

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Cape May County COUNTY: Cape May

RECIPIENT: Upper Township COUNTY: Cape May

BRIEF DESCRIPTION OF SERVICE:

Animal Sheltering Services

EFFECTIVE DATE: 2/9/2016

EXPIRATION DATE: 2/8/2021

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 UPPER
CAPE MAY COUNTY
RESOLUTION**

RESOLUTION NO. 39 -2016

**RE: AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
COUNTY OF CAPE MAY FOR ANIMAL SHELTERING SERVICES**

WHEREAS, the County of Cape May has indicated a willingness to renew a Shared Services Agreement with the Township of Upper, whereby the County of Cape May will continue to provide animal sheltering services, subject to terms and conditions set forth in said agreement; and

WHEREAS, the Township Committee of the Township of Upper deems that the renewal of a Shared Services Agreement with the County of Cape May for the purposes expressed herein is in the mutual interest of both parties and also is in the public interest and that such program will promote the public health, safety and welfare; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee, the governing body of the Township of Upper, in the County of Cape May and State of New Jersey, as follows:

1. **SHARED SERVICES AGREEMENT.** Pursuant to the provisions of the Uniform Shared Services and Consolidation Act, (N.J.S.A. 40A:65-1, et seq.) the Township of Upper is hereby authorized and empowered to enter into a Shared Services Agreement with the County of Cape May pertaining to animal sheltering services.

2. **SERVICES TO BE PROVIDED; CONTRACT.** The Shared Services Agreement authorized in paragraph 1 hereof shall cover those services, which are enumerated in said Agreement, a copy of which is attached hereto as Exhibit "A".

3. **AUTHORIZATION TO MUNICIPAL OFFICIALS.** The appropriate Township officers and officials are hereby authorized to take any action necessary or advisable to carry out the intent and purpose of this Resolution. Specifically, the Mayor and Township Clerk are hereby authorized and directed to execute such Shared Services Agreement on behalf of the Township of Upper pursuant to the authority conferred by this Resolution. The Township Clerk is further authorized and directed to seal said Agreement with the official seal of the Township of Upper.

4. COMPLIANCE WITH STATUTORY REQUIREMENTS. The Shared Services Agreement between the County of Cape May and the Township of Upper shall meet and satisfy the requirements of N.J.S.A. 40A:65-1, et seq., as same may be amended and supplemented.

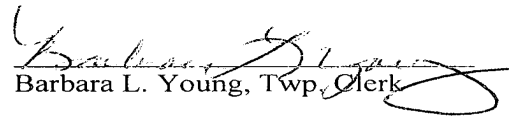
5. CONTRACT TERM. The term of the Agreement shall commence on the date set forth in said Agreement, and shall continue for a term of five (5) years.

6. SEVERABILITY. If any section, subsection, paragraph, sentence or other part of this Resolution is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Resolution, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Resolution directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Resolution shall remain in full force and effect.

7. REPEALER. All Resolutions or parts of Resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency only.

8. EFFECTIVE DATE: This Resolution shall take effect immediately upon final adoption and publication in the manner provided by law.


RICHARD PALOMBO, Mayor


Barbara L. Young, Twp. Clerk

Resolution No. 39 -2016
Offered by: Pierson Seconded by: Barr
Adopted: January 25, 2016

Roll Call Vote:

<u>NAME</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
Barr	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Coggins	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Pierson	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Young	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
Palombo	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 120-16

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH
CERTAIN MUNICIPALITIES WITHIN CAPE MAY COUNTY FOR THE CAPE
MAY COUNTY ANIMAL SHELTER**

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq. (hereinafter "Act") authorizes counties and municipalities to enter into an agreement for the exchange of shared services pursuant to the provisions of that statute; and

WHEREAS, the County has operated the Cape May County Animal Shelter and Adoption Center in accordance with Interlocal/Shared Services Agreements with participating municipal partners since September 1, 2003; and

WHEREAS, the County recognizes the desirability of continuing to operate the Shelter on behalf of its partner Municipalities; and

WHEREAS, the Municipalities recognize their requirements to provide animal control and shelter services in accordance with New Jersey State Law, and desires to continue to utilize such services through the County; and

WHEREAS, both the County and the Municipalities have determined through their governing bodies that the exchange for such services is fair and equitable, and is in the best interests and the health and welfare for the citizens in those jurisdictions, and both parties deem it appropriate to define their rights and responsibilities with respect to the services provided for herein; and

WHEREAS, the parameters of said services, including the exchange of fees for the same, have been outlined in the "Shared Services Agreements for Animal Sheltering Services", which are attached hereto; and

WHEREAS, the following Municipalities have adopted respective Resolutions and executed said Shared Services Agreements:

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 120-16

City of Sea Isle City - Attached hereto as Schedule "A"
Borough of Stone Harbor - Attached hereto as Schedule "B"
Township of Upper - Attached hereto as Schedule "C"

; and

WHEREAS, in consideration for said animal shelter and related associated services, the Municipalities agree to be responsible in accordance with the terms of the Shared Services Agreement, a copy of which is attached hereto and made a part hereof as Schedules "A", "B", and "C".

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Cape May that:

1. All of the above recitals are incorporated herein by reference as if repeated at length.
2. Upon adoption of this Resolution, the appropriate officers of the Board, to wit, the Director and Clerk, are hereby authorized and directed to execute an original and appropriate copies of a form of Shared Services Agreement prepared and approved by County Counsel, with the above listed Municipalities.
3. The term of the Shares Services Agreements shall commence as of the effective date of the Resolutions adopted by the governing bodies of the County and the participating Municipalities, and shall continue for a term of five (5) years ("Initial Term"). If no objection is received by participating Municipalities as to any revised consideration, this Agreement shall automatically renew for an additional five (5) year term ("Renewal Term").

STATEMENT


This Resolution authorizes Shared Services Agreements with certain Cape May County Municipalities for animal sheltering services.

cc: Participating Municipalities
Treasurer's Office
Sheriff's Department / Animal Shelter

STATE OF NEW JERSEY } ss.:
COUNTY OF CAPE MAY }

I, Elizabeth Bozzelli, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the _____ 9th _____ day of

February _____, 20 16 .

Signed, 
Clerk of the Board jm

RECORD OF VOTE						
Freeholders	Ayes	Nayes	Abstain	Absent	Moved	Second
Mr. Desiderio	✓					✓
Ms. Gabor						
Ms. Hayes	✓					✓
Mr. Morey	✓					
Mr. Thornton	✓					

V - Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF CAPE MAY AND
THE TOWNSHIP OF UPPER
FOR ANIMAL SHELTERING SERVICES

THIS AGREEMENT is entered into this this 9th day of February, 201~~8~~ by and between THE COUNTY OF CAPE MAY, hereinafter referred to "County", and THE TOWNSHIP OF UPPER, hereinafter referred to "Municipality".

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq. (the "Act"), authorizes counties and municipalities to enter into an agreement for the exchange of shared services pursuant to the provisions of that statute; and

WHEREAS, the County has operated the Cape May County Animal Shelter and Adoption Center in accordance with Interlocal Agreements with participating municipal partners since September 1, 2003; and

WHEREAS, the County recognizes the desirability of continuing to operate the Shelter on behalf of its partner municipalities; and

WHEREAS, the Municipality recognizes its requirements to provide animal control and shelter services in accordance with New Jersey State Law, and desires to continue to utilize such services through the County for the aforesaid period of time; and

WHEREAS, both the County and the Municipality have determined through their governing bodies that the exchange for such services is fair and equitable, and is in the best interests and the health and welfare for the citizens in those jurisdictions, and both parties deem it appropriate to define their rights and responsibilities with respect to the services provided for herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this agreement, and as authorized by the provisions of N.J.S.A. 40A:65-1 et seq., the parties agree to the nature and extent of services to be performed as follows:

I. PURPOSE. The County shall continue to own and operate the Cape May County Animal Shelter and Adoption Center (“the “Shelter”), a properly licensed and inspected Animal Shelter established and operating in accordance with the provisions of N.J.S.A. 4:19-15.8) for use by the Municipality’s designated licensed Animal Control Officer (as required in accordance with the provisions of N.J.S.A. 4:19-15.16b) and on behalf of its municipal partners.

II. GENERAL PROVISIONS:

- A. The County will continue its operation of the Shelter for the term of the interlocal agreement.
- B. The County agrees to ensure that the Shelter meets all health and safety requirements for human and animal occupancy.
- C. The County agrees to provide for the humane treatment of all animals.
- D. The County agrees to provide for the medical treatment for cats and dogs in the Shelter in accordance with New Jersey State Law, and agrees to provide additional medical care (including inoculations) to animals being offered for adoption.
- E. The County agrees to provide for the acceptance, holding, and disposition of all cats and dogs, in accordance with New Jersey State Law, which the Municipality shall deliver to the Shelter.
- F. In addition to the provisions of State law or regulations, the County agrees to provide for municipal participation in determining the appropriate policies to facilitate the successful operation of the Shelter
- G. The Municipality agrees to ensure the strict adherence to the policies and procedures established by the Shelter and by that Municipality’s Animal Control Officer. The County agrees to provide that written documentation be transmitted to the Municipality of any problems or concerns regarding the professional conduct of the Municipality’s Animal Control Officer as witnessed at the Shelter.
- H. The County agrees to make a good faith effort to research and apply for grants from both the public and private sectors to defray the operational expenses of the Shelter. The County shall provide the resources for this purpose. Administrative costs attributable to successful grant awards will be eligible for reimbursement from the grant funds to the general fund of the county.

III. ADVISORY BOARD:

- A. The County agrees to facilitate the establishment of the Cape May County Animal Shelter Advisory Board, hereinafter referred to as “the Advisory Board”. This Board shall consist of no less than nine (9) and no more than eleven (11) members. The following shall constitute the membership of said Board, upon its formation:
 - 1. One Freeholder, or designee of the Freeholder Board;
 - 2. two (2) Public Citizen members appointed by the Board of Chosen Freeholders;
 - 3. one (1) County based Veterinarian, appointed by the Board of Chosen Freeholders; and
 - 4. one (1) member from each participating municipality said members to be (i) Elected Officials, (ii) senior appointed managers of their respective municipality or (iii) a resident with experience in animal advocacy, veterinary medicine and/or animal sheltering.

- B. The Shelter Manager, Veterinarian of Record and one Municipal Animal Control Officer (as selected by the official members of the Advisory Board”, shall serve as ex officio members. Municipal appointments will be confirmed by Resolution of the Board of Chosen Freeholders. Members of County Administration, as deemed helpful by the Shelter Manager, may be invited to participate in meetings of the Advisory Board as needed to address areas of Shelter operations within their area of expertise or experience.

- C. The Advisory Board, or similar agency, shall insure ongoing dialog between the municipal partners and the County.

- D. Meetings of the Advisory Board, or similar agency, shall take place twice a year or as called by the Shelter Manager; proper notice shall be given to the public in accordance with N.J. State Law. At each such meeting, the Shelter Director shall review animal intake and outtake and other issues related to animal control, staffing, and Shelter operations. The Advisory Board shall be entitled to comment on such report, and to take that information back to their communities.

IV. ANIMAL HOUSING:

- A. The County agrees to accept any cat or dog from the Municipality’s designated Animal Control Officer, and to provide care for such animal as dictated by N.J. State Law.

- B. The County agrees to provide for the acceptance of any cat or dog for surrender from a resident of the Municipality, upon furnishing of proper identification; the collection of any fees associated with this transaction shall be in accordance with duly adopted policies of the Shelter.
- C. The County agrees to provide for the quarantined housing of animals involved in “bite” cases or suspected rabies cases during the legally mandated holding period, as dictated by New Jersey State Law.
- D. Animals remaining in the Shelter after the mandatory holding period prescribed by New Jersey State Law shall become the property of the County Animal Shelter. The animals shall be cared for as directed by the policies established by the Advisory Board. The municipality holds no claim to any animal or to any fees collected or costs associated with the disposition of said animal.

V. SPAY/NEUTER FUND

- A. The County agrees to provide for the establishment of a County-wide Spay/Neuter Fund as part of the services offered by the Shelter. A dedicated Spay/Neuter account shall be established, and funds shall be utilized exclusively for the implementation of the Spay/Neuter Program.
- B. The County Spay/Neuter Fund shall provide funds for the sterilization of animals offered for adoption at the Shelter as well as providing funds as available for a program mirroring the eligibility requirements and process of the existing State of New Jersey Low Cost Spay-Neuter Program. County Spay/Neuter Funds shall supplement the State of New Jersey Low Cost Spay-Neuter Program. This program shall be known as the “Cape May County Animal Population Control Plan.”
- C. As part of this Agreement for Animal Sheltering Services, the Municipality also agrees to participate in Spay/Neuter Program activities
- D. The amount payable to the County Spay/Neuter fund shall be due in “one lump sum payment” on or before February 1st of each year.

VI. ACCESS TO ANIMAL SHELTER:

- A. The County agrees to provide for public access to the Shelter in accordance with the provisions of N.J. State Law, including public hours and non-public working hours.
- B. The Municipality shall reserve the right, upon reasonable notice to the County, to inspect the Shelter at any time when said Shelter is in operation (public and non-public working hours).

- C. The Municipality's designated Animal Control Officer shall be granted 7 day a week, 24-hour access to a portion of the building for the purpose of animal intake. Such access shall be granted in the extent, form, and manner prescribed by the Shelter.

VII. EQUIPMENT:

- A. The County agrees to provide for the equipment, supplies, and materials necessary for the proper care of dogs and cats according to applicable N.J. State Law and Administrative Code.
- B. The Municipality acknowledges responsibility for all equipment related to the Animal Control function.

VIII. INSURANCE: The County agrees to provide for the maintenance of appropriate insurance coverage for the County Animal Shelter. The costs of said insurance will be incorporated into the operating budget of the County Animal Shelter.

IX. REPORTING:

- A. On the first day of each month, the Municipality shall make available to the Shelter records of all newly licensed dogs and cats within the municipality.
- B. Within 15 days of its completion, the Municipality shall provide the Shelter with the results of the annual canvass of dogs (required by N.J.S.A. 4:19-15.15).
- C. The Municipality shall make available monthly to the Shelter, detailed reports from the Municipality's designated Animal Control Officer detailing the date, time, location, conditions, animal description, and other such information as deemed necessary by the Shelter to aid in the determination of the ownership of the animal. This information is in addition to any forms required by the Shelter for intake or recordkeeping purposes.
- D. The County shall make available monthly reports detailing the processing of any intakes from that Municipality. Said reports shall contain information as required by State Statute and Administrative Code.

X. TERM OF AGREEMENT:

- A. The County agrees to provide for said services to the Municipality under the terms of this agreement through its term, as set forth herein, and unless said agreement may be modified by mutual agreement of the parties in

accordance with the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1 et seq.

- B. The term of this Agreement shall commence as of the effective date of the Resolutions adopted by the governing bodies of the County and the participating municipalities, and shall continue for a term of five (5) years (the “Initial Term”). At least six months prior to expiration of the Initial Term, the County shall provide to the participating municipalities an analysis reflecting the actual costs of operation during the Initial Term. These calculations shall be the basis for any revision to the Consideration to be paid to the County by the participating municipalities. Unless a participating municipality objects to any revised Consideration based upon actual Shelter operating costs and terminates its participation in the Shelter under this Agreement three months prior to the expiration of the Initial Term, this Agreement shall automatically review for an additional five (5) year term (the “Renewal Terms”).
- C. Additional services, including but not limited to humane education and community outreach, may be provided by the Shelter if and only if the costs of these services are completely funded under a guaranteed revenue stream.
- D. By signing this Agreement, both parties acknowledge that the Agreement refers to Animal Sheltering Services only; no Animal Control services will be provided under this Agreement.

XI. CONSIDERATION:

- A. The Municipality shall have no ownership, capital, property rights, or equity in the Shelter.
- B. In return for the services outlined in this agreement, the Municipality agrees to provide payment to the County in the amounts and at the times specified on “Schedule A” of this Shared Services Agreement. At least six months prior to expiration of the Initial Term, the County shall provide to the participating municipalities an analysis reflecting the actual costs of operation during the Initial Term. These calculations shall be the basis for any revision to the Consideration to be paid to the County by the participating municipalities.
- C. All payments shall be due and owing on the date stated, without a grace period. In the event that any payment is not received by the due date, then the Municipality shall pay to the County interest at the rate of 18% per annum. If payment is late by more than 30 days, then the County in its sole discretion may terminate the Agreement upon ten days written notice to the Municipality.

RES. NO. 120-16
2/9/16


XI. SUBCONTRACTS. The County of Cape May reserves the right to execute a subcontractor Agreement for the operation of the animal shelter, and any components thereof as described within this document, providing that said subcontractor subscribes wholly to the terms of this Shared Services Agreement to the satisfaction of the County of Cape May and the Municipality.

IN WITNESS THEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

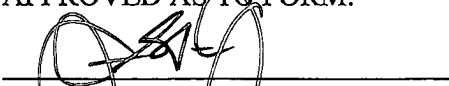

Elizabeth Bozzelli
Clerk of the Board

COUNTY OF CAPE MAY

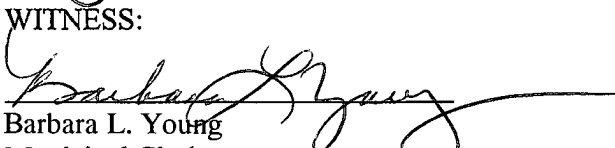
BY: 
Gerald M. Thornton
Freeholder Director

Date: 2/9/16

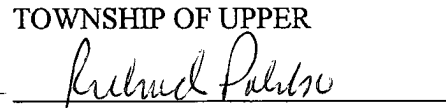
APPROVED AS TO FORM:


James B. Arsenault, Jr., Esquire
County Counsel

WITNESS:

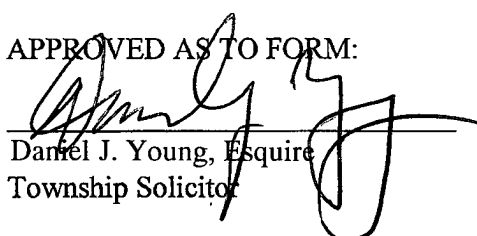

Barbara L. Young
Municipal Clerk

TOWNSHIP OF UPPER


Richard Palombo
Mayor

Date: 1/25/2016

APPROVED AS TO FORM:


Daniel J. Young, Esquire
Township Solicitor

Schedule A
UPPER TOWNSHIP

Schedule A establishes the financial requirements for municipal and County participation. Each increment is based upon a full 12 months at each step, beginning on January 1st and ending on December 31st of each year. Payment of Operating Contract Costs shall be made quarterly on the same schedule as tax disbursement to the County. The contribution to the County Spay and Neuter fund shall be made in a lump sum on or before February 1st of each year.

Year	Annual Spay/Neuter Fund Contribution	Operating Contract Payment 1	Operating Contract Payment 2	Operating Contract Payment 3	Operating Contract Payment 4	Operating Contract Total
2016	\$ 6,847.00	\$ 10,270.00	\$ 10,270.00	\$ 10,270.00	\$ 10,270.00	\$ 41,080.00
2017	\$ 6,847.00	\$ 10,482.75	\$ 10,482.75	\$ 10,482.75	\$ 10,482.75	\$ 41,931.00
2018	\$ 6,847.00	\$ 10,700.00	\$ 10,700.00	\$ 10,700.00	\$ 10,700.00	\$ 42,800.00
2019	\$ 6,847.00	\$ 10,921.25	\$ 10,921.25	\$ 10,921.25	\$ 10,921.25	\$ 43,685.00
2020	\$ 6,847.00	\$ 11,147.00	\$ 11,147.00	\$ 11,147.00	\$ 11,147.00	\$ 44,588.00