

CC: Stephanie ✓
Hopewell ✓
SC ✓
Michael

SHARED SERVICES AGREEMENT BETWEEN HOPEWELL BOROUGH AND MONTGOMERY TOWNSHIP FOR ANIMAL CONTROL SERVICES

This Agreement, made this 1st day of September, 2016, by and between the Borough of Hopewell, a municipal corporation having its principal place of business at 88 East Broad Street, Hopewell, NJ 08525, (“the Borough”) and the Township of Montgomery, a municipal corporation having its principal place of business at 2261 Van Horne Road - Route 206 North, Belle Mead, NJ 08502 (“Township”);

WHEREAS, the Township provides animal control services to its municipality in compliance with the standards set forth in NJSA 4:19-15.16 and NJAC 8:23A -1.1-1.13, including the impoundment and housing of animals at a kennel; and

WHEREAS, the Borough desires to have the Township provide animal control services, as described in more detail below, for a fee;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. SCOPE OF SERVICES.

1. The Township will provide a licensed Animal Control Officer for the following services:
 - Capture and impound stray animals and unlicensed dogs.
 - Care for, feed, and maintain the sanitation of animals in the Township’s contracted kennel facility and observe their physical condition and behavior.
 - Contact veterinarian when necessary.
 - Capture, impound, and arrange for humane destruction of suspected rabid animals
 - Transport suspected rabies specimens for analysis at the State Public Health Laboratory
 - Investigate potentially dangerous dog incidents
 - Investigate animal neglect and cruelty incidents
 - Investigate complaints regarding stray animals, and licensed and unlicensed domesticated animals.
 - Follow-up of routine dog bites, monitoring and release from home confinement
 - Issue summons for violations of local or state animal control regulations.

- Promote the adoption of animals and support their spaying/neutering
2. The Township Animal Control Officer will impound and otherwise house animals from the Borough as needed at the Township's contracted kennel facility, and will provide all normal and customary kennel services provided to other impounded animals.
 3. The Township will provide Animal Control services for the Borough equivalent to its own municipality, including manpower, vehicle costs, veterinarian bills, euthanasia costs, and adoption costs.
 4. Borough residents redeeming or surrendering animals must pay applicable Township shelter fees. These fees will be retained by the Township as a host community benefit.
 5. Determination of adoptability or need for euthanasia of any animal will be at the discretion of the Township Animal Control Officer, subject to applicable state laws.
 6. The Township Animal Control Officer will provide coverage for after-hours animal control emergency response in the Borough. An emergency consists of:
 - Any sick or threatening animal
 - Animal cruelty
 - Bats in house if there is possible exposure
 - Dogs at large that are being held by resident or police
 7. The Township Animal Control Officer will provide veterinary and animal handling support for one annual rabies vaccination clinic for cats and dogs, at a time and location by mutual agreement.
 8. The Township Animal Control Officer will provide a quarterly report documenting its activities to the Borough, and will maintain associated files according to New Jersey Records Retention standards.
 9. This Agreement does not create an employment relationship between the Township's Animal Control Officer and the Borough. While performing duties in the Borough, the Township's Animal Control Officer shall be

compensated according to the terms of his employment with the Township.

10. While on duty rendering assistance to the Borough, to the extent permitted by law, the Township's Animal Control Officer shall have the same powers, authority and immunities as Borough personnel, and shall act as the Borough's agent, pursuant to N.J.S.A. 40A:65-7(d).

B. EXCLUSIONS.

11. The following services are excluded from this Agreement:
 - Pet licensing
 - Nuisance wildlife not presenting a threat to public health and safety
 - Deer Carcass removal
 - Dog census (available for an additional fee)
 - Initial "Notice of Bite and Confinement" reports (usually prepared by Police Department, and forwarded to Animal Control for follow up)
 - Activities commonly known as "Trap/Neuter/Release" or Managed Feral Cat Colonies. Township policy does not support managed feral cat colonies.

C. EFFECTIVE DATE/TERMINATION.

12. This Agreement is for a three (3) year period, beginning on January 1, 2017 and ending on December 31, 2019. Each party shall notify the other in writing 60 days before the expiration of this Agreement if it desires to renew the Agreement.

D. FEES.

13. The Borough shall pay the Township at the following rate for the services described in this Agreement:

January 1, 2017 - December 31, 2017	\$8860.00
January 1, 2018 – December 31, 2018:	\$9030.00
January 1, 2019—December 31, 2019:	\$9210.00

The fee shall be paid in two equal installments, the first no later than February 1 and the second no later than August 1 of each year that this Agreement is in effect.

E. LIABILITY/HOLD HARMLESS.

14. The Township and the Borough shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, NJSA 59:1-1 *et seq*, arising out of or related to performance of any activity under the terms of this agreement. The Borough agrees to indemnify and hold the Township harmless from liability and damages on any and all claims made by third parties concerning the use of the Township's Animal Control Services pursuant to this Agreement.


F. MISCELLANEOUS.

15. This Agreement shall become effective upon the adoption of appropriate resolutions by the Township and Borough approving the terms and conditions set forth in this Agreement and authorizing the Mayor and Clerk to authorize this Agreement. The Agreement may be executed in counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
16. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of the Agreement.
17. Any and all notices, pursuant to this Agreement, shall be in writing and shall be deemed given only if delivered personally, by certified mail, or by overnight mail.
18. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties.
19. The Township and the Borough represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.

20. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by a court to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so adjudged 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:



Michele Hovan, Clerk

BOROUGH OF HOPEWELL



Paul Anzano, Mayor

ATTEST:



Donna Kukla, Clerk

TOWNSHIP OF MONTGOMERY



Patricia Graham, Mayor

RESOLUTION

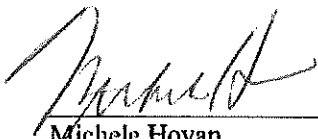
NO. 2016-88

ADOPTED: September 1, 2016

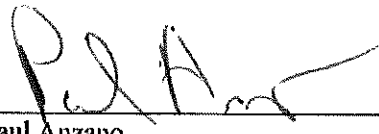
BE IT RESOLVED by the Borough Council of the Borough of Hopewell that the attached Shared Services Agreement for Animal Control Services be executed between the Borough of Hopewell and the Township of Montgomery beginning January 1, 2017 and ending on December 31, 2019, and in the annual amounts as follows:

2017	\$8,860.00
2018	\$9,030.00
2019	\$9,210.00

ATTEST:



Michele Hovan
Borough Administrator/Clerk



Paul Anzano
Mayor

I, Diane McDaniel, Chief Financial Officer of the Borough of Hopewell, do hereby certify that funds for this contract are available from 10/17/10.



Diane McDaniel, Chief Financial Officer

TOWNSHIP OF MONTGOMERY
SOMERSET COUNTY, NEW JERSEY

**RESOLUTION #16-9-222 - AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN HOPEWELL
BOROUGH AND MONTGOMERY TOWNSHIP FOR ANIMAL CONTROL SERVICES**

WHEREAS, The Borough of Hopewell wishes to enter into a formal shared services agreement with the Township of Montgomery for animal control services.

NOW, THEREFORE, BE IT RESOLVED By the Township Committee of the Township of Montgomery, Somerset County that:

1. The Mayor and Clerk shall be and are hereby authorized to execute a Shared Services Agreement with the Borough of Hopewell for animal control services for a 3 year period, beginning January 1, 2017 and ending December 31, 2019.
2. A copy of said agreement shall be kept on file with the Township Clerk and available for public inspection during normal business hours.
3. This agreement is contingent upon both parties executing a resolution authorizing the agreement.

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

September 1, 2016



Township Clerk