

# Memorandum

## Law Department

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**To:** Joseph Bodek, City Clerk

**From:** Dana Tristao-Law Department

**Date:** 4/17/2014

**Re:** Agreement-Winfield Animal Controls Services for the Year 2014

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Attached hereto is a fully executed Agreement regarding the above captioned. Resolution No. 2014-104 approving same was passed at the January 21, 2014 Council Meeting. Date of Agreement is 1/1/2014.

**cc:** Nancy Koblis, Health Officer

RECEIVED

APR 16 2014

CLERK'S OFFICE

## SHARED SERVICES AGREEMENT

WHEREAS the Township of Winfield and the City of Linden have, by Resolution, indicated a desire to enter into an agreement for the providing of animal control services and providing for the payment thereof;

It is hereby agreed and understood between the Township of Winfield and the City of Linden as follows:

1. The City of Linden has engaged the services of a qualified and certified individual to perform the duties of Animal Control Officer under the jurisdiction of the Linden Board of Health, and will provide the necessary vehicle(s), equipment, facilities and other items necessary to accomplish such purpose.

2. The said Animal Control Officer shall provide such services on a 24 hour basis within the Township of Winfield and City of Linden. The precise scope of such services shall be agreed upon by the parties at a subsequent time and shall become part of this Agreement by reference.

3. The Township of Winfield shall pay the City of Linden for the aforesaid services the annualized charge of \$2,460.00 for the year 2014, in monthly installments, payable on or before the first day of each month to the Municipal Treasurer.

4. The term of this Agreement shall be January 1, 2014 through December 31, 2014, and shall be deemed reviewed for successive one year periods unless one party hereto advises the other in writing of its desire not to renew within ninety (90) days of December 31st of a given year. The amount to be paid by the Township of Winfield as set forth in paragraph 3, supra, shall be increased each January 1st in an amount to be agreed upon by the parties, but in no event an amount less than the actual increase in costs to the City of Linden attendant to the providing of such services.

5. The Township of Winfield shall provide a Certificate of Insurance reflecting liability coverage for all acts, omissions and services rendered by said Animal Control

Officer in the amount of One Million Dollars (\$1,000,000.00), and naming the City of Linden as a named insured thereon.

6. This contract shall be governed and construed in accordance with the laws of the State of New Jersey. Any disputes arising hereunder shall be submitted to binding Arbitration.

WHEREFORE, the parties have hereunto set our hands on the date written.

**CITY OF LINDEN**

By Richard J. Gerbounka  
Richard J. Gerbounka, Mayor

ATTEST: Joseph C. Bodek  
Joseph C. Bodek, City Clerk

DATE: April 16, 2014

**TOWNSHIP OF WINFIELD**

By Margaret M. McManus  
Margaret M. McManus, Mayor

ATTEST: Laura Reinertsen  
Laura Reinertsen, Township Clerk

DATE: \_\_\_\_\_

**RESOLUTION APPROVING A SHARED SERVICES AGREEMENT  
FOR ANIMAL CONTROL SERVICES WITH THE TOWNSHIP OF  
WINFIELD FOR 2014**

WHEREAS, as a result of the closing and termination of animal control services by the Union County Society for the Prevention of Cruelty to Animals the Township of Winfield has requested to enter into a Shared Services Agreement with the City of Linden; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizenry that the City of Linden provide such services; and

WHEREAS, the Township of Winfield has indicated its willingness to enter into said agreement and share such costs and services as aforesaid;

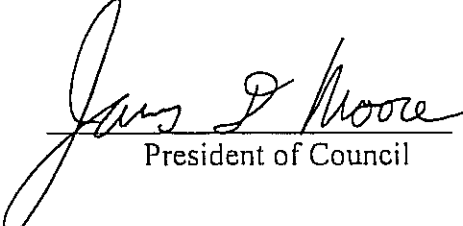
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LINDEN that the Mayor and City Clerk be and hereby are directed and authorized to execute a Shared Services Agreement with the Township of Winfield wherein said services will be provided, and wherein it shall be reflected that the Township of Winfield will pay the City of Linden a charge of \$205.00 per month, in monthly installments, payable on or before the first day of each month to the Municipal Treasurer, commencing January 1, 2014 and terminating December 31, 2014 and:


BE IT FURTHER RESOLVED that a duly executed copy of this Resolution be forwarded to the Clerk of the Township of Winfield; and

BE IT FURTHER RESOLVED that this Resolution be published and take effect pursuant to law.

PASSED: January 21, 2014

APPROVED: January 22, 2014

  
President of Council

  
Mayor

ATTEST:

  
City Clerk



**TOWNSHIP OF WINFIELD RESOLUTION 13-48  
COUNTY OF UNION, STATE OF NEW JERSEY  
ANIMAL CONTROL SERVICES FOR THE YEAR 2014**

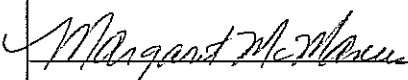
**WHEREAS**, as a result of the closing and termination of animal control services by the Union County Society for the Prevention of Cruelty to Animals, the Township of Winfield entered into an Interlocal Services Agreement with the City of Linden since 2000 for sharing the costs of such services; and

**WHEREAS**, the Township of Winfield is desirous of continuing to share such costs and services as aforesaid; and

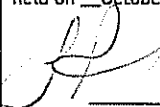

**WHEREAS**, it is in the best interests of the health, safety and welfare of the citizenry that the Township of Winfield continue to provide such services; and

**THEREFORE BE IT RESOLVED**, that the Mayor and Township Clerk be authorized to enter into an Interlocal agreement with the City of Linden, wherein said services will be provided for an annual charge of \$2,460.00 for the year 2014, payable in monthly installments of \$205.00.

**Dated: October 21, 2013**

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
 MAYOR MARGARET McMANUS			✓			
COMM. ONEIDA M. BRAITHWAITE	✓					
COMM. GARY J. GENZ					✓	

CERTIFICATION: I hereby certify that the above Resolution was adopted by the Township Committee of the Township of Winfield at a meeting held on October 21, 2013.

Laura Reinertsen, Twp. Clerk

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polic(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MELJIF Underwriting Manager Municipal Excess Liability Joint Insurance 9 Campus Drive, Suite 16 Parsippany, NJ 07054	CONTACT NAME: Joseph P Hrubash
	PHONE (A/C, No Ext): (973) 659-6577      FAX (A/C, No Ext) (856) 830-1455 EMAIL ADDRESS: jhrubash@connerstrong.com
<b>INSURED</b> Winfield Township 12 Gulfstream Avenue Winfield, NJ 07036	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: PUBLIC ALLIANCE INSURANCE COVERAGE FUND
	INSURER B: Municipal Excess Liability Joint Insurance Fund
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**


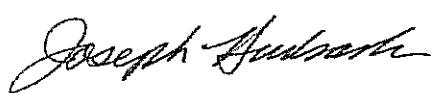
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	Y		PAIC140104-97	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 300,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED. EXP. (Any one person)	\$
							PERSONAL & ADV. INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG.	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/>	N		PAIC140104-97	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (EA accident)	\$ 300,000
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED    RETENTION \$	Y		MEL01140187	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 4,700,000
							AGGREGATE	\$ 4,700,000
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N    N/A			PAIC140104-97	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU TORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)

ANY ALTERATIONS WILL VOID THIS CERTIFICATE.

Certificate holder is included as "additional insured", ATIMA, for General Liability and Excess Liability pursuant to the terms, conditions, limitations, and exclusions of the JIF Casualty Insurance Policy (but only as respects to the sole negligence of the Insured) Shared Services Agreement with Animal Control for 2014.

<b>CERTIFICATE HOLDER</b> City of Linden Law Department 301 N.Wood Avenue Linden, NJ 07036 	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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