

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

DIVISION OF LOCAL GOVERNMENT SERVICES  
2018 JAN -5 P 1:17  
RECEIVED

PROVIDER: Township of Marlboro COUNTY: Monmouth

RECIPIENT: Borough of Matawan COUNTY: Monmouth

**BRIEF DESCRIPTION OF SERVICE:**

2018 Shared Services Agreement for Animal Control Services

EFFECTIVE DATE: January 1, 2018

EXPIRATION DATE: December 31, 2018

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$20,000.00

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

**Borough of Matawan**  
201 Broad Street, Matawan New Jersey 07747



LOCAL GOVT SERVICES

2018 JAN -5 P 1:17

RECEIVED

**Karen Wynne, RMC**

**Municipal Clerk**

(732) 566-3898 Ext. 602

Fax (732) 290-7585

[karen.wynne@matawanborough.com](mailto:karen.wynne@matawanborough.com)

January 2, 2018

Division of Local Government Services  
PO Box 803  
Trenton, New Jersey 08625-0803

Attn: Shared Services

**Subject: Resolution 18-01-21: Authorizing the Execution of a Shared Services Agreement for Animal Control Services Between the Borough of Matawan and the Township of Marlboro**

Gentlemen:

Enclosed please a certified copy of the above subject Resolution with attached Agreement, which was duly adopted by the Governing Body of the Borough of Matawan at its Reorganization Meeting of January 1, 2018 as well as copy of the Township of Marlboro's Resolution #2017-376.

Sincerely,

*Karen Wynne*

Karen Wynne, RMC  
Municipal Clerk

KW:me

Enclosure

Cc: Britanni Miller, Purchasing Assistant, Township of Marlboro – w/Enclosure

**RESOLUTION 18-01-21**

**AUTHORIZING THE EXECUTION OF A  
SHARED SERVICES AGREEMENT  
FOR ANIMAL CONTROL SERVICES  
BETWEEN THE BOROUGH OF MATAWAN AND  
THE TOWNSHIP OF MARLBORO**

**WHEREAS**, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as this Municipality to enter into Shared Service Agreements with other local units; and

**WHEREAS**, the Township of Marlboro, a local unit, has offered to provide Shared Services for Animal Control Services to the Borough of Matawan; and

**WHEREAS**, it is in the best interest of this Municipality to enter into the proposed Shared Services Agreements with the Township of Marlboro.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Matawan that the Borough Administrator be and is hereby authorized to execute the attached Shared Services Agreement for Animal Control Services with the Township of Marlboro, effective January 1, 2018 through and including December 31, 2018 in an amount not to exceed Sixteen Thousand Dollars and No Cents (\$16,000.00), and the same is hereby confirmed pending receipt of Certification As To Available Funding from the Chief Financial Officer of the Borough of Matawan.

**BE IT FURTHER RESOLVED** that a true certified copy of this Resolution shall be forwarded to the following Borough of Matawan Departments: Administration, Clerk, Finance, Police, Public Works, Recreation as well as Township Clerk of the Township of Marlboro, 1979 Township Drive, Marlboro, New Jersey 07746 and the Division of Local Government Services.

**CERTIFICATION AS TO AVAILABLE FUNDING**

I, Monica Antista, Chief Financial Officer of the Borough of Matawan do hereby certify that as of the date

**SHARED SERVICES AGREEMENT FOR ANIMAL CONTROL SERVICES  
BETWEEN  
THE TOWNSHIP OF MARLBORO  
AND  
THE BOROUGH OF MATAWAN**

This Agreement is made this 1st day of January, 2018, by and between the Township of Marlboro ("Township"), with its principal place of business at 1979 Township Drive, Marlboro, New Jersey 07746 and the Borough of Matawan ("Matawan"), with its principal place of business at 201 Broad Street, Matawan, New Jersey 07747.

**WHEREAS**, the Township of Marlboro (the "Township") currently provides animal control services for the Township of Marlboro; and

**WHEREAS**, the Borough of Matawan ("Borough") has requested that the Marlboro Township Animal Control Officer provide animal control services including emergency response for domestic animal incidents, emergency response for sick or dangerous wildlife and enforcement of the Borough's ordinances pertaining to domestic animals; and

**WHEREAS**, the Township and Borough desire to enter into a Shared Services Agreement in order for the Township to provide animal control services to the Borough; and

**WHEREAS**, the provision of animal control services by the Township to the Borough is in the best financial interests of both entities; and

**WHEREAS**, resolutions authorizing this Agreement have been approved and issued by both the Township and Borough;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and consideration recited herein, the parties to this Agreement agree as follows:

**I. Scope of Services**

Animal Control Services in accordance with Marlboro's Standard Operating Procedures (Exhibit A) the Township will provide:

- A. Emergency response for domestic animal incidents.

(2) For cause. By either Party upon ten (10) days written notice to the other Party after the other Party has received such notice specifying the failure to perform and fails to remedy and cure such failure within ten calendar days (10) of written notification.

(3) By failure to extend this Agreement upon its expiration.

B. As set forth in Section A(2), above, each Party shall have an additional ten (10) business days to cure any alleged breach after notification of same by the other party. If the cure requires more than ten (10) business days, the Parties shall immediately initiate steps which may be reasonably deemed to be sufficient to cure the alleged breach and thereafter continues and complies with all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

## **VI. Dispute Resolution**

In the event of a dispute under this Agreement, the parties may enter into mediation proceedings to resolve such dispute, the cost of which shall be borne equally by both parties, and, should mediation not succeed or not be agreed to by both parties, any such dispute shall be heard in a court of competent jurisdiction venued in Monmouth County in the State of New Jersey.

## **VII. Indemnification**

The Borough of Matawan agrees to indemnify, defend and hold harmless the Township of Marlboro, collectively and individually, as well as its agents, servants and employees, for any and all claims, suits, costs, expenses, fees (including legal fees) and from all damages of every kind and description arising out of the performance of this Agreement as set forth herein.

## **VIII. Designated Contact Persons**

A. Pursuant to N.J.S.A. 40A:65-7, the Township of Marlboro hereby designates the Business Administrator, or his designee, as its contact person as required for all written notices and communications.

RESOLUTION # 2017-376

A RESOLUTION OF THE TOWNSHIP OF MARLBORO IN MONMOUTH COUNTY,  
NEW JERSEY AMENDING A SHARED SERVICES AGREEMENT BETWEEN  
THE TOWNSHIP OF MARLBORO AND THE BOROUGH OF MATAWAN  
TO PROVIDE ANIMAL CONTROL SERVICES

WHEREAS, on January 29, 2015 the Township of Marlboro (the "Township") authorized a shared services agreement (R.2015-063) with the Borough of Matawan ("Borough") for animal control services including emergency response for domestic animal incidents, emergency response for sick or dangerous wildlife and enforcement of the Borough's ordinances pertaining to domestic animals; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (the "Act") permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Township of Marlboro ("Marlboro") and the Borough of Matawan ("Matawan") are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey Law to enter into a Shared Services Agreement pursuant to the Act; and

WHEREAS, the Township has the personnel as well as the necessary contracts in place to provide the specified services; and

WHEREAS, the Township and the Borough of Matawan wish to extend the agreement to include calendar year 2018; and

WHEREAS, the Township and Borough have negotiated a Shared Services Agreement, a copy of which is annexed hereto as EXHIBIT A, and the terms of which are incorporated into this resolution as if set forth at length herein; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Marlboro as follows:

1. The above recitals are hereby incorporated into the body of this Resolution as if set forth at length herein.
2. The Shared Services Agreement shall be open to public inspection in the Clerk's office and shall take effect upon