

SHARED SERVICES AGREEMENT BETWEEN PRINCETON AND MONTGOMERY TOWNSHIP FOR ANIMAL CONTROL SERVICES

This Agreement, made this 19th day of December 2016, by and between the Municipality of Princeton (“Princeton”), a municipal corporation having its principal place of business at 400 Witherspoon Street, Princeton, NJ, 08540, and the Township of Montgomery (“Montgomery”), a municipal corporation having its principal place of business at 2261 Van Horne Road - Route 206 North, Belle Mead, NJ 08502;

WHEREAS, Princeton and Montgomery each provide animal control services to their respective municipalities; and

WHEREAS, **Both Municipalities, from time to time**, require supplemental assistance from an Animal Control Officer to provide animal nuisance, shelter transportation, and animal emergency response; and

WHEREAS, **Both Municipalities** wish to utilize **each other’s** Animal Control Officer for such purposes as the need arises;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by the parties hereto as follows:

A. SCOPE OF SERVICES

1. Montgomery and Princeton agree to the use its Animal Control Officer as the need arises to provide emergency response and back up response in **each other’s** jurisdiction.
3. Scheduling for work performed under this agreement shall be agreed upon in advance by Montgomery’s Health Officer and Princeton’s Health Officer.
4. This Agreement does not create an employment relationship between the **receiving municipality** and the **sending municipality’s** Animal Control Officer. While performing duties in **the receiving municipality**, the Animal Control Officer shall be compensated according to the terms of his employment with **his usual employer**.
5. While on duty rendering assistance to **the receiving municipality**, to the extent permitted by law, the Animal Control Officer shall have the same

powers, authority and immunities as **the receiving municipality's** personnel.

B. FEE

6a. Princeton shall pay Montgomery at a rate of **\$60.00 per hour for the services. After hours call backs are charged for 4 hours each.**

6b. Montgomery shall pay Princeton at a rate of **\$63.07 per hour, charged for actual hours worked**

6c. **The Municipalities shall provide a maximum of 135 hours per year of these services to each other.**

6d. **Montgomery and Princeton will prepare invoices/statements** for hours utilized in the previous quarter (on or about April 15, July 15, October 15, and January 15) of each year that this agreement is in effect. **Outstanding balances shall be paid within 30 days** of the invoice date.

C. EFFECTIVE DATE/TERMINATION

7. This agreement is for a **1 year** period, beginning on **January 1, 2017** and ending on **December 31, 2017**, and may be renewed for additional periods if agreed upon in writing by the parties hereto. In the event this agreement is terminated by 30-days written notice prior to the end of the period, the Municipalities shall provide a final invoice/statement for services used and **outstanding balances shall be paid** within thirty (30) days of receipt of the invoice. Each party shall notify the other in writing 30 days before the expiration of this agreement if it desires to continue services.

D. LIABILITY/HOLD HARMLESS

8. Montgomery and Princeton shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*, arising out of or related to performance of any activity under the terms of this agreement.

E. MISCELLANEOUS.

9. This agreement shall become effective upon the adoption of appropriate resolutions by Montgomery and Princeton approving the terms and conditions set

forth in this agreement and authorizing the Mayor and Clerk to authorize this agreement.

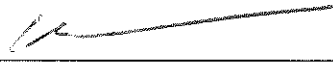
10. Montgomery and Princeton represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.

11. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so adjudges and the remainder of this agreement shall be deemed valid and effective.

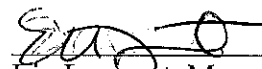
IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed the day and year first above written.

ATTEST:

MUNICIPALITY OF PRINCETON




Kathy Brzezynski, Deputy Clerk



Liz Lempert, Mayor

ATTEST:

TOWNSHIP OF MONTGOMERY



Donna Kukla, Clerk



Patricia Graham, Mayor

STATE OF NEW JERSEY:
SS

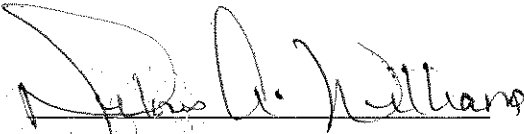
COUNTY OF MERCER:

I CERTIFY that on 12/21/2016 personally came before me and she acknowledged under oath, to my satisfaction, that:


- (a) she is the Clerk of the Municipality of Princeton the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Lee Leupent who is the Mayor of the Municipality of Princeton;
- (c) this document was signed and delivered by the Municipality of Princeton as its voluntary act duly authorized by a proper resolution ;
- (d) she knows the proper seal of the Municipality of Princeton which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On 12/21, 2016



DELORES A. WILLIAMS
Notary Public of New Jersey
My Commission Expires October 7, 2020


Kathy Brzezynski, Deputy Clerk

STATE OF NEW JERSEY:
SS
COUNTY OF SOMERSET:

I CERTIFY that on Dec. 15, 2016, Donna Kukla personally came before me and he/she acknowledged under oath, to my satisfaction, that:

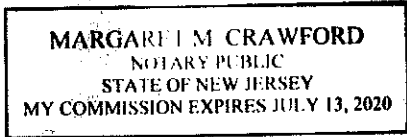
- (a) he/she is the Clerk of the Township of Montgomery, the corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Ed Trzaska, who is the Mayor of the Township of Montgomery;
- (c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;
- (d) he/she knows the proper seal of the Corporation, which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On December 15, 2016

Margaret M Crawford

Donna Kukla

Donna Kukla



TOWNSHIP OF MONTGOMERY
SOMERSET COUNTY, NEW JERSEY

**RESOLUTION #16-12-284 - AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
MUNICIPALITY OF PRINCETON FOR ANIMAL CONTROL SERVICES**

WHEREAS, The Municipality of Princeton and Montgomery Township each provide animal control services to their respective municipalities; and

WHEREAS, Princeton requires supplemental assistance from an Animal Control Officer to provide shelter maintenance and animal emergency response.

NOW, THEREFORE, BE IT RESOLVED By the Montgomery Township Committee that the Mayor and Clerk are hereby authorized to execute a Shared Services Agreement with the Municipality of Princeton to utilize Montgomery's Animal Control Officer for supplemental assistance as the need arises.

CERTIFICATION

**I HEREBY CERTIFY THE ABOVE TO BE A
TRUE COPY OF A RESOLUTION ADOPTED BY THE
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF
MONTGOMERY AT A MEETING HELD**

December 15, 2016



Township Clerk



RESOLUTION 16-366

Resolution Authorizing a Shared Services Agreement with the Township of Montgomery for 2017 Backup Animal Control Services, Not to Exceed \$8,100

**MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON**

WHEREAS, Princeton desires to enter into a uniform shared services agreement in connection with certain activities as hereafter more particularly stated, and

WHEREAS, the services to be performed are uniform shared services which are exempt from public bidding under the Local Public Contracts Law.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for uniformed shared services with **The Township of Montgomery, 2261 Van Horne Road-Route 206 North, Belle Mead, NJ 08502** (hereinafter referred to as "Montgomery") to provide and receive backup Animal Control services from **January 1, 2017 through December 31, 2017**, as hereafter more particularly stated.

1. The contract so authorized shall require Montgomery to provide backup animal control services to Princeton along with other related duties as cited in the uniform shared services agreement (attached). The contract so authorized shall require Princeton to provide backup animal control services to Montgomery along with other related duties as cited in the uniform shared services agreement (attached).

2. Rendition of Invoices: Payment of fees will be made upon the submission of invoices in duplicate in the form prescribed by Montgomery or Princeton. Montgomery or Princeton will invoice for hours utilized in the previous quarter (on or about April 15, July 15, October 15, and January 15) of each year that this agreement is in effect. Outstanding balances shall be paid within 30 days of the invoice date.

3. The form of contract shall include standard provisions common to uniform shared service agreements entered into by Princeton and shall be subject to approval by the Princeton

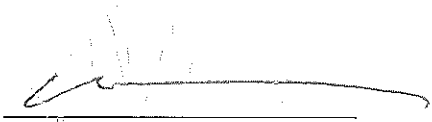
Attorney, State and the State Department of Health and Senior Services.

4. The contract shall be awarded without competitive bidding as a contract for uniform shared services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

5. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler		X			X			
Ms. Crumiller		X			X			
Ms. Howard		X		X	X			
Mr. Simon		X			X			
Mr. Liverman		X			X			
Mr. Miller		X	X		X			
Mayor Lempert		X						

I, Kathleen K. Brzezynski, Deputy Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of Princeton its meeting held December 19, 2016.



Kathleen K. Brzezynski
Deputy Clerk

ATTACHMENTS:

- Council Memo - Backup ACO Montgomery 2017 (DOCX)
- JointPrinceton_MontyShared Services - ACO2017 (DOC)