

Township of Edison

Middlesex County

CHERYL RUSSOMANNO, RMC
MUNICIPAL CLERK



MUNICIPAL COMPLEX
100 Municipal Boulevard
Edison, NJ 08817
732-248-7350
Fax: 732-248-3738
E-Mail: clerk@edisonnj.org

March 8, 2018

Dana Korbman
455 Hoes Lane
Piscataway, NJ 08854

SHARED SERVICES AGREEMENT
Animal Control Services

Dear Ms. Korbman,

Enclosed you will find one (1) original shared services agreement for animal control services along with a copy of the Edison's Resolution (R.131-022018). A copy this resolution has also been forwarded to the Director of the DLGS.

Thank you.

Sincerely,

Cheryl Russomanno, RMC
Municipal Clerk

Enclosure

Cc: Tim Darcy, Business Administrator; Piscataway Township

RESOLUTION R.131-022018

EXPLANATION: A Resolution authorizing the entering of a Shared Services Agreement with the Township of Piscataway, for the Township of Edison's provision of animal control services effective January 1, 2018, and continuing for a term of three (3) years.

WHEREAS, the Township of Edison (the "Township") is a municipal corporation of the State of New Jersey authorized under the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* ("Shared Services Act") to enter into an agreement with other local units to provide jointly (or through the agency of one of them on behalf of the other) any service which such entity may legally perform for itself; and

WHEREAS, in the spirit of mutual cooperation, the Township has the capacity to and seeks to provide animal control services, including the regulation, collection and housing of stray animals, to the Township of Piscataway, (collectively, with the Township, the "Parties") for the purpose of promoting efficiency in government and reducing respective expense for such services; and

WHEREAS, in furtherance, the Parties desire to enter a Shared Services Agreement ("Agreement," in the form substantially similar to that attached hereto as *Exhibit A*) pursuant to the Shared Services Act to establish the terms of the Township's provision of animal control services to be charged as a monthly amount of \$5,772.65, effective January 1, 2018, and continuing for a term of three (3) years; and

WHEREAS, the Agreement provides for and shall be subject to cancellation by either Party upon thirty (30) days' written notice; and

WHEREAS, the Municipal Council of the Township ("Municipal Council") seeks to hereby authorize the Township's entering and execution of the Agreement.

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the Township of Edison, in the County of Middlesex, New Jersey, as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully repeated herein.

Section 2. The form of the Agreement is hereby approved, and the Municipal Council hereby authorizes and directs the Mayor to execute the Agreement on behalf of the Township. A copy of this Resolution and the executed Agreement shall be maintained on file with the Township Clerk.

Section 3. The Township shall provide animal control services to Piscataway Township pursuant to the Agreement at a rate of \$5,772.65 per month, terminable upon thirty (30) days' notice.

Section 4. The Township Clerk is hereby instructed to forward a copy of the signed Agreement to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, for informational purposes, in accordance with the Shared Services Act, as well as the Business Administrator for the Township of Piscataway.

Section 5. This Resolution shall take effect immediately.

THIS IS TO CERTIFY that this is a true and compared copy of an Resolution adopted by the Municipal Council of the Township of Edison at their Regular Meeting of February 28, 2018.

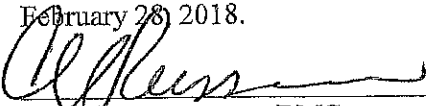

Cheryl Russomanno, RMC
Municipal Clerk

EXHIBIT A

Shared Services Agreement

Shared Services Agreement between the Township of Piscataway and the Township of Edison

THIS SHARED SERVICES AGREEMENT (“Agreement”) made this 1st day of January 2018 by and between the Township of Piscataway, a municipal corporation of the State of New Jersey, hereinafter designated as the “Municipality”, and

The TOWNSHIP OF EDISON, a municipal corporation of the state of New Jersey, having an animal shelter at 125 Municipal Boulevard, Edison, New Jersey, Middlesex County, New Jersey (Mailing Address: 100 Municipal Boulevard, Edison, New Jersey 08817), hereinafter designated as “Contractor” or “Edison”.

WITNESSETH

WHEREAS, the Municipality is in need of a facility for regulating, collecting, keeping for redemption or euthanizing all stray animals found within municipal limits and for the furnishing of related services of an emergency nature; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 *et seq.* (“Shared Services Act”) the Municipality is authorized to contract with Edison for such services; and

WHEREAS, Edison agrees to provide municipal animal control and sheltering services to the Municipality for the period beginning January 1, 2018 and ending December 31, 2020 subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter expressed, the parties hereto do hereby agree as follows:

1. **CONTRACT FEES:** The Municipality shall pay Edison an annual contract fee of \$69,271.79 per year throughout the contracted period. Payments are to be made monthly in the amount of \$5772.65. If payment is not made within thirty (30) days of the due date, Edison reserves the right to suspend or terminate this Agreement.
2. **APPREHENSION OF ANIMALS:** Edison’s animal control officers shall apprehend and hold all dogs running at large in the Municipality as required by law under *N.J.S.A.* 4:19-15.16. Officers will also respond to calls from the Municipality regarding dogs running at large, as well as stray dogs that have been confined by police and/or residents.

Edison will pick up confined stray cats, but shall allow that cats believed to be strays be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.

Edison will set up humane cage traps for unapproachable cats or dogs on residential property and reserves the right to require a security deposit on traps. Such trapping will also be done at the request of the Board of Health at institutions and commercial properties. If trapping

is required on numerous occasions at institutions and commercial properties due to the failure of those entities to take the recommended actions to alleviate an ongoing problem, Edison may require such institutions and commercial operations to pay a fee of \$20.00 per animal removed.

Edison will initiate and/or assist with the apprehension and/or impoundment of dogs that Edison and/or the Municipality has reason to believe fit the criteria of "potentially dangerous" as outlined in *N.J.S.A.* 4:19-23. Both parties will discuss together the procedures and final disposition of any such cases on a case-by-case basis, as the individual circumstances may vary.

Edison will respond to calls regarding sick or injured wildlife. Injured wildlife immobilized due to injury or illness will be picked up and safely transported to a New Jersey licensed wildlife rehabilitator, or if their condition warrants it, euthanized at the veterinarian's office. Larger animals such as adult white-tailed deer cannot be transported or euthanized on-site. Edison will contact the police or State wildlife officials for assistance when warranted.

Edison will remove small wildlife which appear healthy, but which have gained access to the living space within the home or commercial buildings, provided Edison deems such removal to be within the realm of its expertise.

While Edison Township has an officer on call 24 hours a day, services are limited on holidays and after 4:30 pm until 8:30 am. At such times, calls will only be handled involving confined stray dogs and cats, injured or sick animals, bite cases, deceased owned animals or for any call in which the Police deem a response is necessary.

Edison will provide for and bear the expense of emergency treatment for injured dogs and cats not claimed by their owners.

3. **SURRENDER OF OWNED DOGS AND CATS:** Residents of the Municipality may surrender to Edison their dogs or cats that they are unwilling or unable to keep. Arrangements for surrendering should be made in advance by calling Edison's Shelter Manager. Animals must be current on their rabies vaccination and owners must be able to provide a rabies certificate. Upon surrendering an animal, the owner must sign permanent ownership of the animal(s) over to Edison, which will then be responsible for vetting and any and all decisions regarding the animal's final disposition.

4. **REMOVAL OF DEAD ANIMALS:** At the request of the police department, Health Department or residents, Edison will remove from the roads, and municipal, residential or commercial property, all dead dogs and cats and will dispose of their remains. At the request of residents, Edison will remove from their homes or properties their deceased pet dogs or cats and will dispose of the animal remains for a fee to the resident.

5. **ANIMAL SHELTERING:** Edison shall shelter the dogs and cats apprehended in the Municipality in Edison's shelter facility and will provide for their care for the period provided by law and will place for adoption or humanely euthanize, if warranted, in accordance with *N.J.A.C.* 8:23A-1.11 those not claimed or released by their owners in the manner prescribed by law.

For the purposes of expediting the identification and reclaiming of stray dogs and cats apprehended, the Municipality will supply to Edison an electronic copy of its dog and cat license lists in numerical order to be updated quarterly.

Any charges for necessary veterinary care provided to such animals while housed by Edison shall be the responsibility and paid by the owner of such animals at the time they are claimed.

Following the expiration of the minimum holding period required by law, Edison will continue to house and care for those unclaimed animals it deems to be suitable pets and will make every attempt to place them in responsible homes at its sole discretion. Edison will charge a fee to the adopters of said animals. The fee will be set and modified at Edison's sole discretion.

Dogs and cats with no known owners which have been apprehended and identified as having bitten a human shall be held in quarantine by Edison for the period prescribed by law. In cases where the local Health Officer deems it advisable as a matter of human safety to euthanize and test an animal rather than hold it in quarantine, Edison Township shall provide euthanasia and transportation to a local veterinarian for specimen preparation. The local health department will be responsible for arrangements and costs for specimen preparation, testing, and transportation of the specimen for testing.

Edison does not provide quarantine services for owned dogs and cats. Such animals must be quarantined at the owner's veterinarian, a boarding facility (at the owner's expense) or in the person's home with approval from the Health Officer of the municipality.

Edison Township shall be entitled to retain all monies that it may collect for the claiming or adoption of the animals in its shelter.

6. **RECORDKEEPING:** Edison will keep and maintain accurate records of each dog and cat impounded or sheltered by it. Records will show the date, place and circumstances under which each animal came into Edison's possession and its final disposition.

Edison will provide a monthly report of the records relating to the Municipality (along with the monthly invoice) and shall also submit to the New Jersey Department of Health the annual shelter/pound survey of stray animal intake and disposition for all municipalities for which Edison provides animal control service.

The Municipality will continue to keep the necessary records and census of all dogs (and cats, if applicable) within its territory as required by law and will license all dogs (and cats, if applicable) within its territory in accordance with law.

7. **INSURANCE:** Edison will maintain general liability and automobile liability insurance in minimum amounts of \$1,000,000 for bodily injury and property damage per each occurrence and \$2,000,000 in the aggregate. Edison Township shall also carry a minimum of \$1,000,000 in

excess liability coverage. In addition, Edison shall maintain standard worker's compensation insurance coverage.

8. **ADDITIONAL CONDITIONS:** Edison shall not be obligated to perform the duties set forth in this agreement if it is determined by Edison that the performance of said duties presents an unreasonable risk of injury to an employee or another person.

Edison reserves the right to enter into an agreement similar to this with any other municipality in the State of New Jersey.

9. **CONTRACT TERMINATION:** Either party can terminate this Agreement, with or without cause, with thirty (30) days written notice to the other party.

10. **NOTICES:** Any notice required to be given under this agreement shall be deemed given, if in writing, and sent by certified mail to:

As to Contractor:

Edison Township
c/o Edison Department of Health and Human Resources
100 Municipal Boulevard
Edison, New Jersey 08817

As to Municipality:

Township of Piscataway
c/o Business Administrator
455 Hoes Lane
Piscataway, NJ 08854

11. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. The provisions hereof shall be governed by and interpreted in accordance with the laws of the State of New Jersey, and this Agreement shall, for all purposes, be deemed to be a New Jersey contract.

12. **MODIFICATION OF CONTRACT:** No changes may be made to this Agreement unless in writing and signed by the parties.

13. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable and if one portion is invalid, the remaining portions shall nevertheless remain in full force and effect.

14. **PRIOR AGREEMENTS:** Any prior agreements between the parties are deemed terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the day and year first above written.

ATTEST:

By: Melissa A. Seader
Melissa A. Seader, [Municipal Clerk]

[MUNICIPALITY]

By: Samuel Wahr
, [Mayor]

ATTEST:

By: Cheryl Russomanno
Cheryl Russomanno, Municipal Clerk

TOWNSHIP OF EDISON

By: Thomas Lankey
Thomas Lankey, Mayor

RESOLUTION #18-87

Be It Resolved,

By the Township Council of Piscataway Township,
(Seal) New Jersey, that:

WHEREAS, the Township of Piscataway and the Township of Edison wish to enter into a Shared Services Agreement, a copy of which is attached hereto and made a part hereof, for the Township of Edison to provide animal control and shelter services to the Township of Piscataway for the time period beginning January 1, 2018 and ending December 31, 2020; and

WHEREAS, a Shared Services Agreement may be entered into without competitive bidding pursuant to the Local Public Contract Law, N.J.S.A. 40A:11-5(2); and

WHEREAS, pursuant to the authority contained in the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., the Township of Piscataway deems it to be in the public interest of the residents of the Township to enter into a Shared Services Agreement with the Township of Edison for the purpose of providing animal control and shelter services; and

WHEREAS, the Township of Piscataway wishes to allow the Township of Edison Animal Control Officers to issue summonses on behalf of the Township; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Piscataway, that appropriate municipal officials be and hereby are authorized to execute all documents necessary to enter into a Shared Services Agreement, in substantially the form annexed hereto, with the Township of Edison for the provision of animal control and shelter services with an annual contract fee of \$69,271.79 per year throughout the contract period beginning January 1, 2018 and terminating December 31, 2020; and

BE IT FURTHER RESOLVED by the Township Council of the Township of Piscataway, that appropriate municipal officials be and hereby are authorized to allow the Township of Edison Animal Control Officers to issue summonses on behalf of the Township related to performance of their duties under this Shared Services Agreement and the Township Code; and

BE IT FURTHER RESOLVED that a copy of said agreement shall be available for public inspection at the office of the Township Clerk; and

BE IT FURTHER RESOLVED that the final form of said agreement shall be subject to the review and approval of the Township Attorney.