

**SHARED SERVICES AGREEMENT BETWEEN PENNINGTON BOROUGH
AND MONTGOMERY TOWNSHIP FOR ANIMAL CONTROL SERVICES**

This Agreement, made this 9 day of January, 2017, by and between the Borough of Pennington, a municipal corporation having its principal place of business at 30 North Main Street, Pennington, NJ 08534, (“the Borough”) and the Township of Montgomery, a municipal corporation having its principal place of business at 2261 Van Ilorne 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 currently is provided animal control services from Hopewell Township; 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 certified Animal Control Officer to be responsible for animal control in Pennington Borough in accordance with Municipal Animal Control Best Practices promulgated by the New Jersey Department of Health, as set forth in the annexed Appendix A. The services to be provided shall include but not be limited to the following:

- Capture and impound stray animals and unlicensed dogs.
- Care for, feed, and maintain the sanitation of animals in the Township’s designated 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 and neutering.

2. The Township Animal Control Officer will impound and otherwise house animals from the Borough as needed at the Township's designated 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, adoption costs, etc.

4. Borough residents redeeming or surrendering animals must pay applicable the 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. The Borough is responsible for providing clerical/administrative support for this clinic.

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:
- Dog licensing
 - Nuisance wildlife not presenting a threat to public health and safety
 - Deer Carcass removal
 - Dog census (available for an additional fee under a letter of agreement)
 - 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:	\$11,000.00
January 1, 2018 - December 31, 2018:	\$11,200.00
January 1, 2019—December 31, 2019:	\$11,400.00

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.

1. Montgomery Township and Pennington shall each be responsible for their own negligent acts and omissions arising out of or relating to the performance of this agreement, consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.. Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees, and their successors and assigns, from and against all liability, claims, suits, demands, actions or causes of action of any kind and nature or any such negligent acts and omissions.

F. MISCELLANEOUS.

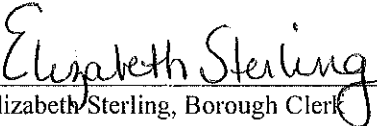
14. This Agreement shall become effective upon the adoption of appropriate resolutions by the Township and Borough approving the terms and conditions set forth in this Agreement and authorizing the Mayor and Clerk to authorize this Agreement. The Agreement may be executed in counterparts and any party 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.
15. 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.
16. 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.
17. 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.

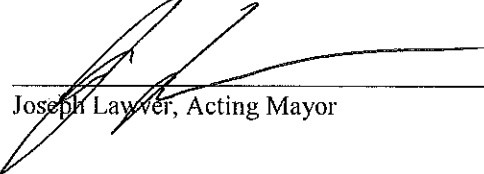
18. [NOTE] The Township and the Borough represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.
19. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by a court to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so 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:


Elizabeth Sterling, Borough Clerk


BOROUGH OF PENNINGTON


Joseph Lawyer, Acting Mayor

ATTEST:


Donna Kukla, Clerk

TOWNSHIP OF MONTGOMERY


ED TRZASKA, Mayor

APPENDIX A

Municipal Animal Control in New Jersey Best Practices May 2015

A. Legal Requirements (Excerpts)

1. New Jersey Statutes Annotated (N.J.S.A.) 26:4-78 through 95 address rabies control and mandate that animal bites and rabies exposures to humans and domestic animals be reported to the local department of health, which serves as the lead agency for rabies control activities. N.J.S.A. 26:4-82 requires health officers to order dogs and other animals that have bitten persons confined and observed by their owners at home or at an approved location for at least 10 days from the date of a bite.
2. N.J.S.A. 4:19, subchapter 15 addresses dog licensing, canvassing to identify unlicensed dogs, and other animal control requirements
3. N.J.S.A. 4:19-15.16 specifically addresses animal control activities, as summarized below:
 - N.J.S.A. 4:19-15.16 Section a. summarizes the criteria for a certified animal control officer (ACO) appointed by the municipal government to take into custody and impound dogs and other animals. N.J.S.A. 4:19-15.16a. (5) requires the impoundment of any dog or other animal (e.g., cats) off the property of the owner reported to, or observed by, an ACO to be ill, injured, or creating a threat to public health, safety or welfare, or otherwise interfering with the enjoyment of property. Ownership of the animal is required to be traced with procedures to notify the owner that the animal has been impounded. All impounded animals must be held for 7 days at a facility licensed as a pound prior to adoption or euthanasia. All surrendered animals shall be held for 7 days and offered for adoption before euthanasia or the animal may be transferred to an animal rescue organization facility or a foster home.
 - N.J.S.A. 4:19-15.16a requires the promulgation of regulations concerning training for animal control officers. New Jersey Administrative Code (N.J.A.C.) 8:23A subchapter 2 lists the requirements for the ACO and the animal cruelty investigator (ACI) certification courses.
 - N.J.S.A. 4:19-15.16b requires all municipalities to have a certified ACO to enforce the provisions of N.J.S.A. 4:19-15.16. ACOs that complete the law enforcement training course and are certified as ACIs can be authorized by the municipal government to enforce the New Jersey animal cruelty laws (N.J.S.A. 4:22), but ACIs that are not so authorized cannot enforce these laws.
 - N.J.S.A. 4:19-15.16c lists the authority of ACIs.
 - N.J.S.A. 4:19-15.16d requires all ACIs to forward a copy of signed complaints or summonses to the New Jersey Society for the Prevention of Cruelty to Animals (NJSPCA) within 5 business days.

Note: If animal control and impoundment services are not directly under the purview of the Health Officer (HO), it is essential that an oversight

relationship between the HO and both the ACO and the impoundment facility be developed to ensure an adequate response to rabies, stray animal and vicious dog situations. In municipalities where animal control services are provided by a private agency, the HO should be directly involved in contract development and review to ensure full compliance with all appropriate statutes and regulations. This process should include an assessment as to whether all ACOs from the agency are certified, can respond quickly to calls and complaints considering the geographic locations involved, and whether or not there is adequate impoundment space to meet the volume of animals from the municipality in question, as well as from other municipalities contracting with the facility.

4. N.J.S.A. 4:19-15.32 requires dogs and cats taken into custody of and impounded at a shelter, pound or an animal rescue organization to scan the animal for a microchip, notify the owner as to the whereabouts of the animal and the animal shall be held for at least 7 days after the owner is notified.
5. N.J.S.A. 4:19-17 through 37 addresses vicious and potentially dangerous dog situations.

B. Animal Control Services - Best Practices

1. **Timely response** to calls and complaints from the public concerning suspected rabid wild or domestic animals; dogs and cats that are stray, injured, ill, creating a threat to public health, safety or interfering with the enjoyment of property; and vicious dogs. The response to animal-related emergency calls should be prompt, even on nights, weekends and holidays in order to safely control dangerous animals and minimize pain and suffering of stray, sick and injured animals (N.J.S.A. 4:19-15.16).
2. **Capture** of stray domestic animals, as well as wild animal rabies vectors (i.e., raccoons, skunks, groundhogs, foxes, and bats), threatening the safety and health of residents. Proper equipment (i.e., transportation vehicles, rabies poles, protective gloves, uniforms and badges or credentials, and humane capture animal traps) is essential to safely carry out the above duties (N.J.S.A. 4:19-15.16).

Note: Capture of nuisance wildlife (i.e., healthy appearing raccoons not threatening humans, squirrels in attics, groundhogs burrowing in yards, etc.) is NOT required under statute for municipal animal control to provide. ACOs should be able to educate residents on how to abate wildlife nuisances and refer them to pest control services and other agencies that can assist residents if ACOs are not authorized by their supervisors to provide these services. In general, wildlife nuisance issues are under the authority of the New Jersey Department of Environmental Protection and ACOs require approval from the NJDEP, Division of Fish and Wildlife to handle nuisance wildlife.

3. **Investigation** of reports of animal bite and vicious dog incidents, seizure and impoundment of dogs meeting criteria under the State vicious dog law, and notifying HOs and municipal courts. (N.J.S.A. 4:19-19).

4. **Transportation of captured animals** to the impoundment facility for the municipality. Evaluate the captured animals for illness and injury at the time of capture and take them directly to a veterinary facility for treatment of injuries or illnesses. Transportation vehicles must meet regulatory standards (N.J.A.C. 8:23A-1.12).
5. **Keeping records** to properly document all calls and activities. The source (location of capture) and disposition (returned to owner, brought to impoundment or veterinary hospital) of each animal (N.J.A.C. 8:23A-1.13).
6. Serving notices for the **confinement** of biting or bitten domestic animals for rabies observation and monitoring these confinements, if authorized to do so by the HO (N.J.S.A. 26:4-82 and 83).
7. Arranging **transportation of rabies specimens** to the State Rabies Laboratory, if designated by municipality or local health department (N.J.A.C. 8:23A-1.10).
8. **Canvass for unlicensed dogs** (and cats if required by local ordinance) and take enforcement action when necessary (N.J.S.A. 4:19-15.15).
9. Routine **patrolling of the community** served for stray, sick or injured animals and those that are creating a threat to public health or safety or domestic animals causing a nuisance for residents. Patrolling should be done in the absence of specific complaints or reports (N.J.S.A. 4:19-15.16).
10. **Public education** through the media, as well as through community and school presentations regarding animal care topics such as responsible pet ownership, microchip identification and registration, rabies prevention, and the benefits of spaying and neutering pets.
11. **Participation** on local/county rabies and animal control related task forces, committees and groups.

C. Impoundment Facility Operation – Best Practices

Note: The same agency may provide both animal control and impoundment services, or these services can be provided by different agencies.

In order to be licensed and operate, impoundment facilities must meet the standards described in N.J.A.C. 8:23A-1.1 through 1.13 governing sanitary conduct and operation of licensed animal facilities. Municipal licensure requires inspection by the local health department and written approval that the facility is in compliance with all applicable laws, regulations and ordinances. Minimum impoundment facility functions include:

1. **Maintenance** of impounded animals under sanitary conditions.
2. **Reunite** owners with their lost animals by tracing ownership of impounded animals and notifying owners to reclaim their lost pets.

3. **Holding** impounded stray and surrendered animals for the mandatory 7 days to allow an opportunity for owners to reclaim them.
4. **Notifying** HO of all suspect rabid animals and human bite and other rabies exposures.
5. **Evaluation** of unclaimed impounded or surrendered animals as to their health status and suitability for adoption.
6. **Adoption** of unclaimed impounded and surrendered animals.
7. **Animal disease control and health care** programs shall be established and supervised by a licensed veterinarian. All sick animals shall be separated from healthy animals and provided with veterinary care under the supervision of the supervising veterinarian. He or she shall assist facility management in preventing and responding to disease outbreaks.
8. **Euthanasia** of unclaimed animals that are deemed unadoptable due to health or behavioral reasons.
9. **Disposal** of the remains of dead animals and other animal wastes.
10. **Keeping records** of the intake and disposition of all impounded and surrendered animals.
11. Prepare, or contract with a veterinarian to **prepare and properly package rabies specimens** for shipment to the State Rabies Laboratory.
12. **Provide public education**, for schools, the media, and other groups, regarding topics such as responsible pet ownership, rabies prevention, and the need for spaying and neutering of pets.
13. Impoundment facilities must **have a large enough capacity** to house animals obtained from their contract service areas and hold animals for the required 7 day period.

Shelter and impoundment facilities should encourage adoption of animals by working collaboratively with adoption and rescue groups, as well as other shelters, to place adoptable animals into long-term homes as quickly as possible.

Most animal shelter and impoundment facilities have to at least periodically euthanize unadoptable animals. It is important that shelters and pounds prevent overcrowding in the facility, which is often associated with increased animal (and worker) stress, unsanitary conditions and increased disease transmission between animals. Animals held long-term in a kennel environment may become less socialized and ultimately become unsuitable for adoption.

**RESOLUTION #16-9-230 - AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT
PURSUANT TO N.J.S.A. 40A:65-1, et seq., WITH THE BOROUGH OF PENNINGTON FOR FULL
SERVICE ANIMAL CONTROL AND SHELTERING**

WHEREAS, the governing bodies of the Township of Montgomery and the Borough of Pennington desire to execute a shared services agreement pursuant to N.J.S.A. 40A:65-1, et seq., for full service animal control and sheltering; and

WHEREAS, a shared services agreement, setting forth the rights and responsibilities of Montgomery and Pennington Borough, has been prepared and circulated for approval by the governing bodies of Montgomery and Pennington Borough.

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

1. The Township Committee approves the Township's participation in the shared services agreement with the Borough of Pennington for animal control and sheltering services for a 3-year period, beginning January 1, 2017 and ending December 31, 2019.
2. The Mayor and Clerk are authorized and directed to execute the shared services agreement.
3. A copy of said agree agreement will be available, pursuant to N.J.S.A.40A:65-5.b., at the offices of the Township Clerk for public inspection during normal business hours.

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 15, 2016



Township Clerk

**BOROUGH OF PENNINGTON
RESOLUTION 2017 – 1.24**

**RESOLUTION AUTHORIZING SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF MONTGOMERY
FOR ANIMAL CONTROL SERVICES**

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.), the Borough of Pennington seeks to enter into a contract with the Township of Montgomery (“Montgomery”) for the provision of Animal Control Services to the Borough;

WHEREAS, Montgomery provides full-service Animal Control to its 23,000 residents and also provides impound and shelter services to South Brunswick Township and Rocky Hill Borough;

WHEREAS, Montgomery will provide Animal Control Services to the Borough equivalent to the services it provides its own municipality, using Montgomery’s own staff or through contracts with outside agencies;

WHEREAS, without limiting the generality of the foregoing, Montgomery will provide a licensed Animal Control Officer and Animal Control Investigator to perform services in accordance with Best Practices promulgated by the New Jersey Department of Health, including but not limited to:

1. respond timely to calls and complaints concerning lost, stray, injured or nuisance domestic animals, as well as suspect rabid wild or domestic animals and vicious dogs;
2. capture stray domestic animals;
3. capture wild animals rabies vectors (eg., raccoons, skunks, groundhogs, foxes and bats) threatening the safety and health of residents;
4. investigate reports of animal bite incidents and vicious dogs, with seizure and impoundment of dogs meeting criteria for being vicious dogs under State law;
5. transport captured animals to impoundment facility;
6. evaluate captured animals being transported as to need for emergency veterinary care and contact veterinarian when necessary;
7. care for, feed and maintain sanitation of animals in the public pound and observe their physical condition and behavior;
8. promote the adoption of animals and support their spaying and neutering;
9. capture, impound and arrange for humane destruction of suspect rabid animals;
10. transport suspect rabies specimens for analysis at the State Public Health Laboratory;
11. investigate animal neglect and cruelty incidents;
12. investigate complaints regarding stray animals and licensed and unlicensed domesticated animals;
13. follow-up of routine dog bites, monitoring and release from home confinement;
14. patrol as appropriate for stray cats and dogs;
15. keep records to document all calls, activities and animals picked up, including the disposition of each animal;
16. issue summons for violations of local or state animal control regulations.

WHEREAS, Montgomery will impound and otherwise house animals from the Borough as needed at Montgomery's municipal kennel facility, and Montgomery shall provide all normal and customary kennel services that it provides to its own impounded animals;

WHEREAS, Borough residents redeeming or surrendering animals must pay applicable Montgomery shelter fees and these fees will be retained by Montgomery as a host community benefit;

WHEREAS, determination of adoptability or need for euthanasia of any animal will be at the discretion of Montgomery subject to applicable state laws;

WHEREAS, Montgomery will provide coverage for after-hours response to animal control emergencies, which shall include but not be limited to:

1. any sick or threatening animal;
2. animal cruelty;
3. bats in house, if there is possible exposure;
4. dogs at large that are being held by resident or police;

WHEREAS, Montgomery will provide veterinary and animal handling support for one annual rabies vaccination clinic for cats and dogs, at a time and location determined by mutual agreement, with the Borough responsible for providing clerical/administrative support for this clinic;

WHEREAS, Montgomery will provide a monthly report documenting its activities and will maintain associated files according to New Jersey Records Retention standards;

WHEREAS, all services performed under the contract will be performed in accordance with applicable State standards, laws and regulations;

WHEREAS, the following services are not to be covered by the contract:

1. issuance of dog licenses (which shall remain the Borough's responsibility);
2. capture of nuisance wildlife not presenting a threat to health and safety;
3. deer carcass removal;
4. dog census (which would require an extra fee);
5. initial "Notice of Bite and Confinement" reports (usually prepared by Police Department and forwarded to Animal Control for follow-up);
5. activities commonly known as "Trap/Neuter/Release" or Managed Feral Cat Colonies (with the understanding that Montgomery animal control policy does not support feral cat colonies);

WHEREAS, it is understood that the services provided by Montgomery shall include manpower, vehicle costs, veterinarian bills, euthanasia costs, adoption costs and, except as otherwise specified, all other costs it incurs related to work under the contract;

WHEREAS, it is further understood that the fee for Montgomery's services under the contract is based on a per capita allocation of direct costs associated with performing the services described above, including employee salary, office expenses, subcontractor agreements, equipment and supplies, and personnel training, with additional costs for excess mileage and overtime;

WHEREAS, the proposed shared services agreement is for a three year period with renewals annually, meaning that it can be effectively terminated, on notice, at the end of each year;