

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Union COUNTY: Union

RECIPIENT: Borough of Kenilworth COUNTY: Union

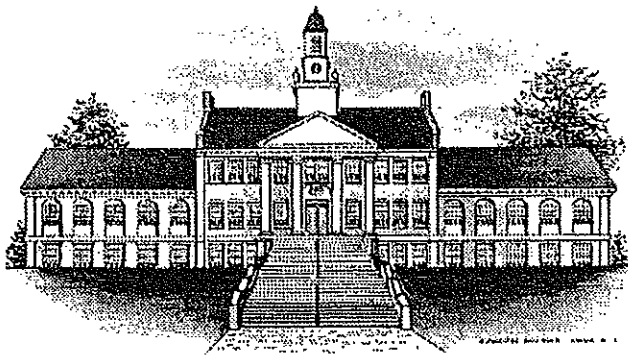
BRIEF DESCRIPTION OF SERVICE:

The Township of Union provides animal control services for the Borough of Kenilworth and is paid for the services.

EFFECTIVE DATE: Jan 1, 2017

EXPIRATION DATE: Dec 31, 2017

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.



TOWNSHIP OF UNION

IN THE COUNTY OF UNION
Department of Health and Environmental Protection
1976 MORRIS AVENUE
UNION, NEW JERSEY 07083
908-851-8507 Phone
908-851-4673 FAX
Marconi A. Gapas, Health Officer
mgapas@uniontownship.com
William Strazza, Esq., BOH Attorney

Contract

This contract, made and entered into this first of January, 2017 by and between the Township of Union Board of Health hereinafter referred to as the Provider, and the Borough of Kenilworth Board of Health, hereinafter referred to as the Recipient.

Now, therefore, it is understood and agreed as follows:

1. The Recipient desires to contract with the Provider for furnishing the Recipient with Animal Control Services for a period beginning the 1st day of January, 2017 and ending on the 31st day of December 2017.
2. The Provider shall make their Services as hereinafter described available to the Recipient on a daily basis during standard day time business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated below. Services are defined as the rescue, custody, and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that present a danger to humans, including those who have bitten a person.
For the purposes of this Agreement, feral cat colonies and dead deer are specifically excluded, neither shall the Provider trap, rescue, relocate or care for geese unless same is in need of veterinary care.
3. The Provider will remove dead animals from public areas and bagged deceased animals from homes and businesses that are placed curbside.
4. The Recipient will pay the Provider the sum of \$9,270.00, said sum to be prorated on a quarterly basis of \$2,317.50. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice to Recipient. There will be a response charge of \$125.00 for night emergency calls, weekends, and holidays. Payment of night emergency calls, weekends, and holidays shall be made directly to the Animal Control Officer that

- responded to said response call. If it is necessary for the Animal Control Officer to transport sick or injured animals, including wildlife, to an emergency clinic, it is the responsibility of the Recipient to bear the cost of said care and treatment.
5. After hours emergency care will be billed to the Recipient. Animals picked up that do not need emergency veterinary care will be brought to the Providers Animal Shelter located at 980 Jefferson Ave., Union, NJ and held for ten (10) days. After ten (10) days said animal will become the property of the Provider and put up for adoption.
 6. Upon proof of ownership, any person may redeem his/her animal from the Provider upon payment to the Provider, the sum of \$50.00 as a fee for redeeming and impounding the animal, Monday through Saturday 12:00PM until 3:00PM. Any owner whose pet is redeemed for a second or subsequent time shall pay \$100.00 for each redemption.
 7. The Provider will not handle feral cat colonies. Feral cat colonies will be the responsibility of the caretaker and any situations that arise from a maintained colony will be between the caretaker and the Recipient. If a problem arises with a sick, injured or rabid animal, it is the responsibility of the caretaker to contact the Recipient. The caretaker will be financially responsible for costs arising out of such circumstance. The Provider will help any sick or injured cat, if needed.
 8. The Provider will not pick up sick , or injured deer. Calls of this nature should be directed to the Recipient for proper guidance.
 9. There will be no trapping, rescuing or relocating of Canada Geese, unless they are sick or injured.
 10. Transportation of a head of an animal suspected of rabies to the State Department of Health shall be the responsibility of the Provider or designee. Fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal, if known. If there is no known owner, the cost will be incurred by the Recipient.
 11. The Provider shall respond, remove, or destroy all wildlife that the Animal Control Officer feels is sick or injured, or has entered and is occupying the immediate living space of a residence (not attic, basement, crawl space, garage, or out buildings). The Provider shall remove and or relocate trapped wildlife animals as per NJ Division of Fish and Wildlife guidelines, namely N.J.S.A. 23:4-63.3 and 64.4.
 12. The Provider shall enforce all Ordinances within your municipality at the discretion of the issuing Animal Control Officer. The Provider shall appear to all mandated court hearings.
 13. The Recipient will be charged a boarding fee of \$5.00 per day, payable monthly, for any animals who are involved in litigation and which the Provider is requested to hold under

order of the Court, until the matter is adjudicated. If the matter goes beyond a three month period, the Recipient must make arrangements for said animal to be boarded elsewhere.

14. This Contract is the sole expression of an agreement of the parties and may only be modified by a written notice executed by the representative of the parties with requisite authority. Any action by either party shall be filed in the Superior Court in the County whose courts shall have exclusive jurisdiction.

15. The Borough of Kenilworth and the Kenilworth Department of Health hereby agrees to indemnify and hold harmless and to provide cost of defense to the Township of Union, The Township of Union Department of Health, the Township of Union Board of Health, and any of their agents, employees or assigns, for any and all claims filed against them and arising from the Township of Union Department of Health's performance of its obligations under this contract.

16. The signatory of this document represents that it has the requisite authority to bind the Recipient that is party to this Contract and further represents the actions of the signatory in executing this Contract are authorized by the Recipient.

17. This contract shall run for a twelve (12) month period.

Township of Union Health Department

Witness:

By Jackie Carter
Jackie Carter, Board President

Marconi A. Gapas
Marconi A. Gapas, Health Officer

Borough of Kenilworth Health Department

Witness:

By Randy Moscaritolo
Randy Moscaritolo, Board President

Justin Samyorella

Mayor
Mayor