

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Windsor Township COUNTY: Camden

RECIPIENT: Berlin Township COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

Reciprocal Animal Control
Services in the absence of a
Animal Control Officer

EFFECTIVE DATE: 10-8-2013

EXPIRATION DATE: 10-8-2014

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

This Document, dated 8th day of October, 2013 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.
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.

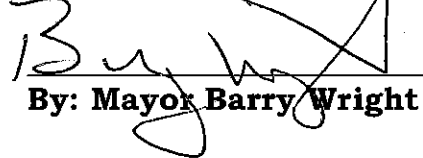
5. The Township and Berlin agree to indemnify and hold one another, and its officers, agents and employees, harmless from any and all liability against it arising out of the use of animal control services as set forth in this Agreement.
6. The Township and Berlin agree to furnish Certificates of Insurance 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

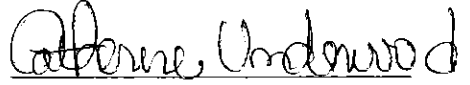
Attest:


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

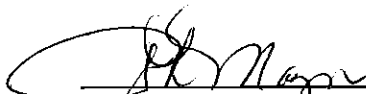
THE TOWNSHIP OF BERLIN

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 23 day of September 2013,
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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RESOLUTION NO.: R-2013- 325

**TOWNSHIP OF WINSLOW
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

***RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICES
BETWEEN THE TOWNSHIP OF WINSLOW AND THE
TOWNSHIP OF BERLIN, IN THE COUNTY OF CAMDEN,
STATE OF NEW JERSEY***

WHEREAS, the Township of Berlin has requested of the Township of Winslow to provide animal control services whenever there is a need for an animal control officer in the Township of Berlin; and,

WHEREAS, the Township of Berlin will reciprocate in providing animal control services to the Township of Winslow should there be a need for an animal control officer in Winslow; and,

WHEREAS, this request has been reviewed and approved by the appropriate Township Officials; and,

WHEREAS, a Shared Services Agreement pursuant to the Uniform Shared Services Act (N.J.S.A. 40A:65-1 et seq.) has been negotiated by and between the parties and attached hereto as Exhibit "A" and which establishes the terms and conditions thereof.

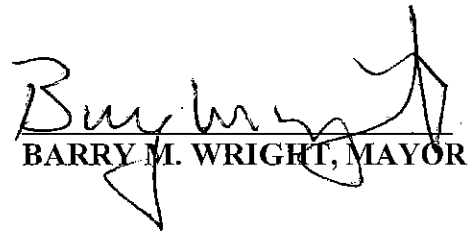
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Winslow, County of Camden, and State of New Jersey that a Shared Services Agreement attached hereto for animal control services between the Township of Winslow and the Township of Berlin is hereby approved.


R-2013- 325

BE IT FURTHER RESOLVED that the appropriate Winslow Township Officials are hereby authorized to execute said Shared Services Agreement conditioned upon:

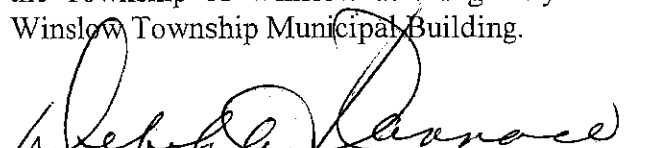
1. Adoption of a Resolution by the Township of Berlin authorizing and approving the Shared Services Agreement with Winslow Township;
2. A Certificate of Liability Insurance shall be provided by the Township of Berlin naming the Township of Winslow as an additional insured with insurance limits currently carried by the Township of Berlin. This shall include General Liability, Bodily Injury, Workmen's Compensation, property damage and motor vehicle insurance.
3. A Hold Harmless Agreement shall be provided by the Township of Berlin in the form and language attached hereto and made a part hereof

Adopted: September 10, 2013


BARRY M. WRIGHT, MAYOR


**DEBORAH A. IANNACO, RMC,
MUNICIPAL CLERK**

Certified to be a true copy of a Resolution adopted by the Mayor and Township Committee of the Township of Winslow at a regularly scheduled meeting on **September 10, 2013** at the Winslow Township Municipal Building.


**DEBORAH A. IANNACO, RMC
MUNICIPAL CLERK**

Dated: 9/11/2013

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RESOLUTION 2013- 174 RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AGREEMENT FOR SHARED SERVICES BETWEEN BERLIN TOWNSHIP AND WINSLOW TOWNSHIP FOR ANIMAL CONTROL SERVICES

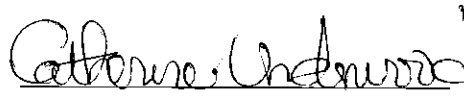
WHEREAS, the Township of Berlin desires to Share Services by and between the Berlin Township and Winslow Township; and

WHEREAS, both Winslow Township and Berlin Township recognize the need to share animal control services in the event of the absence of their respective animal control officers; and

WHEREAS, the Township of Berlin has determined that a shared service agreement with Winslow Township would be beneficial to Winslow Township and Berlin Township.


NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Berlin that the shared services agreement between Berlin Township and Winslow Township is hereby approved.


Phyllis Magazzu,
Mayor


Catherine Underwood,
Township Clerk

It is hereby certified that the foregoing is a true and correct copy of a resolution duly adopted by the Mayor and Council of the Township of Berlin at a meeting held the September 23, 2013.

Dated: September 23, 2013


Catherine Underwood,
Township Clerk