

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Willingboro Township COUNTY: Burlington

RECIPIENT: Township of Edgewater Park COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

Animal Control Services

EFFECTIVE DATE: 4/1/2016

EXPIRATION DATE: 3/31/2017

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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.

**TOWNSHIP OF EDGEWATER PARK
RESOLUTION NO. 2016-49**

*Authorizing Execution of a Shared Service Agreement for Animal Control Services
between the Township of Willingboro and the Township of Edgewater Park*


WHEREAS, the Township of Edgewater Park entered into an Shared Services Agreement with the Township of Willingboro to provide Animal Control services on November 22, 2005 and renewed said contract and terms on April 1, 2011 April 1, 2012; April 1, 2013, April 2014 and April 2015; and

WHEREAS, the Township of Edgewater Park, pursuant to the terms and provisions as set forth in a revised Shared Services Agreement, a copy of which is filed in the Clerk's Office, desires to enter into a new Shared Services Agreement for a one year period, effective April 1, 2016 with the Township of Willingboro pursuant to N.J.S.A. 40A:65-1, et. seq.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Edgewater Park that the Mayor and/or Clerk/Administrator is hereby authorized to execute said agreement on behalf of the Township of Edgewater Park.

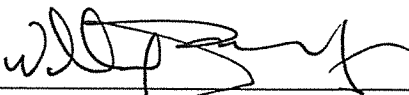
BE IT FURTHER RESOLVED that a copy of the agreement shall be filed with the Division of Local Government Services, Department of Community Affairs.

TOWNSHIP OF EDGEWATER PARK



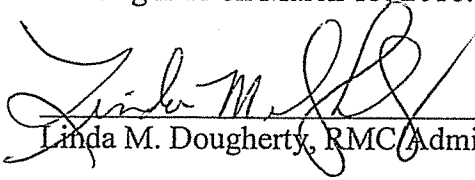
Michael Trainor, Mayor

I, WILLIAM KEARNS, JR. ESQ., SOLICITOR for the Township of Edgewater Park, County of Burlington, State of New Jersey, do hereby certify that the Township Financial Consultant has certified funds available; and that Township Committee approved the above Resolution at their March 15, 2016 meeting.



William Kearns, Jr., Township Solicitor
Firm of Helmer, Conley & Kasselmann, P.A.

I certify that the foregoing Resolution No. 2016-49 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on March 15, 2016.



Linda M. Dougherty, RMC Administrator

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Belgard	✓				
Ms. Kremper	✓				
Mr. McElwee	✓				2nd
Mrs. Perkins	✓				
Mayor Trainor	✓				1st

Resolution 2016-49

I, DANIEL M. DIGANGI, CPA, RMA, PSA, Financial Consultant with Bowman & Company, LLP, for the Township of Edgewater Park, County of Burlington, State of New Jersey, do hereby certify that the funds are available in the 2016 Temporary Budget and shall be provided in the final 2016 budget: T-13-05-286-001 Dog Reserve Trust Account in a base amount of \$13,000.00.

Daniel M. DiGangi
Daniel M. DiGangi, CPA, RMA, PSA

**Shared Service Agreement
For the Provision of Animal Control services**

This Agreement made this 1st day of April, 2016, by and between the Township of Willingboro, a Municipal Corporation with principal offices at the Municipal Complex, One Rev Dr M.L. King Jr Drive, Willingboro, Burlington County, New Jersey, hereinafter called "Willingboro" and Edgewater Park Township, a Municipal Corporation with Principal offices at 400 Delanco Road, Edgewater Park, New Jersey, hereinafter called "Edgewater Park Township," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Edgewater Park Township.

This Agreement shall be for a One (1) Year term commencing on April 1, 2016, and ending March 31, 2017. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension two weeks in advance of the expiration of said term.

Both parties have the right to terminate this agreement by giving the other party Thirty (30) days written notice of the election to do so. Any notice from Edgewater Park Township to Willingboro under or in regard to this Agreement may be served by mailing a copy thereof to "Township of Willingboro" at One Rev Dr M.L. King Jr Drive, Willingboro, New Jersey, or at such other place as Willingboro from time to time in writing may appoint.

Definitions:

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by the municipality to pick-up roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Coverage:

An Animal Control Officer will issue summonses and testify in court for alleged violations of Edgewater Park Township ordinances, and will assist in all Animal Cruelty cases when requested.

In the event that a qualified animal control officer designated by the Township of Willingboro shall be away for an extended period, do to injury or illness, Willingboro shall replace said animal control officer with another qualified person, but if the officer is ill or injured for a short period, there shall be no obligation on the part of Willingboro to substitute for said officer.

Animals picked up by Willingboro shall be delivered to the Burlington County Animal Shelter. Edgewater Park Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Edgewater Park Township, the cost of required veterinarian care shall be the responsibility of Edgewater Park Township.

It is hereby agreed that the ordinary hours shall be between 7 am and 8pm, and that an ordinary response time shall be within 30 minutes after a call is transmitted by the dispatcher of the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls were received without regard to the municipality where it originates; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than other calls.

Financials:

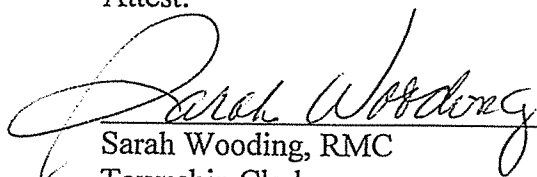
Edgewater Park Township shall pay a fee of \$13,000 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, indemnify, and save harmless Edgewater Park Township, its successors and assigns, from and against any and all loss, damage or injury, together with cost and expenses incidents thereto, arising in any manner, either directly or out of the services contracted of under the terms of this contract, which are performed by or on behalf of Willingboro, whether such loss, damage or injury shall be to property or to persons, and Willingboro shall upon notice assume the defense and cost of any action thereto.

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.


IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed as of the day and the year written above.

Attest:



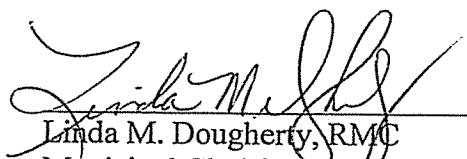
Sarah Wooding, RMC
Township Clerk

Township of Willingboro



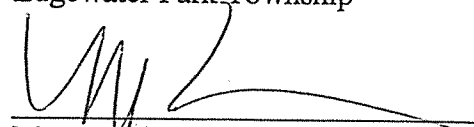
Mayor, Nathaniel Anderson
Date:

Attest:



Linda M. Dougherty, RMC
Municipal Clerk/Administrator

Edgewater Park Township



Mayor, Michael Trainor
Date:

*cc: Police
Edgewater P.
Finance*

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2016 - 84**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENT
WITH THE TOWNSHIP OF EDGEWATER PARK FOR THE PROVISION OF ANIMAL
CONTROL SERVICES.**

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Services Agreement for the provision of municipal services ("Agreement"); and

WHEREAS, the purpose of Shared Services Agreements is to reduce local expenses funded by property taxpayers; and

WHEREAS, the Township Council of the Township of Willingboro and the Township of Edgewater Park desires to enter into a Shared Services Agreement for the provision of Animal Control Services to the Township of Edgewater Park for a fee of \$13,000.00 and a fee for emergency services, in accordance with the agreement attached, beginning April 1, 2016 and expiring March 31, 2016; and

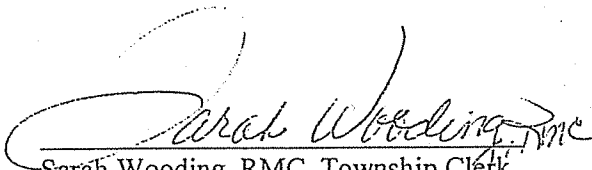
WHEREAS, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto; and

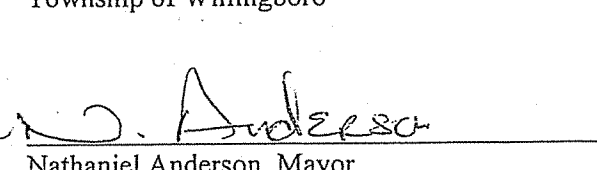
WHEREAS, the sharing of these services is in the public interest and will benefit the Township of Willingboro and the Township of Edgewater Park.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 19th day of April 2016 that the Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement, as attached hereto, between the Township of Willingboro and the Township of Edgewater Park for the provision of Animal Control Services.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Township of Edgewater Park, the Finance Office, and the Police Department for their information and attention.

Township of Willingboro


Sarah Wooding, RMC, Township Clerk


Nathaniel Anderson, Mayor