

**TOWNSHIP OF CHESTERFIELD  
RESOLUTION 2019-4-5**

**AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT  
WITH THE TOWNSHIP OF MANSFIELD FOR INSURANCE COSTS**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., any municipality of the State may enter into a contract with any other municipality or municipalities for the joint provision within their several jurisdictions of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, Mansfield currently provides insurance coverage for Mansfield Township Ambulance Corps "MTAC"; and

**WHEREAS**, through a competitive contracting process pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-4, et seq., Chesterfield is in the process of contracting with MTAC for emergency service response; and

**WHEREAS**, pursuant to that process it was determined that the most economical method to provide insurance is for Chesterfield to provide an annual sum to Mansfield to pay for a portion of insurance premium costs associated with MTAC; and

**WHEREAS**, the parties have negotiated a Shared Services Agreement, a copy of which is attached hereto; and

**WHEREAS**, the parties desire to enter into this Shared Services Agreement to establish all obligations in connection with this insurance reimbursement, which will become effective following adoption of this Resolution, a corresponding Resolution by Mansfield Township, and execution by both entities of the Shared Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Chesterfield, County of Burlington, State of New Jersey that the Mayor and Township Clerk be and are hereby authorized to execute a Shared Services Agreement with the Township of Mansfield for the provision of insurance to MTAC for coverage of services performed for Chesterfield pursuant to a separate agreement between Chesterfield and MTAC; and

I certify that the foregoing Resolution was duly adopted at a regular meeting of the Township Committee of the Township of Chesterfield held on the 25<sup>th</sup> day of April, 2019.

\_\_\_\_\_  
Caryn Hoyer, RMC  
Township Clerk

## **SHARED SERVICES AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Township of Mansfield**, a municipal corporate body politic, with offices at 3135 Rt. 206 South, Columbus, New Jersey 08022, (hereinafter referred to as “Mansfield”), and the **Township of Chesterfield**, a municipal corporate body politic, with offices at 295 Bordentown-Chesterfield Road, Chesterfield, NJ 08515, (hereinafter referred to as “Chesterfield”).

### **WITNESSETH**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., any municipality of the State may enter into a contract with any other municipality or municipalities for the joint provision within their several jurisdictions of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, Mansfield currently provides insurance coverage for Mansfield Township Ambulance Corps “MTAC”; and

**WHEREAS**, through a competitive contracting process pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-4, et seq., Chesterfield is in the process of contracting with MTAC for emergency service response; and

**WHEREAS**, pursuant to that process it was determined that the most economical method to provide insurance is for Chesterfield to provide an annual sum to Mansfield to pay for a portion of insurance premium costs associated with MTAC; and

**WHEREAS**, the parties desire to enter into a Shared Services Agreement to establish all obligations in connection with the MTAC insurance coverage and reimbursement, which will become effective following adoption of Resolutions by both entities and execution of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants, agreements and considerations contained herein, the parties hereby agree as follows:

Article I. Scope of Services.

A. Mansfield agrees to provide insurance coverage, including workers compensation insurance, to MTAC, which coverage shall extend to MTAC's responses in Chesterfield in accord with the competitive contracting bid submitted by MTAC and accepted by Chesterfield.

Article II. Payment by Chesterfield/Distribution of Revenue

A. Chesterfield shall pay to Mansfield the sum of Five Thousand Five Hundred Sixty-Six Dollars and Seventy Cents (\$5,566.70) ("Payment") as reimbursement of the extension of insurance coverage set forth above. This Payment shall be for the initial term of June 1, 2019 through December 31<sup>st</sup>. Payment will be made in one payment and shall be made on or before June 2, 2019 without the need for issuance of a formal invoice. Each party shall be responsible for its own legal expenses in preparing and negotiating the terms of this Agreement and any amendments thereto.

B. Future annual payments are estimated to be \$9,542.91 (based upon a pro-rata of the above initial term rate). Mansfield shall determine by December 1, 2019 the anticipated annual cost for providing this scope of insurance as set forth above for the year 2020 and each year thereafter and shall report same to Chesterfield. Both Parties may extend this by acting upon annual renewal resolutions. Annual payment shall be due by March 15 of each year thereafter.

Article III. Term of the Contract.

This Agreement shall commence as of June 1, 2019 and shall continue through December 31, 2019. The Parties may further extend this Agreement by mutual agreement for additional

annual renewable terms thereafter. Termination of this Agreement shall only occur by way of the terminating party adopting rescinding legislation and providing written notice of the same to the other party, which said legislation shall be adopted and notice given at least sixty (60) days in advance of any intended effective date.

Article IV. Miscellaneous.

A. 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. This Agreement may be modified from time to time by mutual agreement in written form and authorizing resolutions from both parties.

IN WITNESS whereof, the Parties have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and first year written above.

**TOWNSHIP OF MANSFIELD**

Attest: \_\_\_\_\_  
Linda Semus, Clerk

By: \_\_\_\_\_  
Sean Gable, Mayor

**TOWNSHIP OF CHESTERFIELD**

Attest: \_\_\_\_\_  
Caryn Hoyer, Clerk

By: \_\_\_\_\_  
Rita Romeu, Mayor