

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: BOROUGH OF HELMETTA COUNTY: MIDDLESEX

RECIPIENT: MARLBORO TWP COUNTY: MONMOUTH

BRIEF DESCRIPTION OF SERVICE:

ANIMAL IMPOUNDMENT SERVICES

EFFECTIVE DATE: 11/19/12

EXPIRATION DATE: 12/31/2014

Please submit this cover sheet with shared service agreement either via email to ECC@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.

RESOLUTION # 2012-380

AUTHORIZING A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF HELMETTA FOR ANIMAL IMPOUNDMENT
SERVICES THROUGH DECEMBER 31, 2014
PURSUANT TO N.J.S.A. 40A:65-1 ET SEQ.

WHEREAS, the Borough of Helmetta ("Borough") owns and operates a Municipal Animal Shelter; and

WHEREAS, the Township of Marlboro wishes to enter into a Shared Services Agreement with the Borough for the provision of animal impoundment services which include full-time 24x7 boarding, feeding and medical care; and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1 et seq. authorizes local units (as defined in said Act), to enter into joint agreements for the provision of governmental services, including the animal impoundment services contemplated herein by adoption of a resolution therefor; and

WHEREAS, the proposed Shared Services Agreement for the provision of such animal impoundment services is on file in the Township Clerk's office in accordance with the provisions of N.J.S.A. 40A:65-5(b); and

WHEREAS, funds will be certified by the Chief Financial Officer for this purpose upon adoption of the 2013 Municipal Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Marlboro, that the Mayor and Township Clerk are hereby authorized and directed to execute and witness, respectively, a Shared Services Agreement with the Borough of Helmetta for the provision of animal impoundment services through December 31, 2014; and

BE IT FURTHER RESOLVED, that, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., such Agreement shall be filed with and open to the public for inspection at the offices of the Town Clerk, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto; and

BE IT FURTHER RESOLVED, that, pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes; and

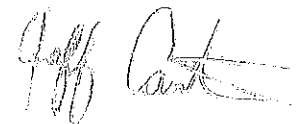
BE IT FURTHER RESOLVED that a duly certified copy of this Resolution be forwarded to the following parties:

- a. Borough of Helmetta
- b. Division of Local Government Services, Dept. of Community Services
- c. Township Business Administrator

OFFERED BY: METZGER AYES: 5

SECONDED BY: MARDER NAYS: 0

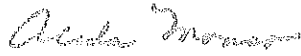

ALIDA MANCO
MUNICIPAL CLERK


JEFF CANTOR,
COUNCIL PRESIDENT

11/19/12

CERTIFICATION

I hereby certify the above to be a true and exact copy of a Resolution adopted by the Township Council of the Township of Marlboro at a meeting held on 11-19-12


Township Clerk

FEE SCHEDULE					
SERVICE	2012	2013	2014	2015	2016
ADMINISTRATIVE FEE	\$100.00	\$100.00	\$102.00	\$104.00	\$106.00
PER DOG	\$100.00	\$100.00	\$102.00	\$104.00	\$106.00
PER CAT	\$90.00	\$75.00	\$76.50	\$78.00	\$79.50
PER KITTEN	N/A	\$30.00	\$31.00	\$31.60	\$32.20
OTHER	\$25.00	\$25.00	\$25.50	\$26.00	\$26.50
REDEMPTION FEE	\$10.00	\$10.00	\$10.20	\$10.40	\$10.60
SPECIAL CIRCUMSTANCE	\$25.00	\$25.00	\$25.50	\$26.00	\$26.50
10 DAY RABIES QUARANTINE	\$175.00	\$175.00	\$178.50	\$182.00	\$185.70
RABIES PREP	\$75.00	\$75.00	\$76.50	\$78.00	\$79.60

AGREEMENT FOR ANIMAL IMPOUNDMENT SERVICES

This **AGREEMENT** dated this _____ day of _____, 2012 is by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and **MARLBORO TOWNSHIP** (the "Municipality") with its principal offices located AT 1979 Township Drive, Marlboro New Jersey 07746 (collectively the "Parties").

WHEREAS, Helmetta owns and operates a municipal animal shelter (the "Shelter"); and

WHEREAS, the Shelter complies with all New Jersey State Health Department regulations and Middlesex County Health Department regulations; and

WHEREAS, the Municipality is in need of animal impoundment services; and

WHEREAS, Helmetta and the Municipality would like to enter into a shared services agreement wherein Helmetta provides animal impoundment services to the Municipality; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4 of the Uniform Shared Services Act, Helmetta and the Municipality are authorized to enter into a shared services agreement provided that the agreement is duly authorized by the governing bodies of each municipality; and

WHEREAS, Helmetta and the Municipality have each adopted resolutions authorizing the execution of this shared services agreement (the "Agreement").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties do hereby covenant and agree each with the other as follows:

1. **Services.** Helmetta shall provide the Municipality with full-time kennel services at the Shelter for the term of this Agreement. For the purposes of this Agreement, full-time kennel services shall mean housing, feeding and providing appropriate and necessary veterinary care for qualifying animals from the Municipality on a 24 hour per day, seven days per week basis. By entering into this Agreement, the Municipality agrees to abide by Helmetta's impoundment procedures, which procedures will be provided to the Municipality's Animal Control Officer ("ACO"), and which is attached to this Agreement as "Exhibit A".

2. **Animal Shelter Fees.** In consideration of the services to be provided by Helmetta pursuant to this Agreement, the Municipality agrees to pay Helmetta fees based upon the following schedule:

Administrative Fee

Administrative Fee	-	\$100.00
(Not applicable if Helmetta and the Municipality have entered into a separate shared services agreement for animal control services)		

Regular Shelter Fee

Per dog	-	\$100.00 per week
Per cat	-	\$75.00 per week
Per kitten up to 8 weeks	-	\$30.00 per week
Any other domestic animal	-	\$25.00 per week
(Rodents, birds, reptiles, amphibians, etc.)		

Redemption Fee for Stray Animals

When a resident of the Municipality redeems their stray animal from the Shelter, they shall pay a boarding fee to Helmetta in the amount of \$10.00 per day.	-	\$10.00 per day
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Special Circumstance Fee

The Municipality shall pay Helmetta a special circumstance fee in the amount of \$25.00 per day. A Special Circumstance shall be defined as a situation where a privately owned animal is impounded by an ACO, Health Officer, Police Officer, or any Officer acting in an official capacity for the Municipality (including, but not limited to evictions, arrests, drug raids, DUI, and animal cruelty). The Municipality shall have the responsibility to seek reimbursement of that fee from the owner of the animal.	-	\$25.00 per day
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*If the Special Circumstance Fee is appropriate, then the Regular Shelter Fee and the Redemption Fee shall not apply.

Additional Charges

Quarantine for 10 days	-	\$175.00
Rabies Prep	-	\$75.00

Veterinary Care Charges

The Municipality agrees to pay Helmetta the full actual cost incurred by Helmetta for the provision of veterinary services for the treatment of any animal from the Municipality.	-	see attached
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Shelter Fee Increase

The above fees will increase automatically at the beginning of each calendar year (2014, 2015, and 2016) by the amount of 2%. See attached fee schedule.

3. **Payment Obligations; Interest.** Helmetta shall bill the Municipality on a monthly basis for the services provided to the Municipality relating to the Shelter based upon the fee schedule set forth within Section 2 of this Agreement. The Municipality agrees to pay Helmetta for the monthly services provided to the Municipality relating to the Shelter within thirty (30) days of receipt of the monthly invoice.

4. **Term of Agreement.** This Agreement shall take effect upon the date that it is fully executed by the Parties and shall expire on December 31, 2014.

5. **Veterinary Services.** Helmetta shall, in its sole and reasonable discretion, determine if any animal in the Shelter is in need of veterinary services and, if so, shall arrange for the provision of such veterinary services from a licensed veterinarian. The Parties acknowledge and recognize that the cost of veterinary services for animals in the Shelter is provided at a municipal discount and the Municipality agrees to pay Helmetta the full actual cost of veterinary services incurred for any animal impounded from the Municipality.

6. **Right to Refuse to Accept Animals.** Helmetta shall have the right, in its sole and reasonable discretion, to refuse to accept any animal brought to the Shelter for impoundment based upon the animal's condition and/or upon the type of animal.

7. **Responsibility of Parties.** The Municipality shall be responsible for the condition of each animal that its ACO brings to the Shelter until Helmetta formally accepts custody of such animal during the Shelter's regular business hours. Unless an animal was brought in under Special Circumstances, as defined within Section 2 of this Agreement, any animal brought to the Shelter by the Municipality shall become the lawful property of Helmetta after seven (7) days.

8. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party.

9. **Default.** The failure of any of the Parties to timely perform any of their obligations required hereunder, and the continuance of such failure for a period of thirty (30) days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (a "Notice of Default"), shall be an Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any remedies available to it at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, or obligations under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by the Parties in asserting any of their rights or remedies as to any Event of Default by the other Parties shall not operate as a waiver of such Event of Default, or of any such rights or

remedies, or shall deprive the Parties of their right to institute and maintain any actions or proceedings which they may deem necessary to protect, assert or enforce any such rights or remedies. Moreover, no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

10. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to Helmetta:

Borough Clerk
Borough of Helmetta
60 Main Street
Helmetta, New Jersey 08828

As to the Municipality:

Borough Clerk
Marlboro Township
1979 Township Drive
Marlboro, New Jersey 07746

From time to time either party may designate a different person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days notice in advance of such change of address in accordance with the provisions hereof.

11. Entire Agreement; Amendments to Agreement. This Agreement represents the entire agreement by and between the Parties with respect to the issues set forth herein and supersedes and replaces any and all previous agreements between or for the benefit of the Parties. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Parties with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such

amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in such amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect.

12. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Middlesex County, New Jersey, and the Parties hereby waive all objections to such venue.

13. **Severability.** The terms, covenants and provisions of this Agreement shall be deemed to be severable and the invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other portion thereof.

14. **Assignment.** Neither party shall assign this Agreement without the prior written permission of the other party.

15. **Titles of Articles and Sections.** The titles of the several Articles and Sections of this Agreement, as set forth at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16. **Successors Bound.** This Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

17. **Authorization.** Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Attest:

BOROUGH OF HELMETTA

SANDRA BOHINSKI, RMC

NANCY MARTIN, MAYOR

Signed this _____ day of _____, 2012.

Attest:

MARLBORO TOWNSHIP

ALIDA MANCO, RMC

JONATHAN HORNIK, MAYOR

Signed this _____ day of _____, 2012