TOWNSHIP OF MAPLEWOOD

MEMORANDUM OF AGREEMENT

FOR THE PROVIDING OF FIRST AID SERVICES
TO THE TOWNSHIP OF MAPLEWOOD
AND TO PROVIDE A BACKUP AMBULANCE
AND EMEMRGENCY MEDICAL SERVICES

This Agreement made this _____ day of _____ 2016, by and between the Township of Maplewood having its principal place of office at 574 Valley Street, Maplewood, New Jersey 07040 ("Township") and the South Orange Rescue Squad ("SORS"), having its principal location at 62 Sloan Street, South Orange, New Jersey 07079.

WHEREAS, the Township of Maplewood (Township/Maplewood) and the South Orange Rescue Squad having its principal (SORS) have agreed to enter into a working partnership to provide Maplewood with back-up ambulance and emergency medical services.

WHEREAS, since its inception in 1973, the Maplewood First Aid Squad has honorably and selflessly served the Maplewood community. The Township is deeply appreciative of the many volunteer hours provided in critical service to all who lived, worked or passed through Maplewood.

WHEREAS, beginning September 2014, the Maplewood First Aid Squad became unable to provide consistent ambulance and emergency medical services. From September 2014 through April 2016 (20 months), the Maplewood First Aid Squad responded to 9 calls.

WHEREAS, for the past four years, the SORS provided back-up ambulance and emergency medical services to the Maplewood community.

WHEREAS, the SORS responded to 182 Township calls in 2013; 250 in 2014; 235 in 2015 and 85 from January through June, 2016.[1]

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[1] Information on calls responded to by the SORS was provided by Maplewood Fire Department.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. All recitations set forth above are incorporated herein.

2. SORS agrees to provide to the Township back-up ambulance and emergency medical services to the Township community from 6:00pm to 6:00am on Mondays through Fridays and on a 24 hour basis on Saturdays and Sundays.

3. SORS will establish a second ambulance crew to provide ambulance and emergency medical services to the Township community. Six (6) months following the signing of this Memorandum of Agreement, the Township and SORS will evaluate the services SORS has provided to the Township community.

4. When the SORS has a second ambulance crew on duty, the SORS shall provide primary ambulance and emergency medical services to the Township community. At all other times, the Maplewood Fire Department shall provide primary ambulance and emergency medical services to the Township community.

5. SORS will follow established protocols in notifying REMS dispatching of its availability during the hours listed in paragraph #4.

6. When SORS is not available to back-up the Maplewood Fire Department, the Maplewood Fire Department will work with other emergency medical services providers with which it has mutual aid agreements.

7. SORS will establish a "Maplewood Division" of the SORS

8. The Township will work with the SORS to register with the New Jersey Division of Motor Vehicles the ambulance SORS has acquired from the Maplewood First Aid Squad.

9. The Township will work with the SORS to acquire insurance for the ambulance SORS has acquired from the Maplewood First Aid Squad.

10. The Township will secure access to the Maplewood First Aid Squad building at 129 Boyden Avenue, Maplewood, New Jersey.

11. Six (6) months following the signing of this Memorandum of Agreement, the Township and SORS will evaluate the utilization of 129 Boyden Avenue by the SORS.

12. If SORS begins operations from 129 Boyden Avenue, the Township and SORS shall agree on the language of new signage at 129 Boyden Avenue. The new sign shall include the term "Maplewood Division."

13. As of the signing of this Memorandum of Agreement, the SORS, with permission from the Township, may locate one or more ambulances at 129 Boyden Avenue. Such utilization by SORS shall depend on the availability of 129 Boyden Avenue, which shall be determined by the Township.

14. The Township will assist the SORS in the recruitment of members from the Township.

15. The SORS will make an ambulance and crew available for large scale Township events such as 4th of July celebration and Maplewoodstock

16. As the primary volunteer emergency medical services provider in the Township, it is expected that the SORS will engage in town-wide fund raising efforts to support its operations. The Township will help publicize the working partnership among Township residents and business sectors to help facilitate the SORS fund raising efforts.

17. This Memorandum of Agreement will remain in effect through December 31, 2017 and may be amended by the mutual consent of each Party.

18. Any disputes arising regarding this Agreement, will be submitted to Mediation by the parties before a Retired Judge who will serve as the mediator. Each Party shall share the cost of the mediator.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

20. This Agreement may not be assigned without the written consent of the Parties.

21. This Agreement sets forth the entire understanding between the Parties with and may only be modified in writing and signed by the Parties.

22. If any section, paragraph, subparagraph, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, subparagraph, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective

Notice. Any notices that are required under this Agreement shall be hand delivered or mailed to the following addresses:

> Township of Maplewood
> 574 Valley Street
> Maplewood, New Jersey 07040
> Attn: Township Administrator

South Orange Rescue Squad
62 Sloan Street
South Orange, New Jersey 07079
Attn:

IN WITNESS WHEREOF, each party has caused its authorized official to sign

and seal this Agreement the day and year first above written.

ATTEST: **TOWNSHIP OF MAPLEWOOD**

_____   BY:_____
ELIZABETH J. FRITZEN
Township Clerk

                                           SOUTH ORANGE RESCUE SQUAD
ATTEST:

_____   BY:_____