

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: TOWNSHIP OF WOODBRIDGE COUNTY: Middlesex

RECIPIENT: Borough of Milltown COUNTY: Middlesex

BRIEF DESCRIPTION OF SERVICE:

Animal Control Services

EFFECTIVE DATE: 2/1/15

EXPIRATION DATE: 1/31/16

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.

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WOODBRIDGE
AND THE BOROUGH OF MILLTOWN**

THIS AGREEMENT, made this 4th day of FEBRUARY, 2015, between the **TOWNSHIP OF WOODBRIDGE**, a municipal corporation of the State of New Jersey located at 1 Main Street, Woodbridge, New Jersey 07095 (the “**TOWNSHIP**”) and the **BOROUGH OF MILLTOWN** located at 39 Washington Avenue, Milltown, New Jersey 08850 (the “**BOROUGH**”).

WHEREAS, the Township possess licensed animal control staff and maintains the Woodbridge Township Animal Shelter (the “Shelter”) for the control of domestic animals and the housing and care of domesticated animals that are lost and abandoned; and

WHEREAS, the Borough is desirous of obtaining animal control services for the control, care, and housing of lost and abandoned domesticated animals found within their borders to comply with the laws of the Sate of New Jersey; and

WHEREAS, the Township and the Borough understand and agree that animal control services for domesticated animals found in Milltown is of significant importance to the protection of the residents of Milltown; and

WHEREAS, both the Township and the Borough are desirous of entering into an agreement under the parameters of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., in which animal control services for domestic animals found within the Borough of Milltown will be provided by the Township;

NOW, THEREFORE, in consideration of the mutual and joint obligations set forth herein, the Township and the Borough do hereby agree as follows:

1. The Township, through the Woodbridge Department of Health and Human Services, hereby agrees to provide animal control services for domestic animals found within the Borough for a period of one (1) year commencing February 1, 2015 and ending January 31, 2016 subject to the conditions of this agreement.

2. The Borough shall pay the Township the yearly sum of \$10,500 in quarterly payments of equal amount, commencing March 1, 2015.

3. The Township shall respond to animal control related calls for service in the Borough during the normal daytime working hours. Daytime shall mean between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except for recognized holidays.

4. The Township shall respond to emergency calls for animal control related services in the Borough outside normal working hours as defined in paragraph 3. Emergency calls shall be defined and determined by the Woodbridge Department of Health and Human Services and the animal control staff.

5. The Township shall, as part of the animal control related service, remove stray and lost domestic animals from the public areas of the Borough, respond to animal bite reports, respond to running at large reports, remove trapped animals and related activities in the Borough, excluding the removal of dead animals, domestic or wild.

6. Calls for services shall be made through the Borough Police dispatchers to the Township Animal Control Division, except that outside normal working hours the Borough shall contact the Township Police dispatchers to request emergency service.

7. The Township shall, as part of the animal control related service, allow Borough residents access to the Shelter services including the surrendering of animals to the Shelter which shall be made according to existing Shelter rules and fees. Animal control related services not included in this agreement, such as private animal transport, shall be rendered as available and in accordance with the Shelter fee schedule.

8. The Township shall, as part of the animal control service, follow the current Woodbridge Township Animal Shelter policy for outside cats (Outside cat policy) in responding to all outside cat complaints and issues in the Borough.

9. The Township shall shelter, feed, provide veterinary care as required and otherwise provide care for the animals brought or surrendered to the Shelter under this agreement. The Township shall shelter, handle and dispose of all animals according to N.J.S.A. 4:19-15.16. After reasonable effort to contact owner, animals unclaimed after ten days shall be made available for adoption.

10. The Township shall maintain accurate records of each animal impounded and the disposition of animals as well as the yearly state report of animal related activities within the Borough.

11. The Township shall be entitled to redeem or present for adoption any animal acquired under this Agreement and shall retain all fees collected by the Township from Borough residents from redemptions, adoptions, or related activities, as detailed in the existing Township Animal Control Ordinances, resulting from animal control service to the residents of the Borough or the kenneling of any and all animals domesticated or otherwise received from the Borough under this Agreement.

12. Each Party shall at all times hereafter indemnify and hold the other harmless from and against any and all losses, claims, damages, suits for damage for property and injury to and/or death to persons caused or resulting from the actions or inactions of the said Party in regard to any of its respective obligations agreed to herein.

13. As provided for in N.J.S.A. 40:8A-4, this Agreement shall take effect upon the adoption of an approving resolution by the Township and an approving resolution by the Borough. Upon proper execution and attestation of this agreement, the proper officials of each of the parties are hereby authorized and directed to make and perform any and all acts necessary to carry out the purposes of this agreement.

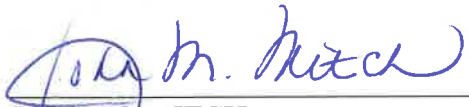
14. The Township reserves the right to enter into agreements similar in form to this instrument with any other municipality.

15. This Agreement is the entire agreement between the parties, and no alterations, changes or additions hereto shall be made except in writing and approved by both parties. The Township or the Borough can cancel this agreement for any reason upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the Township and the Borough shall cause this Agreement to be executed by their proper corporate officials and their proper corporate seals affixed this day and year above written.

ATTEST:

TOWNSHIP OF WOODBRIDGE



JOHN M. MITCH
MUNICIPAL CLERK

By: 


JOHN E. McCORMAC, MAYOR

ATTEST: James P. Nolan, Jr.
Law Director

BOROUGH OF MILLTOWN



MICHAEL S. JANUSZKA
MUNICIPAL CLERK

By: 

ERIC A. STEEBER,
MAYOR

**RESOLUTION
R15-042**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to contract with each other for shared services; and

WHEREAS, the Township of Woodbridge has the personnel, equipment and facilities to provide animal control services and animal impoundment services; and

WHEREAS, the Borough of Milltown wishes to enter into a Shared Services Agreement with the Township of Woodbridge for the purpose of Animal Control Services and Animal Impoundment Services, for a one (1) year time period commencing on February 1, 2015 and ending on January 31, 2016; and

WHEREAS, a proposed Agreement has been prepared, copy attached hereto, for the Township of Woodbridge to provide the Borough of Milltown with Animal Control Services and Animal Impoundment Services; and

WHEREAS, the Borough Council is of the opinion that entering into said agreement with the Township of Woodbridge is in the best interests of the residents of the Borough of Milltown;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Milltown, County of Middlesex, State of New Jersey, that the Mayor and Borough Clerk be, and they are hereby authorized to execute and submit to the Township of Woodbridge the attached Agreements for Animal Control Services and Animal Impoundment Services.

Dated: January 12, 2015

I, Michael S. Januszka, Clerk of the Borough of Milltown hereby certify that the foregoing is a true copy of a resolution duly adopted by the Borough Council of the Borough of Milltown, Middlesex County, State of New Jersey at a regular meeting held on January 12, 2015.


Michael S. Januszka, RMC
Borough Clerk