

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Township of Winslow COUNTY: Camden
RECIPIENT: Township of Berlin COUNTY: Camden


BRIEF DESCRIPTION OF SERVICE:

Animal Control Services

EFFECTIVE DATE: 10-20-2015

EXPIRATION DATE: 10-20-2016

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.

Emailed to DCA 10-20-2015 

**SHARED SERVICES AGREEMENT BY AND BETWEEN THE
TOWNSHIP OF WINSLOW AND THE TOWNSHIP OF BERLIN
FOR RECIPROCAL ANIMAL CONTROL SERVICES**

This Document, dated 20 day of October 2015 constitutes a Uniform Shared Services Agreement ("Agreement") pursuant to N.J.S.A. 40A:65-1 et seq., entered into by and between the Township of Winslow (the "Township"), a municipal corporation of the State of New Jersey, with offices located at 125 South Route 73, Braddock, New Jersey 08037 and the Township of Berlin ("Berlin"), a municipal corporation of the State of New Jersey, with offices located at 135 Route 73 South, West Berlin, New Jersey 08091.

WITNESSETH

WHEREAS, Berlin has requested the Township to assist in providing animal control services to Berlin in the absence of their animal control officer; and,

WHEREAS, both Berlin and the Township recognize the need to share animal control services in the event of the absence of their respective animal control officer(s); and,

WHEREAS, the intended purpose of this Agreement is to pursue consolidation of certain services, where practicable, in an effort to reduce costs to the public through the sharing of manpower, equipment and facilities when deemed necessary; and

WHEREAS, the Township and Berlin, by virtue of this document, intend to set forth the terms and conditions of this Agreement; and,

WHEREAS, the proper and respective public officials are or will be authorized to execute this Agreement pursuant to resolutions of the respective Governing Bodies, attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. The Township and Berlin, at their discretion, shall render animal control services to the other. The Township and Berlin are not obligated to provide animal control services until after a determination is made by the Chief of Police of the respective municipality. It is further agreed and understood that the animal control services of the respective municipality shall take precedent over the municipality in need of a animal control services.
 2. The Township and Berlin both agree that no fee will be exchanged for the services rendered for animal control officers of each respective municipalities.
 3. The Township and Berlin both agree that the respective animal picked up by the other municipality will be delivered to that Township's Animal Shelter, and in the event a Veterinarian is needed, each municipality will be responsible for their own bill.
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4. This Agreement shall be for a term of one (1) year and shall be renewed automatically on an annual basis unless a party hereto notifies the other party in writing that it elects not to renew this Agreement prior to the expiration of the then existing term. In addition, either party has

the right to terminate this Agreement at any time upon thirty (30) days written notice to the other party.

5. The Township and Berlin agree to indemnify and hold one another, and its officers, agents and employees, harmless from any and all liability against it arising out of the use of animal control services as set forth in this Agreement.
6. The Township and Berlin agree to furnish Certificates of Insurance specifically naming the other respective Township as an Additional Insured, with insurance limits currently carried on General Liability, Bodily Injury, Workers Compensation, property damage, and motor vehicle insurance.
7. Pursuant to the Single Audit Acts of 1984, the parties agree to allow each party's agents to examine any and all records relevant to this Agreement and shall make same available upon demand at all reasonable times and places for the purpose of auditing the records, reports and documents relative to this Agreement.
8. This Agreement may not be assigned without the formal written consent of both parties.
9. This Agreement represents the entire understanding between the parties and may only be amended or modified in a writing executed by both parties.
10. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.


11. Each party represents that it has been duly authorized by an appropriate Resolution to execute this Agreement. A certified copy of each Resolution authorizing said execution is attached to this Agreement.
12. The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers, and have caused their respective corporate seals to be affixed hereto, all upon the date first above written.

TOWNSHIP OF WINSLOW


By: Mayor Barry Wright

Attest:


Deborah A. Iannaco, RMC
Municipal Clerk

TOWNSHIP OF BERLIN


By: Mayor Phyllis A. Magazzu

Attest:


Catherine Underwood, RMC
Township Clerk

HOLD HARMLESS AGREEMENT

BETWEEN

THE TOWNSHIP OF WINSLOW

125 SOUTH ROUTE 73, BRADDOCK, NJ 08037-9422
856-567-0700

And

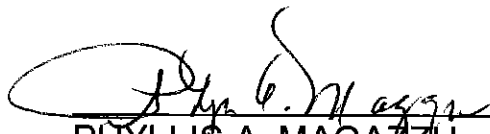
THE TOWNSHIP OF BERLIN

135 Route 73 South, West Berlin, NJ 08091
856-767-1854

In consideration of Animal Control Services, to be provided to the TOWNSHIP OF BERLIN, by THE TOWNSHIP OF WINSLOW, for one (1) year, the undersigned agrees to indemnify and hold the **TOWNSHIP OF WINSLOW** and its officers, agents and employees, harmless from any and all manner of liability, claims, damages, costs and Attorney's Fees, arising out of the use of the property, equipment, or services referred to above.

The TOWNSHIP OF BERLIN also understands that this Hold Harmless Agreement requires the **TOWNSHIP OF WINSLOW** to be indemnified from any losses or damages resulting from the acts or omissions of any person or participant in or related to this service. The TOWNSHIP OF BERLIN agrees to furnish a Certificate of Insurance specifically naming the **TOWNSHIP OF WINSLOW** as an additional insured, providing general liability, bodily injury and property damage coverage, with minimum limits of liability not less than one hundred thousand dollars (\$100,000.00).

Signed this 28th day of September 2015,
as the binding act and deed of The Township of Berlin.



PHYLLIS A. MAGAZZU
MAYOR, TOWNSHIP OF BERLIN

Catherine Underwood

CATHERINE UNDERWOOD, RMC
TOWNSHIP CLERK

SUBMIT TO: OFFICE OF THE MUNICIPAL CLERK
TOWNSHIP OF WINSLOW
125 SOUTH ROUTE 73
BRADDOCK, NJ 08037-9422

DAI

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