

**UNIFORM SHARED SERVICES AGREEMENT
BETWEEN
TOWNSHIP OF BYRAM
AND
TOWNSHIP OF MOUNT OLIVE
FOR LOCAL PUBLIC HEALTH SERVICES**

Pursuant to the provisions of the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made and entered into this 15th day of December, 2014, by and between:

TOWNSHIP OF BYRAM, a municipal corporation of the State of NJ,
having offices at 10 Mansfield Drive, Stanhope, NJ 07874,

(Hereinafter referred as to the "Recipient")

and:

TOWNSHIP OF MOUNT OLIVE, a municipal corporation of the State of New Jersey,
with offices at 204 Flanders- Drakes town Road, Budd Lake, New Jersey 07828

(Hereinafter referred to as the "Provider")

THIS AGREEMENT, pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 36:3A2-1, et seq.*, shall be for the purpose of ensuring a public health program (animal control services) in accordance with *N.J.S.A. 26:1A-15, N.J.S.A. 26:3A2-1, et seq., N.J.S.A. 40:8A-1, et seq.*, and *N.J.A.C. 8:52-2.1*.

THIS AGREEMENT shall adhere to all applicable ordinances.

A. ADMINISTRATION:

1. The Provider's Animal Control Officer, through the local health department, is designated the statutorily recognized Animal Control Officer for the Recipient.
2. The Provider's Animal Control Officer is designated the Animal Control Officer of the Recipient for all animal control emergencies.
3. The Animal Control Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, as they relate to animal control, that meet the standards set forth at *Public Health Practice Standards of Performance for Local Boards of Health in new Jersey, N.J.A.C. 8:52*.

4. The Animal Control Officer shall assess animal control needs, plan, organize and implement activities within the Recipient municipality.
5. The Animal Control Officer shall administer the local animal control program meeting the standards set forth at *Public Health Practice Standards of Performance for Local Boards of Health in new Jersey, N.J.A.C. 8:52*.
6. The Animal Control Officer shall lead the investigation of and public health response to all emergencies, and situations within the Recipient's municipality as they relate to animal control.
7. The Provider's Animal Control Officer, or back-up, shall respond 24/7 to all emergencies and situations as they relate to animal control.
8. The Animal Control Officer shall provide the Recipient and its Board of Health with performance reports and activity upon request by the Recipient.
9. The Animal Control Officer shall provide the Recipient and its Board of Health with a report at the close of the calendar year.
10. The Recipient and Provider continue to be responsible for their own insurance, repairs, maintenance, or replacement of any damaged or unusable apparatus, vehicles, and inspection equipment for shared Public Health Services for the term of this Agreement.

B. SERVICES OF ANIMAL CONTROL OFFICER:

1. The Provider agrees to perform animal control services for the Recipient, which shall supply its own State-approved pound facility.
2. In the event that the qualified Animal Control Officer designed by Provider shall be away for a period of vacation, the Provider shall replace said Animal Control Officer with another qualified person, but in the event that the said officer is ill for a short period, there shall be no obligation on the part of the Provider to substitute for said officer; and
3. In the event the Animal Control Officer captures or otherwise obtains a sick or injured animal within Byram, the Animal Control Officer shall take said animal to the designated Mount Olive Township veterinarian prior to placing the animal in the Byram Animal Pound. The cost of said veterinarian care shall be borne exclusively by the Recipient. All stray domestic animals obtained in Byram and housed in Byram Animal Pound shall receive required veterinary care. Veterinary care shall also be provided to repair animals for adoption. The aforementioned veterinary care shall include but not be

limited to neuter, spay, rabies vaccine, and feline leukemia testing. The cost of said veterinary care shall be borne exclusively by Recipient.

C. INDEMNIFICATION:

1. In addition to the other rights and remedies of the parties herein, the Recipient agrees to indemnify and hold harmless the Provider, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Recipient's personnel arising out of this Agreement or any of the obligations assumed by the Recipient hereunder, provided it is determined by a court having the appropriate jurisdiction that the Recipient is solely responsible for such liability. In the event it is determined by a court that the Recipient is not solely responsible for said liability, the Recipient's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Recipient. The Recipient, upon notice from the Provider, shall resist and defend, at the expense of the Recipient, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Provider may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Recipient's obligation under this paragraph.
2. In addition to the other rights and remedies of the parties herein, the Provider agrees to indemnify and hold harmless the Recipient, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Provider arising out of this Agreement or any of the obligations assumed by the Provider hereunder, provided it is determined by a court having the appropriate jurisdiction that the Provider is solely responsible for such liability. In the event it is determined by a court that the Provider is not solely responsible for said liability, the Provider's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Provider. The Provider, upon notice from the Recipient, shall resist and defend, at the expense of the Provider, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Recipient may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Provider's obligation under this paragraph.

D. INSURANCE:

1. The Recipient will keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with a County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by the Provider.

2. The Recipient shall provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverage:
 - Operations
 - Use of Independent Contractors and/or Subcontractors
 - Products and Completed Operations
 - Broad Form Contractual
 - Broad Form Property Endorsement
3. Each Certificate or policy shall require that a thirty (30) day notice shall be given to the Provider by certified and return receipt mail, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Provider and identify the Agreement or municipal contract number if applicable.
4. Certificates of Insurance shall be delivered to the Provider, prior to the commencement of this Agreement, and all Certificates of Insurance shall state that the "Township of Mount Olive and the Mount Olive Board of Health are additional insured" for this Agreement.
5. The insurance required under this section shall protect the Recipient and all subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Recipient and also against any of the special hazards which may be encountered in the performance of this Agreement.
6. All policies and Certificates of Insurance shall be approved by the parties prior to the inception of any work under this Agreement.

E. FINANCIAL TERMS:

1. Recipient shall pay a base fee for the animal control services in 2015 and 2016 of \$7,500.00 each year, and an after hour fee of \$35.00 per hour, with a minimum of two (2) hours per call out, billed quarterly. The Provider shall provide the Recipient with a summary report of activities upon request.
2. Emergency call out service charges for calls before 8:00 a.m. and after 4:30 p.m. weekdays, weekends and legal holidays shall be billed at \$35.00 per hour, with a minimum of two (2) hours per call out. For planning purposes,

hours will run 8:00 a.m. to 4:30 p.m. Calls within those hours shall be part of the base contract Agreement.

3. The animal base fee shall be paid to Provider quarterly, in advance, at a rate of twenty-five (25%) percent of the total annual fee. First payment by January 31, second payment by March 31, third payment by June 30, and last payment by September 30.
4. Recipient shall have thirty (30) days from the date of quarterly billing to make payment in full to Provider. Payments received more than thirty (30) days after the above-listed due dates (60 days after billing date) shall be subject to an interest fee of eight (8%) percent retroactive to said due date.

F. DURATION:

The period of this Agreement begins on January 1, 2015 and ends on December 31, 2016, for two (2) years. It is understood and agreed that the Agreement will be pro-rated for calendar year 2015 depending on when it is executed and implemented.

G. EXTENSION OF TIME:

The terms of this Agreement shall be automatically extended for successive three (3) year periods unless renegotiated or terminated by either party.

H. TERMINATION:

In accordance with the provisions set forth in *N.J.S.A. 26:3A2-12*, either party may terminate this Agreement by participation of not less than two (2) years, by providing six (6) months advance written notification declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be in accordance with Section K of this Agreement.

I. COPY:

1. A copy of this signed Agreement shall be submitted to the New Jersey Department of Health and Senior Services, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.
2. Pursuant to the provisions set forth in *N.J.S.A. 40A:65-4(b)*, a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P. O. Box 803, Trenton, NJ 08625-0803.

J. INDEMNIFICATION:

1. Recipient agrees to indemnify and hold harmless the Provider, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description, by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the sole negligent acts, errors or omissions of the Recipient or its subcontractors, officers, agents or employees of either.
2. The Provider agrees to indemnify and hold harmless the Recipient, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description, by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the sole negligent acts, errors or omissions of the Provider or its subcontractors, officers, agents or employees of either.

K. MISCELLANEOUS:

1. This Agreement may only be modified in writing duly authorized and signed by a designated Municipal Contact for each party. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed by certified mail, return receipt requested, to the designated Municipal Contact.
2. The designated Municipal Contact for the Recipient is Cindy, or Joseph Sabatini, Business Manager; Township of Byram, 10 Mansfield Dive, Stanhope, NJ 07874 (Telephone: 973-347-2500 x129); Facsimile: 973-347-0502; Cell: (Not Available), email jsabatini@byramtwp.org
3. The designated Municipal Contact for the Provider is Frank Nelson, Animal Control Officer, or Frank Wilpert, 204 Flanders-Drakestown Rd. Budd, NJ 07828 [Telephone: 973-691-0900x7330; Facsimile: 973-691-7681; Cell: 973-943-6064] email: fwilpert@mtolivetwp.org

L. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

M. ASSIGNMENT:

No one party may assign this Agreement without the written consent of the other.

N. ENTIRE AGREEMENT:

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

O. SEVERABILITY:

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on the day and year indicated by their respective signatures.

ATTEST:

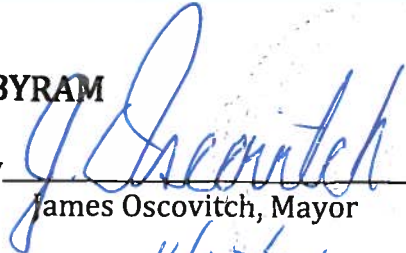
TOWNSHIP OF BYRAM



Doris J. Ryan, Clerk


Joseph Sabatini, Township Manager

By

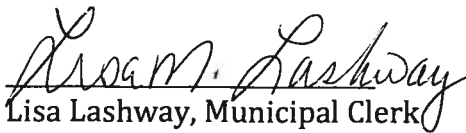


James Oscovitch, Mayor

Dated: 11/17/14

ATTEST:

TOWNSHIP OF MOUNT OLIVE


Lisa Lashway, Municipal Clerk

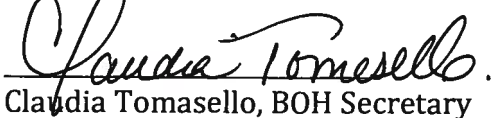
By



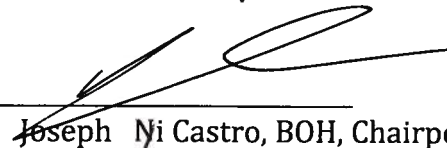
Robert Greenbaum, Mayor

Dated: 12/18/14

ATTEST:

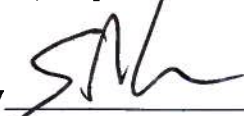

Claudia Tomasello, BOH Secretary

By



Joseph Ni Castro, BOH, Chairperson

By



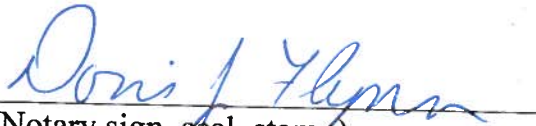
Sean Canning, Business Administrator


Frank P. Wilpert, Health Officer

STATE OF NEW JERSEY: COUNTY OF SUSSEX: Ss:

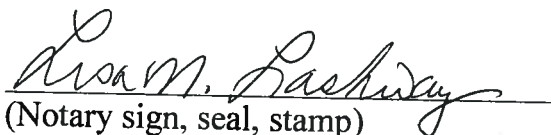
I CERTIFY that on the 17 day of November, 2014, JAMES OSCOVITCH personally appeared before me, who I am satisfied is the person who signed the within instrument as Mayor of the TOWNSHIP OF BYRAM, the municipal corporation named therein and he thereupon acknowledged that the said instrument made by the municipal corporation and sealed with its municipal seal, was signed, sealed with the municipal seal, and delivered by him as such official and is the voluntary act and deed of the municipal corporation, made by virtue of authority from its Governing Body.

Doris J. Flynn
Notary Public of NJ
Commission Expires 5/19/2015


(Notary sign, seal, stamp)

STATE OF NEW JERSEY: COUNTY OF MORRIS: Ss:

I CERTIFY that on the 18 day of Dec, 2014, Robert Greenbaum personally appeared before me, who I am satisfied is the person who signed the within instrument as Mayor of the TOWNSHIP OF MOUNT OLIVE, the municipal corporation named therein and he thereupon acknowledged that the said instrument made by the municipal corporation and sealed with its municipal seal, was signed, sealed with the municipal seal, and delivered by him as such official and is the voluntary act and deed of the municipal corporation, made by virtue of authority from its Governing Body.


(Notary sign, seal, stamp)

LISA M. LASHWAY
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2000825
My Commission Expires 6/18/2015