

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

THIS AGREEMENT is entered with an effective date of February 27, 2023 and amended on March 27, 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

- 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 **TBD** 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.

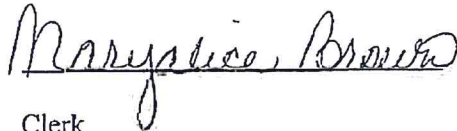
IN WITNESS WHEREOF, the parties hereto have executed this Shared Services Agreement on the date written below.

TOWNSHIP OF TABERNACLE:



Mayor

3-22-23
Date



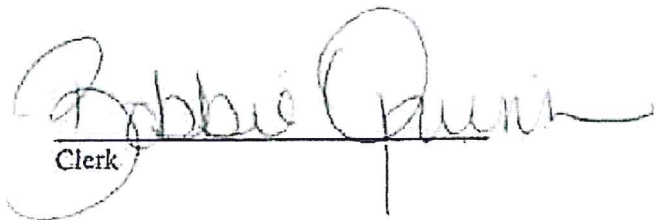
Clerk

TOWNSHIP OF LUMBERTON:



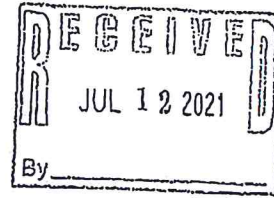
Mayor

4/27/23
Date



Clerk

Exhibit A



TOWNSHIP OF TABERNACLE

163 Carranza Road, Tabernacle, NJ 08088
BURLINGTON COUNTY, NEW JERSEY

July 7, 2021

Ms. Susan Onorato,
Administrator/Municipal Clerk
Shamong Township
105 Willow Grove Road
Shamong, NJ 08088

Re: Shared Service Agreement Rescue Squad Insurance

Dear Ms. Onorato:

Enclosed please find The Shared Service Agreement between the Township of Tabernacle and the Township of Shamong for Rescue Squad services. I also have enclosed the resolution permitting this shared service with your municipality. This agreement allows insurance coverage, i.e. vehicles, workers' comp and general liability insurance. This agreement is on a renewable annual basis.

I have retained one copy for our files.

Should you have any questions, or need anything further, please do not hesitate to contact me.

Sincerely,

Elaine B. Kennedy, RMC/CMC/CMR
Municipal Clerk
twpclerk@townshipoftabernacle-nj.gov

Enclosure

Phone: (609) 268-1220

Fax: (609) 268-7430

Website: www.townshipoftabernacle-nj.gov

"Gateway To The Pines"

TOWNSHIP OF TABERNACLE

RESOLUTION 2021-77

AUTHORIZING EXECUTION OF A SHARED
SERVICES AGREEMENT WITH SHAMONG
TOWNSHIP (INSURANCE FOR RESCUE SQUAD)

WHEREAS, by separate agreement on or about this date, the Township of Tabernacle ("Tabernacle") has entered into an agreement with Shamong Township for the provision of emergency medical services within Shamong Township; and

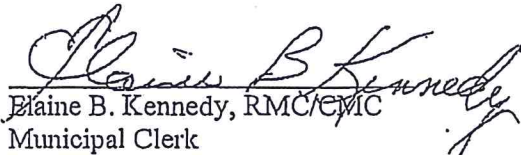
WHEREAS, Shamong Township already utilizes Tabernacle Rescue Squad for the provision of emergency medical services within its Township borders, and as such, it already has all related insurance coverage in place; and

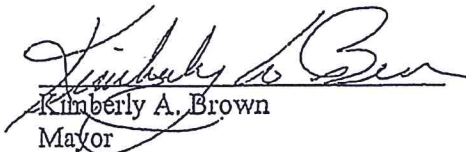
WHEREAS, Tabernacle and Shamong have determined it is necessary and appropriate to enter into a Shared Services Agreement in order to allow Tabernacle to be the lead agency with regard to insurance coverage and to allow Shamong to contribute to the costs of same; and

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 form of Shared Services Agreement which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee 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 Shamong with regard to the provisions of all insurance coverages needed to cover Tabernacle Rescue Squad for their provision of emergency medical services within the Township of Shamong, subject to the final review and approval by the Township Administrator and Township Attorney.

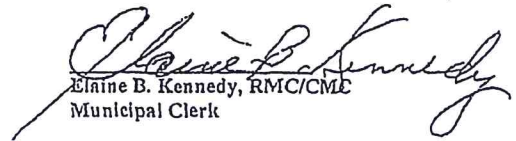

Elaine B. Kennedy, RMC/CMC
Municipal Clerk


Kimberly A. Brown
Mayor

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton					X	
Kimberly A. Brown					X	
Nancy K. McGinnis			X			
Samuel R. Moore, III			X			
Robert C. Sunbury, Jr.	X		X			

I, Elaine B. Kennedy, Municipal Clerk of the Township of Tabernacle, do 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 14th day of June 2021.


Elaine B. Kennedy, RMC/CME
Municipal Clerk

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

THIS AGREEMENT is entered with an effective date of June __, 2021 by and between **THE TOWNSHIP OF TABERNACLE**, a municipal corporation of the State of New Jersey (referred to as "TABERNACLE"); and **THE TOWNSHIP OF SHAMONG**, a municipal corporation of the State of New Jersey (referred to as "Shamong").

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

ARTICLE I: SCOPE OF SERVICES

- A. **TABERNACLE** currently utilizes the Tabernacle Rescue Squad ("TRS") for the provision of emergency medical services within its municipal borders. As part of that arrangement, **TABERNACLE** provides for all insurance coverage as more fully set forth below. **SHAMONG** is, on or about this date, executing an agreement with TRS for the provision of emergency medical services within its municipal borders, and in order to most effectively and efficiently meet the insurance coverage requirements, **SHAMONG** and **TABERNACLE** desire to enter into this Shared Services Agreement.
- B. **TABERNACLE** provides insurance coverage to TRS for the provision of emergency medical services as follows: Vehicle Coverage for all ambulances / fleet vehicles; Workers' Compensation Insurance; and General Liability Insurance. Pursuant to this Agreement this coverage will be expanded to ensure that TRS's activity in both Tabernacle and Shamong territories are covered under the Tabernacle policies.
- C. **TABERNACLE** shall be the principal entity or provider under this Shared Services Agreement and **SHAMONG** shall be the receiving entity under this Shared Services Agreement. **TABERNACLE** 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 Insurance Fund.

ARTICLE II: PAYMENT BY SHAMONG

- A. The compensation of **TABERNACLE** by **SHAMONG** shall be by reimbursement and based upon the allocation of costs established by the Burlington County JIF ("JIF"), of which both entities are members. For the current year, the Shamong reimbursement costs, per JIF, shall be as follows:

BC Joint Insurance Fund: \$1,182 (Includes: Automobile Liability - \$206; General Liability - \$32;
Property - \$662; Workers Compensation - \$282)
Municipal Excess Liability (umbrella): \$414
Risk Management: \$95

TOTAL: **\$1,691**

- B. SHAMONG shall provide payment within thirty days of notification or invoicing by TABERNACLE.
- 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 SHAMONG terminates its agreement with TRS, 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:

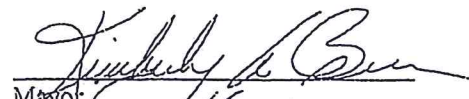
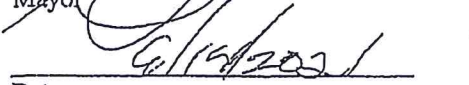
STEP A: The Parties Contact Persons shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agreed upon by the Parties, both parties agree to submit the matter as provided for in Step B below.

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

Date


Clerk

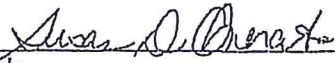
TOWNSHIP OF SHAMONG:



Mayor

6/1/21

Date



Clerk

TOWNSHIP OF SHAMONG

RESOLUTION 2021R-63

**AUTHORIZING EXECUTION OF A
SHARED SERVICES AGREEMENT
WITH TABERNACLE TOWNSHIP
(INSURANCE FOR RESCUE SQUAD)**

WHEREAS, by separate agreement on or about this date, the Township of Shamong (“Shamong”) has entered into an agreement with Tabernacle Rescue Squad (“TRS”) for the provision of emergency medical services within Shamong Township; and

WHEREAS, Tabernacle Township already utilizes Tabernacle Rescue Squad for the provision of emergency medical services within its Township borders, and as such, it already has all related insurance coverage in place; and

WHEREAS, Shamong and Tabernacle have determined it is necessary and appropriate to enter into a Shared Services Agreement in order to allow Tabernacle to be the lead agency with regard to insurance coverage and to allow Shamong to contribute to the costs of same; and

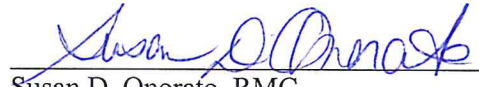
WHEREAS, pursuant to the Uniform Shared Services Act, *N.J.S.A. 40A:65-1 et seq.*, any municipality of the State may enter into a contract with any other municipality for the joint provision of any service that any party to the agreement is empowered to render within its own jurisdiction; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Shamong, County of Burlington, State of New Jersey that the Mayor and

Township Clerk be and are hereby authorized to execute the Shared Services Agreement with the Township of Tabernacle with regard to the provision of all insurance coverages needed to cover Tabernacle Rescue Squad for their provision of emergency medical services within the Township of Shamong, subject to the final review and approval by the Township Administrator and Township Attorney.

I certify that the foregoing Resolution was duly adopted at a regular meeting of the Township Committee of the Township of Shamong held on the 1st day of June 2021.



Susan D. Onorato, RMC
Township Clerk

TOWNSHIP OF TABERNACLE

RESOLUTION 2021-77

**AUTHORIZING EXECUTION OF A SHARED
SERVICES AGREEMENT WITH SHAMONG
TOWNSHIP (INSURANCE FOR RESCUE SQUAD)**

WHEREAS, by separate agreement on or about this date, the Township of Tabernacle ("Tabernacle") has entered into an agreement with Shamong Township for the provision of emergency medical services within Shamong Township; and

WHEREAS, Shamong Township already utilizes Tabernacle Rescue Squad for the provision of emergency medical services within its Township borders, and as such, it already has all related insurance coverage in place; and

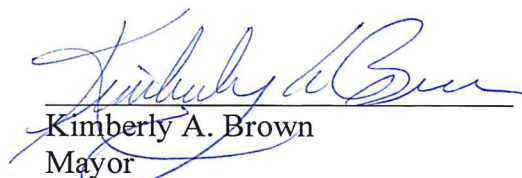
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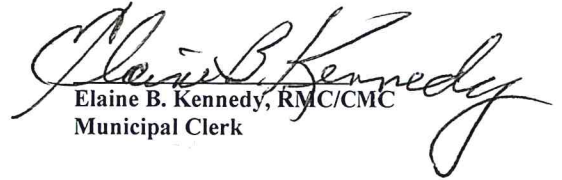

Elaine B. Kennedy, RMC/CMC
Municipal Clerk


Kimberly A. Brown
Mayor

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton					X	
Kimberly A. Brown					X	
Nancy K. McGinnis		X	X			
Samuel R. Moore, III			X			
Robert C. Sunbury, Jr.	X		X			

I, Elaine B. Kennedy, Municipal Clerk of the Township of Tabernacle, do 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 14th day of June 2021.


Elaine B. Kennedy, RMC/CMC
Municipal Clerk

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

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

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Property - \$662; Workers Compensation - \$282)
Municipal Excess Liability (umbrella): \$414
Risk Management: \$95

TOTAL: \$1,691

- B. **SHAMONG** shall provide payment within thirty days of notification or invoicing by **TABERNACLE**.
- 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

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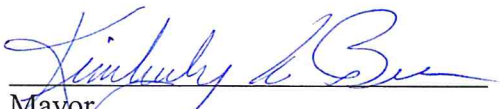
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IN WITNESS WHEREOF, the parties hereto have executed this Shared Services Agreement on the date written below.

TOWNSHIP OF TABERNACLE:



Mayor


Date



Clerk

TOWNSHIP OF SHAMONG:

Mayor

Date

Clerk