

**TOWNSHIP COUNCIL OF MOUNT HOLLY TOWNSHIP  
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION NO. 2015-43**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
BETWEEN MOUNT HOLLY TOWNSHIP AND WILLINGBORO TOWNSHIP**

**WHEREAS**, municipalities are authorized by the “Shared Services Act,” N.J.S.A. 40A:65-4 to enter into any contract with a joint provision of any service which any party to the agreement is authorized to render within its own jurisdiction; and

**WHEREAS**, the Township of Mount Holly Township recognizes that it is in its best interest economically, and will realize a cost savings by entering into a Shared Services Agreement with the Township of Willingboro for the purpose of Animal Control Services; and

**WHEREAS**, the parties have agreed to participate as documented in the Shared Service Agreement between the Township of Mount Holly and the Township Willingboro, establishing the respective rights and obligations of the parties regarding the Shared Service Agreement; and.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Holly, County of Burlington and State of New Jersey, as follows:

1. The Mayor and Township Manager are authorized and directed to execute a Shared Services Agreement with the Township of Willingboro for the purpose of providing Animal Control Services to the Township of Mount Holly.
2. The Township Manager and Municipal Clerk are authorized and directed to take any and all further steps necessary to implement the terms of the Shared Service Agreement (January 1, 2015 through December 31, 2015).

On a motion by Mr. Jones, seconded by Mr. Brown, the foregoing Resolution was duly adopted.

Yeas: Brown, Thiessen, Jones and DiFolco

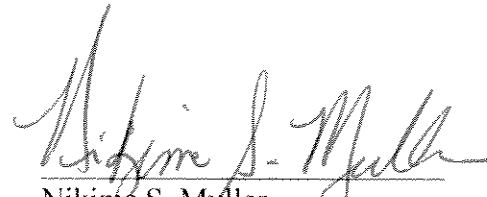
Nays:

Recuse:

Abstain:

Absent: Sykes

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Mount Holly Township Council at a meeting held on May 11, 2015.



Nikima S. Muller  
Acting Township Clerk

Tabled: March 9, 2015



# TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX  
1 Rev. Dr. M.L. King, Jr. Drive  
Willingboro, New Jersey 08046  
(609) 877-2200 FAX (609) 877-1278*

June 4, 2015

Nikima Muller  
Acting Township Clerk  
23 Washington Street  
Mount Holly, New Jersey 08060

RECEIVED

JUN 08 2015

Mount Holly Township

**REFERENCE:** Resolution 2015-84—Resolution Authorizing the Execution of Shared Services Agreement with the Township of Mount Holly for the Provision of Animal Control Services and Shared Services Agreement for the Provision of Animal Control Services

Dear Ms. Muller:

Enclosed is a fully executed copy of Resolution 2015-84 adopted by Willingboro Township Council on June 3, 2015.

Thank you.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

Enclosures

cc: Police (Capt. Ryan)  
for  
Mt. Holly  
for

TOWNSHIP OF WILLINGBORO  
RESOLUTION 2015 - 84

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MOUNT HOLLY 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 Mount Holly desire to enter into a Shared Services Agreement for the provision of Animal Control Services to the Township of Mount Holly for a fee of \$18,000.00 and a fee for emergency services in accordance with the agreement attached beginning January 1, 2015 and expiring December 31, 2015; and

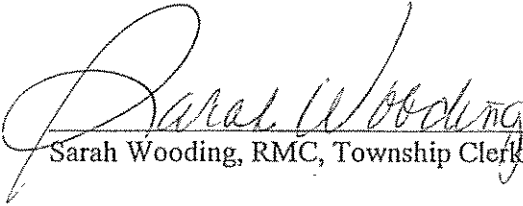
WHEREAS, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto; and

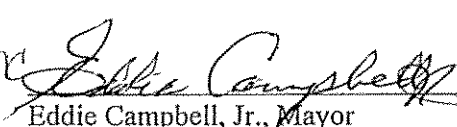
WHEREAS, the sharing of these services is in the public interest and will benefit the Township of Willingboro and the Township of Mount Holly.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 3rd day of June 2015 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 Mount Holly for the provision of Animal Control Services.

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

Township of Willingboro

  
Sarah Wooding, RMC, Township Clerk

  
Eddie Campbell, Jr., Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Darvis Holley				✓
Councilwoman Jacqueline Jennings	✓			
Councilman Chris Walker	✓			
Deputy Mayor Nat Anderson	✓			
Mayor Eddie Campbell, Jr.	✓			

## Shared Service Agreement For the Provision of Animal Control Services

This Agreement made this 1<sup>st</sup> day of January, 2015, 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 the Township of Mt Holly, a Municipal Corporation with Principal offices at 23 Washington St, Mt Holly, New Jersey, hereinafter called "Mt Holly Township," for animal control services.

That Willingboro hereby agrees to perform animal control Services for Mt Holly Township.

This Agreement shall be for a One (1) Year term commencing on January 1, 2015, and ending December 31, 2015. 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 Mt holly 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 Martin Luther King Blvd, 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 Mt Holly 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. Mt Holly 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 Mt Holly Township, the cost of required veterinarian care shall be the responsibility of Mt Holly 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:**

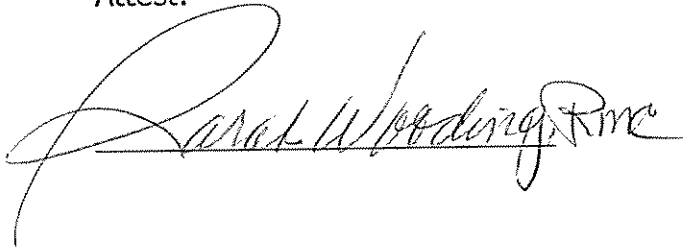
Mt Holly Township shall pay a fee of \$18,000 per year fee for the above mentioned animal control services. A fee of \$50 per call for emergencies will be levied. An Emergency will be established by the risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment to the emergency.

Willingboro hereby assumes all responsibility for its employees and agrees to protect, Indemnify, and save harmless Mt Holly 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.

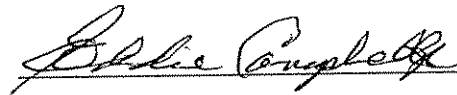
Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

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

Attest:

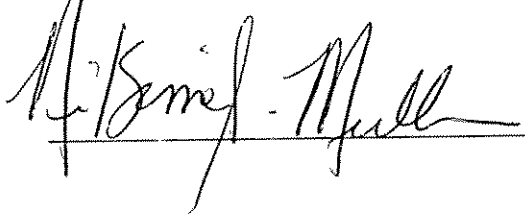


Township of Willingboro

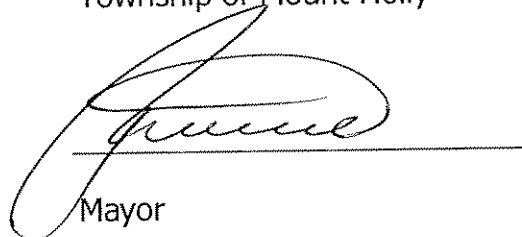


Mayor

Attest:



Township of Mount Holly



Mayor