

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Middletown COUNTY: Monmouth

RECIPIENT: Township of Holmdel COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

The Township of Middletown will provided animal control services to the Township of Holmdel for a term of three (3) years.

EFFECTIVE DATE: June 1, 2015

EXPIRATION DATE: May 31, 2018

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

RESOLUTION NO. 15-174

TOWNSHIP OF MIDDLETOWN
COUNTY OF MONMOUTH
RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
WITH HOLMDEL FOR PROVISION OF ANIMAL CONTROL SERVICES

WHEREAS, the Township of Holmdel has the need for animal control services; and

WHEREAS, the Township of Middletown is willing and able to provide such qualified services; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) the parties wish to enter an shared services agreement for animal control services.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Middletown in the County of Monmouth, State of New Jersey that the Mayor and Clerk are hereby authorized and directed to execute the Shared Services Agreement attached hereto and made part hereof with Holmdel pursuant to the terms and conditions contained therein for a term of three (3) years with an annual payment of \$20,750 being made to the Township for the services rendered.

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded with executed copies of the Agreement to the Township of Holmdel and the Chief Financial Officer.

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 40A:65-4b, a certified copy of this Resolution and Agreement shall be filed with the Department of Community Affairs Division of Local Government Services.

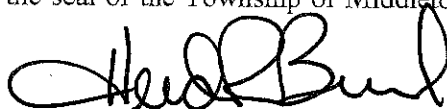
MIDDLETOWN TOWNSHIP COMMITTEE

Committee Member	Approved	Opposed	Abstain	Absent
Mayor Murray	X			
A. Fiore	X			
S. Massell	X			
G. Scharfenberger	X			
K. Settembrino	X			

CERTIFICATION

I, Heidi R. Brunt, Township Clerk of the Township of Middletown, hereby certify the foregoing to be a true copy of a resolution adopted by the Middletown Township Committee at their meeting held June 1, 2015.

WITNESS, my hand and the seal of the Township of Middletown this 1st day of June, 2015.



HEIDI R. BRUNT, TOWNSHIP CLERK, CMC, RMC, CMR

**SHARED SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICES**

This Shared Services Agreement ("Agreement") is hereby made this 15th day of June 2015, between the **TOWNSHIP OF MIDDLETOWN**, a municipal Corporation of the State of New Jersey, with its principal offices located at 1 Kings Highway, Middletown New Jersey 07748 ("Middletown"); and the **TOWNSHIP OF HOLMDEL**, a municipal corporation of the State of New Jersey, with its principal office located at 4 Crawford Corner Road, Holmdel, New Jersey 07733 ("Holmdel").

WITNESSETH

WHEREAS, the above parties desire to enter into an Agreement pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) for the provision of animal control services pursuant to the terms and conditions provided herein:

1. Services Included. Middletown hereby agrees to provide the following animal control services pursuant to all applicable State laws and regulations during all hours:

- a. Pick-up stray dogs, deliver to veterinarian if medical care is needed then to shelter;
- b. Pick-up injured/sick feral cats, deliver to veterinarian if medical care is needed, then to shelter;
- c. Pick-up stray newborn kittens with mother and deliver to shelter;
- d. No active trapping of feral cats that are not injured, not sick, and not with newborn kittens;
- e. Address any and all suspected cases of rabid animals;
- f. Address domestic and wild animals that pose an immediate danger to the public;
- g. Provide basic first aid to injured animals and transport to contracted veterinarian;
- h. Provide rabies sample prep except for owned domestic animals;
- i. Provide animal control officers to assist at rabies clinics;
- j. Provide delivery and transport of rabies samples if County Health not able to do so;
- k. Assist the Holmdel Police Department with dangerous dog cases;
- l. Assist Health Department with animal quarantines and confinements as needed;
- m. Provide 24/7 coverage, all calls after business hours/holidays/weekends follow emergency after hour protocol;
- n. Maintain records required by law and provide monthly statistics; and
- o. Only respond to calls received from Holmdel Township officials and/or Police Department.

2. Services Excluded. This Agreement shall not include any of the following services, which shall remain the responsibility of Holmdel:

- a. Pick-up of deceased animals;
- b. Conducting of rabies clinics;
- c. Quarantines and confinements;
- d. Issuance of tickets or summonses;
- e. Licensing/registration of animals; and
- f. Addressing nuisance wildlife issues.

3. Fees. The fee for the services to be provided by Middletown as outlined in Section 1 of this Agreement shall be \$20,750.00 per year, to be billed and paid on a quarterly basis. Additionally, any and all shelter and veterinary fees incurred will be directly billed to and paid by Holmdel.

4. Term. The initial term of this Agreement shall be for three (3) years commencing from 6/01/2015. Any renewal of this Agreement may only be made with approval of the respective governing bodies of Middletown and Holmdel.

5. Indemnification "Holmdel shall at all times hereafter indemnify and hold Middletown harmless from and against any losses, claims, damages, suits for damage for property and injury to and/or death to persons caused or resulting from the negligent actions or inactions of Middletown in regard to its obligations to Holmdel under this agreement. Nothing herein shall be deemed to indemnify the Township of Middletown with respect to any other obligations it may have or any other obligations it may have to other municipalities under a similar shared services agreement. Notwithstanding the above, Holmdel shall not indemnify or hold Middletown harmless from and against any and all claims, damages, suits for damage to property and injury to and/or death to persons caused or resulting from the purposeful criminal or illegal acts of any agent, officer or employee of Middletown."

6. Other Agreements. Middletown reserves all rights it may have to enter into similar agreements with other local government entities without affecting the terms of this Agreement.

7. Termination. This Agreement may be terminated at any time by either party for any reason upon ninety (90) days notice made by certified U.S. Mail to the Administrator of Middletown and/or Holmdel.

8. Entire Agreement. This Agreement is the entire agreement between the parties, and no alterations, changes or additions hereto shall be made except in writing and approved by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Shared Services Agreement to be signed and attested to by their legal representatives as of the day, month and year indicated above.

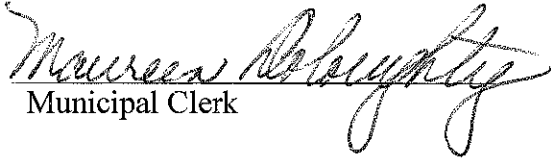
ATTEST:


Heidi R. Brunt, Municipal Clerk

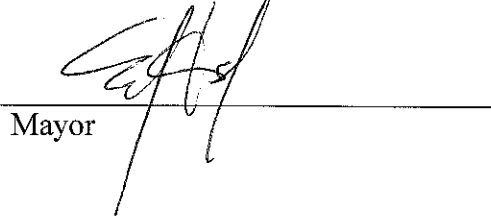
TOWNSHIP OF MIDDLETOWN


Stephanie C. Murray, Mayor

ATTEST:


Municipal Clerk

TOWNSHIP OF HOLMDEL

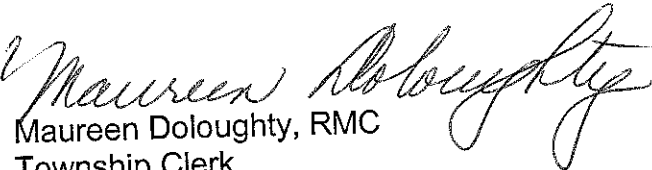

Mayor

RESOLUTION APPROVING SHARED SERVICES FOR ANIMAL CONTROL SERVICES

BE IT RESOLVED by the Mayor and Township Committee of the Township of Holmdel that the Shared Services Agreement between the Township of Middletown and the Township of Holmdel for the provision of animal control services pursuant to the terms and conditions provided by and hereby is approved.

CERTIFICATION

I, Maureen Doloughy, Township Clerk of the Township of Holmdel, do hereby certify this to be a true copy of a Resolution adopted by the Township Committee of the Township of Holmdel at a meeting held on May 19, 2015.


Maureen Doloughy, RMC
Township Clerk