHEREAS, there exists a need for Emergency Medical and EMT services for the purpose of serving the emergency medical and Emergency Medical Technician needs of the Township residents; and

WHEREAS, funds are available for this purpose; and

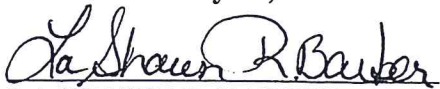
WHEREAS, the Local Public Contracts law N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of a contract for "professional services" with or without competitive bids and the resulting contract be available for public inspection; and

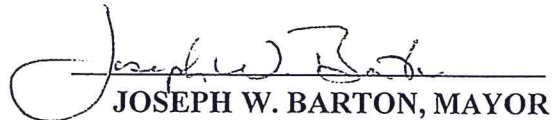
WHEREAS, the Local Public Contracts law further requires that a Notice of the award of the contract be printed as a legal advertisement.

NOW, THEREFORE, BE IT RESOLVED, by the Committee of the Township of Tabernacle this 22th day of January, 2019, as follows:

1. The Tabernacle Rescue Squad, Inc., be and the same is hereby contracted as the emergency medical and EMT service provider to the Township of Tabernacle.
2. This contract is awarded as a "professional service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law and pursuant to the non fair and open process included in Tabernacle Township Ordinance section 2-23 because said contract encompasses a professional service recognized and regulated by law.
3. The Mayor and Township Clerk are hereby authorized and directed to execute the attached Agreement with the Tabernacle Rescue Squad, Inc.
4. Notice of this action shall be published once as a legal advertisement in the official newspaper of the Township of Tabernacle within ten (10) days of its adoption.

DATE: January 22, 2019


LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK


JOSEPH W. BARTON, MAYOR

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

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VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton			✓			
Kimberly A. Brown	✓		✓			
Stephen V. Lee, IV					✓	
Samuel Moore, III		✓	✓			
Joseph Yates, IV			✓			

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Tabernacle at a meeting held on the 22nd day of January 2019.


LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

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.

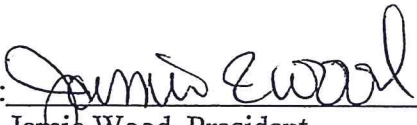
XI. Independent Agent. Nothing contained herein shall be deemed or construed by the parties hereto or by any third-party as creating the relationship of principal and agent, partners, joint venture or other similar such relationship between the parties hereto. It is understood and agreed that no provision 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.

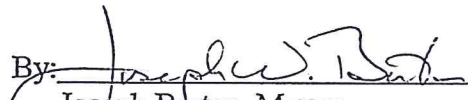
XIII. Severability. If any provision of this Agreement shall fail or be stricken for any reason whatsoever, the remainder of this Agreement shall remain in full force and effect.

This Agreement is made and entered into on the 22 day of January 2019 2019.

TABERNACLE RESCUE SQUAD, INC.

By: 
Jamie Wood, President

TABERNACLE TOWNSHIP

By: 
Joseph Barton, Mayor

Docs #3553210-v1