

**RESOLUTION 2018-142**

**WASHINGTON TOWNSHIP SHARED SERVICES AGREEMENT  
FOR SHARING ANIMAL CONTROL OFFICER VEHICLE BETWEEN THE  
TOWN OF HACKETTSTOWN AND THE TOWNSHIP OF WASHINGTON**

**AGREEMENT**

NOV 13 2018

**AGREEMENT**, made this 21<sup>st</sup> day of August, 2018 by and between the Township of Washington, 211 Route 31 North, Washington, New Jersey 07882 and the Town of Hackettstown, 215 W. Stiger Street, Hackettstown, NJ 07840 Animal Control Officer (ACO) Vehicle Shared Services Agreement Resolution, hereinafter referred to as the "Designated Municipalities".

**WITNESSETH:**

**WHEREAS**, Township of Washington is desirous of sharing the Township of Washington's ACO vehicle with other municipalities in accordance with the terms of this Agreement; and

**WHEREAS**, the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 et seq.) authorizes and empowers the Township of Washington to enter into the Agreement.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

1. **Scope of Services**

The Township of Washington agrees to lend a ACO vehicle from the Township of Washington to Warren County municipalities as support for animal control services outside of Washington Township's boundaries and for efficiency and effectiveness of operations

It must be clearly understood by all parties concerned that the Township of Washington's ACO vehicle must be available for Township of Washington's projects whenever needed. Therefore, the ACO will only be available whenever not in use or scheduled to be used for a Township of Washington project and then, it will only be made available at the sole discretion of the Township of Washington contact person.

2. **Term**

This Agreement shall extend from August 21, 2018 until an updated original Resolution of the Township Committee of the Township of Washington is adopted by Township of Washington for the purposes of updating the terms set forth herein.

3. **Compensation**

The Town of Hackettstown will pay the Township of Washington an annual fee of \$1000.00.

The above annual amounts shall be paid in equal quarterly installments due: March, June, September and December of each year during the term.

4. Contact Person

The Town of Hackettstown agrees to appoint a person to act as a liaison to serve as the Contact Person with the Animal Control Officer of the Township of Washington in order to support and facilitate the orderly and efficient distribution of ACO vehicle and related information to the Township of Washington's Administrator.

5. Effective Date

This Agreement shall become effective as of August 21, 2018, upon passage of Resolution #2018-142 by the Township of Washington.

6. Level of Service

The Township of Washington agrees to provide all services in a professional and workmanlike manner.

7. Power and Authority of Township of Washington

The Township of Washington, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities and obligations under the contract.

8. Other Agreements

The Township of Washington reserves the right to enter into any other contracts with other public or private entities for the performance of any services which may be included within the scope of services provided in this Agreement.

9. Dispute of Payment

In the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with paragraph 3 shall be paid.

10. Indemnification

The Town of Hackettstown and the Township of Washington hereby indemnifies and holds the other harmless against all losses, claims or liabilities of any kind (including reasonable attorney's fees and costs) for personal injury or property damages arising out of the actions taken by either party pursuant to this Agreement.

11. Insurance

During the term of this Agreement, the Township of Washington will keep in force at its expense, (i) public liability insurance including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; (ii) property damage insurance for loss or damage of \$100,000.00; and (iii) automobile liability, bodily injury and property damage: combined single limit of \$1,000,000.00. The Town of Hackettstown shall provide a Certificate of Insurance naming the Township of Washington as additional insured.

12. Miscellaneous

This Agreement may only be modified in writing, duly authorized, signed and forwarded to the Mayor of each Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the following addresses:

FOR THE TOWN OF HACKETTSTOWN:

Town of Hackettstown  
William W. Kuster, Clerk/Administrator  
Municipal Building, 215 W. Stiger Street  
Hackettstown, NJ 07840

FOR THE TOWNSHIP OF WASHINGTON:

Township of Washington  
Peter H. deBoer Jr., Administrator  
211 Route 31 North  
Washington, NJ 07882

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and approved by the Township Committee of the Township of Washington.

15. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any Court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

TOWNSHIP OF WASHINGTON

  
Signature Municipal Clerk

  
Signature Mayor


Date: 9/4/18

Date: 9/4/18

ATTEST:

ANIMAL CONTROL OFFICER

  
Signature

  
Signature

Date: 8/22/18

Date: 8/22/18

ATTEST:

TOWN OF HACKETTSTOWN

  
Signature Municipal Clerk

  
Signature Mayor

Date: 9-14-18

Date: 9-14-18