

TOWNSHIP OF LUMBERTON

RESOLUTION NO. 2023 - 059

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
LUMBERTON AUTHORIZING PARTICIPATION IN A SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF TABERNACLE FOR INSURANCE COSTS
RELATED TO EMERGENCY SERVICES**

WHEREAS, the Township of Lumberton ("Lumberton") is authorized by the "Shared Services Act," N.J.S.A. 40A:65-4 et seq. to enter into any contract with joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

WHEREAS, Tabernacle Township ("Tabernacle") has an existing Shared Services Agreement with Shamong Township ("Shamong"), wherein Tabernacle serves as lead entity and Shamong serves as participating entity in order to ensure that the equitable allocation of insurance costs are attributed to Shamong for its receipt of EMS Services pursuant to an agreement between Shamong and the Tabernacle Rescue Squad ("TRS"); and

WHEREAS, it is the intent of Tabernacle and Shamong to recognize that Lumberton Emergency Squad ("LES") is providing EMS Services to Tabernacle and Shamong as part of the overall scope of services and coverage provided to Tabernacle; and

WHEREAS, as part of the agreement with LES to provide Emergency Services to Lumberton and its residents, Lumberton covers insurance costs for LES and its vehicles; and

WHEREAS, Lumberton and Tabernacle desire to set forth their equitable allocation of insurance costs in this Shared Services Agreement in a similar fashion to such existing agreement between Tabernacle and Shamong; and

WHEREAS, Lumberton and Tabernacle have negotiated a Shared Services Agreement, attached hereto and incorporated by reference; and

WHEREAS, Lumberton shall be the principal entity or provider under the Shared Services Agreement and Tabernacle shall be the receiving entity under the Shared Services Agreement, requiring Tabernacle to cover insurance costs paid by Lumberton; and

WHEREAS, Lumberton shall have full authority and control over the selection of coverages and the administration of the same.

WHEREAS, Lumberton and Tabernacle are both members of the Burlington County Joint Municipal Insurance Fund; and

WHEREAS, the Township of Lumberton evidences its desire to enter into such Shared Services Agreement 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:

1. The attached Shared Services Agreement between the Township of Lumberton and the Township of Tabernacle for the allocation of insurance costs.
2. The Mayor and Township Clerk are hereby authorized to sign, seal, and execute the Shared Services Agreement on behalf of the Township of Lumberton.
3. The Township Administrator of the Township of Lumberton is authorized to take any action necessary to implement the terms of the Shared Services Agreement.
4. All terms, conditions and responsibilities between the parties as detailed in the attached Shared Services Agreement shall remain in full force and effect.
5. A copy of this Resolution shall be transmitted to the Clerk of Tabernacle Township within 20 days of the passing of this Resolution.

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

Bobbie Quinn, RMC
Lumberton Township Clerk

**TOWNSHIP OF TABERNACLE
COUNTY OF BURLINGTON, NJ
RESOLUTION 2023-64**

**AUTHORIZING EXECUTION OF AN AMENDED SHARED SERVICES AGREEMENT WITH
LUMBERTON TOWNSHIP**

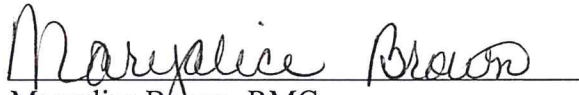
WHEREAS, Tabernacle Township entered into a Shared Services Agreement with Lumberton Township on February 27, 2023 with regard to the provision of all insurance coverages needed to cover Lumberton Emergency Squad EMT's within the Township of Tabernacle and the Township of Shamong; and

WHEREAS, at the time of the initial contract, the the cost of the insurance coverage had not been finalized and the agreement was based on an estimated amount; and

WHEREAS, having received finalized costs for the insurance coverage, based on the Lumberton EMT's salaries, the Township Committee wishes to amend the Shared Service Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Tabernacle, County of Burlington, State of New Jersey that the Mayor and Municipal Clerk be and are hereby authorized to execute the amended Shared Services Agreement with the Township of Lumberton with regard to the provision of all insurance coverages needed to cover Lumberton Emergency Squad EMTs within the Township of Tabernacle and the Township of Shamong.

Adopted: 3-27-23


Maryalice Brown, RMC
Township Clerk/Administrator

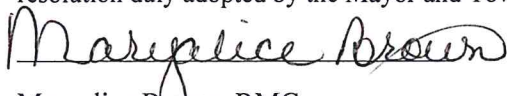

Samuel R. Moore, III
Mayor

Vote on Adoption

	Moved	Seconded	Ayes	Navs	Absent	Abstain
McNaughton			/			
Sprague			/			
Brown	✓		/			
Hartman		✓	/			
Moore			/			

CERTIFICATION

I, Maryalice Brown, Township Clerk of the Township of Tabernacle, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Township Committee at its Regular Meeting held on 3-27-23


Maryalice Brown, RMC
Township Clerk/Administrator

**A SHARED SERVICE AGREEMENT BETWEEN
THE TOWNSHIP OF LUMBERTON
AND THE TOWNSHIP OF TABERNACLE**

THIS AGREEMENT is entered with an effective date of March 2, 2023 and amended on April 6, 2023, by and between **THE TOWNSHIP OF LUMBERTON**, a municipal corporation of the State of New Jersey (referred to as " LUMBERTON "); and **THE TOWNSHIP OF TABERNACLE**, a municipal corporation of the State of New Jersey (referred to as " TABERNACLE ").

WHEREAS, TABERNACLE has an existing Shared Services Agreement with the Township of Shamong (referred to as "SHAMONG"), dated on or about June 14, 2021, wherein TABERNACLE serves as the Lead Entity and SHAMONG serves as the Participating Entity in order to ensure that the equitable allocation of insurance costs are attributed to SHAMONG for its receipt of EMS services under a separate contract between SHAMONG and Tabernacle Rescue Squad "TRS". A copy of the aforementioned Shared Services Agreement is attached hereto as **Exhibit A**; and

WHEREAS, the Shared Services Agreement between TABERNACLE and SHAMONG will remain in place, and it is the intent of this Agreement to recognize that the services being provided by LUMBERTON to TABERNACLE are being provided to SHAMONG as part of the overall scope of services and coverage provided to TABERNACLE; and

WHEREAS, it is specifically recognized, for example, that a Lumberton Emergency Squad ("LES") EMT will likely provide service on a TRS ambulance to a Shamong resident within Shamong Township, and that the insurance coverage and allocation for such activity is intended to be covered and included under this Agreement; and

WHEREAS, LUMBERTON and TABERNACLE desire to set forth their equitable allocation of insurance costs in this Agreement in a similar fashion to the existing agreement between TABERNACLE and SHAMONG.

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

- A. **TABERNACLE RESCUE SQUAD (TRS)** currently utilizes the Lumberton Emergency Squad Personnel ("LES") for the provision of emergency medical services within Tabernacle and Shamong Townships. As part of that arrangement, **LUMBERTON TOWNSHIP** provides for all insurance coverage for LES as more fully set forth below. TRS is, on or about this date, executing an agreement with LES for the provision of emergency medical service personnel, and in order to most effectively and efficiently meet the insurance coverage requirements, **TABERNACLE TOWNSHIP** and **LUMBERTON TOWNSHIP** desire to enter into this Shared Services Agreement.
- B. **TABERNACLE TOWNSHIP** provides insurance coverage to **TRS** for the

provision of emergency medical services as follows: Auto Liability, vehicle physical damage for all vehicles owned by the TRS and utilized as part of this agreement; Workers' Compensation Insurance for all rostered members of the TRS, and General Liability Insurance. Pursuant to this Agreement, it is understood that this coverage will remain in effect while the TRS provides emergency medical services in Shamong.

- C. **LUMBERTON TOWNSHIP** provides insurance coverage to LES for the provision of Emergency Medical Services as follows: Auto Liability, vehicle physical damage to all vehicles owned by the LES and utilized as part of this agreement, Workers' Compensation Insurance for all rostered members of the LES, and General Liability Insurance. Pursuant to this Agreement, it is understood that this coverage will remain in effect while the LES provides emergency medical services in Tabernacle and Shamong.
- D. **LUMBERTON TOWNSHIP** shall be the principal entity or provider under this Shared Services Agreement and **TABERNACLE TOWNSHIP** shall be the receiving entity under this Shared Services Agreement. **LUMBERTON TOWNSHIP** shall have full authority and control over the selection of coverages and the administration of same. It is noted that both entities are members of the Burlington County Joint Municipal Joint Insurance Fund.

ARTICLE II: PAYMENT TO LUMBERTON BY TABERNACLE

- A. The compensation of **LUMBERTON TOWNSHIP** by **TABERNACLE TOWNSHIP** shall be by reimbursement and based upon the allocation of costs established by the Burlington County Municipal Joint Insurance Fund ("JIF"), of which both entities are members. For the current year, the Tabernacle reimbursement costs, per JIF, shall be as follows:
- General Liability - \$8.12 per \$1,000.00 of payroll spent by Lumberton, total
\$1,218.00;
- Workers Compensation - \$73.12 per \$1,000.00 of payroll spent by Lumberton, total
\$10,968.00
- Total Annual Premium: \$12,186.00
- B. **TABERNACLE TOWNSHIP** shall provide **LUMBERTON TOWNSHIP** with a payment as determined by the JIF within thirty (30) days of the JIF confirming the annual rate for Workers' Compensation and General Liability Insurance.
- C. Each party shall be responsible for its own legal expenses in preparing and negotiating the terms of this Agreement.

ARTICLE III: TERM OF THE CONTRACT

- A. This Agreement shall commence as of the date above and shall continue for a term of **three (3) years** or upon termination by either party to this Agreement. If **TRS** terminates its agreement with LES, this agreement shall automatically terminate.
- B. This Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Executive and/or Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective. This Agreement may be extended by respective Resolutions by each of the governing bodies of the Parties for additional three-year terms or such other terms as the governing bodies may deem appropriate.

ARTICLE IV: MISCELLANEOUS

- A. **Notice.** Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to another party, such notice shall be deemed to have been sufficiently given if personally delivered to the Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom it is to be given at the addresses identified above.
- B. **Dispute Resolution.** Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

STEP A: The Parties Contact Persons shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agreed upon by the Parties, both parties agree to submit the matter as provided for in Step B below.

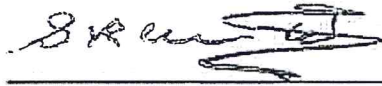
STEP B: In the event that a dispute cannot be resolved in Step A, then, pursuant to N.J.S.A. 40A:65-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by both parties.

- C. **Authorization.** Each party represents and warrants to the other that all municipal or Township actions necessary for each municipal entity to enter into and perform all obligations required by this Agreement have been taken validly and that the undersigned are authorized to execute this Agreement. In addition, each party represents that the party executing this agreement on behalf of the municipal entity is authorized to do so by law. A copy of the municipal entity's resolution authorizing this agreement shall be attached hereto.
- D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

- E. **No Assignment.** There shall be no assignment of this agreement without the written consent of the other may not assign this Agreement.
- F. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties here to with respect to the transactions contemplated herein. No changes or modifications of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.
- G. **Severability.** If any clause, sentence, paragraph, section, or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

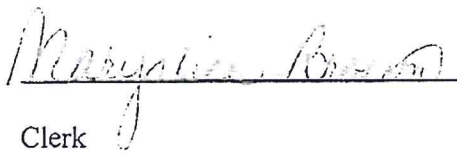
IN WITNESS WHEREOF, the parties hereto have executed this Shared Services Agreement on the date written below.

TOWNSHIP OF TABERNACLE:



Mayor

3-27-23
Date



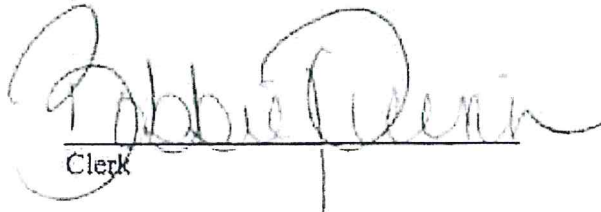
Clerk

TOWNSHIP OF LUMBERTON:



Mayor

4/27/23
Date



Clerk

**TOWNSHIP OF TABERNACLE
COUNTY OF BURLINGTON, NJ**

RESOLUTION 2023-45

AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH LUMBERTON TOWNSHIP

WHEREAS, TABERNACLE has an existing Shared Services Agreement with the Township of Shamong (referred to as “SHAMONG”), dated on or about June 14, 2021, wherein TABERNACLE serves as the Lead Entity and SHAMONG serves as the Participating Entity in order to ensure that the equitable allocation of insurance costs are attributed to SHAMONG for its receipt of EMS services under a separate contract between SHAMONG and Tabernacle Rescue Squad “TRS”; and

WHEREAS, the Shared Services Agreement between TABERNACLE and SHAMONG will remain in place, and it is the intent of this Agreement to recognize that the services being provided by LUMBERTON to TABERNACLE are being provided to SHAMONG as part of the overall scope of services and coverage provided to TABERNACLE; and

WHEREAS, it is specifically recognized, for example, that a Lumberton Emergency Squad (“LES”) EMT will likely provide service on a TRS ambulance to a Shamong resident within Shamong Township, and that the insurance coverage and allocation for such activity is intended to be covered and included under this Agreement; and

WHEREAS, LUMBERTON and TABERNACLE desire to set forth their equitable allocation of insurance costs in this Agreement in a similar fashion to the existing agreement between TABERNACLE and SHAMONG;

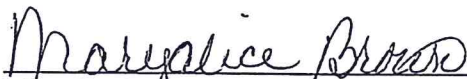
WHEREAS, pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq., any municipality of the State may enter into a contract with any other municipality for the joint provision of any service that any party to the agreement is empowered to render within its own jurisdiction; and

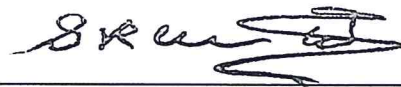
WHEREAS, the parties have negotiated a Shared Services Agreement which is attached hereto and incorporated herein by reference; and

WHEREAS, LUMBERTON TOWNSHIP shall be the principal entity or provider under this Shared Services Agreement and TABERNACLE TOWNSHIP shall be the receiving entity under this Shared Services Agreement. LUMBERTON TOWNSHIP shall have full authority and control over the selection of coverages and the administration of same. It is noted that both entities are members of the Burlington County Joint Municipal Joint Insurance Fund.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Tabernacle, County of Burlington, State of New Jersey that the Mayor and Municipal Clerk be and are hereby authorized to execute the Shared Services Agreement with the Township of Lumberton with regard to the provision of all insurance coverages needed to cover Lumberton Emergency Squad EMTs within the Township of Tabernacle and the Township of Shamong, subject to the final review and approval by the Township Administrator and Township Attorney.

Adopted: 2-9-23


Maryalice Brown, RMC
Township Clerk/Administrator

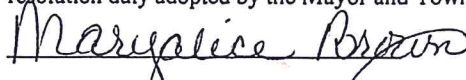

Samuel R. Moore, III
Mayor

Vote on Adoption

	Moved	Seconded	Ayes	Navs	Absent	Abstain
McNaughton			✓			
Sprague			✓			
Brown		✓	✓			
Hartman	✓		✓			
Moore			✓			

CERTIFICATION

I, Maryalice Brown, Township Clerk of the Township of Tabernacle, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Township Committee at its Regular Meeting held on 2-9-23


Maryalice Brown, RMC
Township Clerk/Administrator