

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
MANALAPAN AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
ENGLISHTOWN-MANALAPAN FIRST AID SQUAD, INC.**

Mr. Maskowitz offered the following Resolution and moved its adoption:

WHEREAS, the Englishtown-Manalapan First Aid Squad has for many years

First Aid Squad, Inc. in a form approved by the Township Attorney and Township Administrator, a copy of which shall be maintained on file in the office of the Township Clerk.

BE IT FURTHER RESOLVED, that the aforesaid Agreement shall be signed by both parties within thirty (30) days of the date hereof.

SECONDED BY Mr. McNaboe and adopted on roll call by the following vote:

AFFIRMATIVE: Green, Maskowitz, McNaboe, Musich, Cohen
NEGATIVE: None
ABSTAIN: None
ABSENT: None

DATED: December 11, 2013

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A
RESOLUTION ADOPTED BY THE TOWNSHIP OF MANALAPAN
DURING A MEETING HELD ON DECEMBER 11, 2013.


MUNICIPAL CLERK
TOWNSHIP OF MANALAPAN

Agreement

THIS AGREEMENT, made this 31ST day of DECEMBER , 2013,

BETWEEN

TOWNSHIP OF MANALAPAN,

a Municipal Corporation of the State of New Jersey, having its principal offices located at 120 Route 522 & Taylors Mills Road, Manalapan, New Jersey 07726 (hereinafter referred to as the "Township");

AND

ENGLISHTOWN-MANALAPAN FIRST AID SQUAD, INC.,

a corporation of the State of New Jersey, having its offices located at 7 Sanford Avenue, Englishtown, New Jersey 07726 (hereinafter referred to as "EMFAS").

WITNESSETH:

WHEREAS, EMFAS has, for many years, provided emergency first aid and ambulance services within the Township of Manalapan and the Borough of Englishtown; and

WHEREAS, EMFAS is the designated recipient of all calls requiring emergency

services of paid emergency medical technicians (hereinafter "EMTs") as well as the services of volunteer members of the community; and

WHEREAS, the Township wishes to provide for the public health, safety and welfare by ensuring that emergency medical services and basic life support ambulance services are available to its residents in accordance with the highest standards of health

shall mean those funds that exceed by \$100,000.00 all funds reasonably calculated to be

a basic life support ambulance service. All such policies of insurance shall name the Township as an additional insured.

9 The New Entity shall enter into a contract or contracts with an external

also providing first responder level care. First responder level care does not include

assignment at the time. "Respond" shall be defined as the vehicle being on its way to the event. It is anticipated that if the time comes that there are more paid EMT's than volunteers, this response time will shrink.

5. During the term of this Agreement, the New Entity will provide monthly reports to the Township and EMFAS pertaining to calls for service and response time. The monthly reports shall contain at least the following information:

- a. the number of calls received;
- b. the number of responses by the New Entity;
- c. the number of calls responded to and managed completely by the New Entity;
- d. the number of calls responded to, but requiring mutual aid support;
- e. the number of calls handled by emergency services other than the New Entity;
- f. the range of response time; mean of response time and median response time for each of the foregoing response scenarios;
- g. a detailed explanation for any call response in excess of twelve (12) minutes, regardless of whether or not it is a "first call."

6. The New Entity shall assure that it and all those rendering services on its behalf shall fully comply with all applicable regulations of the NJDOH; the United States Department of Health and Human Services; Medicare; Medicaid; and any other applicable regulations pertaining to the billing of patients for services rendered by or on behalf of the New Entity.

7. The New Entity shall be solely responsible for any fines or assessments imposed by the NJDOH or any other state or federal agency for violation of any applicable regulations. The Township shall not be responsible to insure or monitor the compliance of the New Entity or those rendering services on its behalf with such regulations and shall not be liable for any such fines or assessments imposed for any violation thereof.

c. copies of at least two (2) basic life support ambulance licenses issued to the New Entity by the NJDOH.

d. copies of all contracts entered into by the New Entity with third party companies for the provision of human resources; management; scheduling; reporting and billing services to the New Entity.

e. Insurance Certificates, with the Township as Additional Insured, for all policies of insurance maintained by the New Entity, pursuant to Article I hereof.

6. Upon review of the documents submitted pursuant to Section 5 of this Article, the Township shall advise the New Entity either that the documents are acceptable or that they need additional documentation consistent with the requirements of Section 5 of this Article. Unless the Township advises the New Entity of specific documents that do not meet the requirements of this Agreement, the New Entity shall be permitted to perform its services and bill for those services within the Township thirty (30) days after submission of the documents.

7. The New Entity shall commence providing services hereunder as of the effective date of this Agreement and this Agreement shall continue in effect for a period of one (1) year from the effective date. The Agreement may be renewed or extended at the option of the Township and only by resolution adopted by the Township Committee of the Township. Any such renewal or extension shall be in writing. In the event of failure to renew by resolution, this Agreement will continue for 90 days past the scheduled expiration date.

8. In lieu of outright renewal, the Township reserves the right to issue competitive contracting specifications and to seek proposals for these services. In the event that the Township chooses not to renew this Agreement as the result of competitive contracting, this Agreement will, as noted above, continue for 90 days past the scheduled expiration date.

9. In the event the New Entity wishes not to renew the Agreement, it shall provide ninety (90) days notice to the Township prior to the end of the term. The

vehicles are returned by EMFAS to the Township.

3. The Township presently makes an annual \$30,000.00 budget appropriation to EMFAS. The Township will continue to make such an appropriation until a date six months subsequent to the effective date hereof. The amount of the budgetary appropriation to EMFAS shall be prorated to the effective date in the calendar year this Agreement becomes effective.

4. The Township currently has a length of service awards program in effect for volunteer members of EMFAS, pursuant to § 23-1, *et seq.* of the Township's Code. The Township will continue to make LOSAP payments to eligible volunteers during the initial term of this Agreement.

5. Should this Agreement be renewed beyond its initial term, the New Entity shall reimburse the Township for all LOSAP payments made to eligible volunteers in each such subsequent term. Reimbursement shall be made in each calendar year the Agreement remains effective within thirty (30) days upon presentation to the EMFAS and the New Entity by the Township's Chief Financial Officer of the LOSAP

ARTICLE V

AUDIT AND ANNUAL REPORTS

1. During the term of this Agreement, the New Entity shall retain the services of an accounting firm, at its own expense, which firm shall be subject to the approval of the Township, provided that approval shall not be unreasonably withheld. In the event the Township does not approve the auditor, it will provide a written basis for the rejection within fifteen (15) days of the presentation of the name of the auditor to the Township. The Township will have been deemed to approve if no response is provided within fifteen (15) days of receipt.

2. It is anticipated that all billing will be done by and through the New Entity and not EMFAS. In the event EMFAS anticipates any billings by or through itself rather than the New Entity, it will seek approval from the Township first and will then be

5. Copies of all annual financial statements and annual audit reports for the New Entity shall be provided to the Township and EMFAS within seven (7) days of receipt by the New Entity.

6. For a period of three years from the effective date of this Agreement, or until the termination of this Agreement, should such occur earlier than three years from the effective date hereof, the New Entity shall not incur any capital expense, such as, but not limited to, the purchase of an ambulance or construction or purchase of a building, without the approval of the Township. In the event the New Entity submits a request to incur a capital expense in that period, the Township will approve or disapprove of the purchase within forty-five (45) days. The Township will have been deemed to approve if no response is provided within forty-five (45) days of receipt.

7. From the inception of the New Entity until the earlier of three (3) years

ARTICLE VI

FINANCES

1. All revenue received by the New Entity is to be spent on operating and capital expenses related to the performance of first aid squad services, including training, equipment, procurement, maintenance, administration, facilities, personnel and general operations.

2. In addition to the financial statements and audit reports required by Article V, hereinabove, the New Entity will provide quarterly financial reports identifying expenses and income and financial balances to the Township and EMFAS.

3. In the event of the dissolution of the New Entity, all assets in excess of expenses and other liabilities shall be transferred first to EMFAS, in the event it continues to operate providing emergency services, and, if it does not so continue, then first to the Township up to the amount provided by the Township to the New Entity in the three preceding fiscal years, and the remainder shall be donated to First Aid entities.

ARTICLE VII

TERMINATION

1. If EMFAS is not formed, the New Entity shall be dissolved and its assets shall be transferred to the Township.

written notice to EMFAS and the New Entity and specifying the effective date of such termination.

2. Prior to exercising its right to terminate this Agreement, the Township shall provide written notice to EMFAS and the New Entity of any failure to comply with the terms and conditions hereof or of any failure to perform in accordance with the standards established hereunder. EMFAS and/or the New Entity shall have fifteen (15) days from the date of such notice to correct any such defect, default or deficiency. The Township may extend the period for correction at its sole discretion.

3. The Township shall have the right to immediately declare the contract terminated without notice in the event of any of the following:

Township of Manalapan, provided the Township has provided notice of these repeated failures in accordance with Section 2 of this Article.

ARTICLE VIII

MISCELLANEOUS TERMS

1. Any notice or other communication required or permitted to be made hereunder shall be in writing and delivered in person or by certified mail, postage paid, return receipt requested, to the address as set forth on page 1 of this Agreement for the Township, and, for the New Entity, to P.O. Box 294, Manalapan, NJ, 07726. All notices to the Township shall be addressed to the Township Administrator. All notices to EMFAS shall be addressed to the President of the EMFAS. All notices to the New Entity shall be to the individual identified to the Township as the Chief Operating Officer.

2. If any provision of this agreement. or any application of this agreement is

By: Susan Cohen
SUSAN COHEN, MAYOR

Dated: 12/31/13

Attested By:

Regina Preteroti
REGINA PRETEROTI, RMC
Township Clerk

ENGLISHTOWN-MANALAPAN FIRST AID SQUAD

By: Brian McDonald Dated: 12/18/13
BRIAN McDONALD, PRESIDENT

Attested By:

[Signature]