

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 29th day of Aug, 2012 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **TOWNSHIP OF ABERDEEN** ("the Municipality"), with its principal offices located at One Aberdeen Square Aberdeen, New Jersey 07747 (collectively the "Parties").

WHEREAS, Helmetta has seven licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control officer services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services

Agreement wherein Helmetta provides animal control services to the Municipality from September 1, 2012; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to

enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer"). Helmetta represents that the Animal

Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 8:00 am to 4:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when
paged:

- A. Sick, attacking or abnormally acting wildlife.
- B. Domestic animal attacking or threatening public safety.
- C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.
- D. The animal control officer shall not be required to trap nuisance wildlife.

E. The animal control officer will pick up dead wild animals as required by the municipality

F. The animal control officer will not be responsible for removing dead deer carcasses

G. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

H. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C Enforce the Municipalities Animal Control Ordinances as required by law and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary. Animal cruelty will be handled by the Monmouth County SPCA. The SPCA will handle transportation, impoundment, investigation, the issuance of summons and the court appearance of said cruelty case.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 8:00 a.m. or after 4 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2012 - \$75.00

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims relative to the services performed by the Animal Control Officer in the Municipality, unless the cause thereof shall be the result of the willful, wanton or intentional wrongful acts of Helmetta, its agents, officials, employees or servants. the Municipality shall, at its own expense, appear, defend and shall pay all charges for

attorneys and all costs and other expenses arising from all claims relative to the services performed by the Animal Control Officer in the Municipality and, if any judgment shall be rendered against Helmetta, its agents, officials, employees or servants, in any action arising out of the performance of the Animal Control Officer in the Municipality, the Municipality shall, at its own expense, satisfy and discharge such judgment.

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter: 2012- \$2,292.00 per month.

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2012. This Agreement may be renewed upon the same terms and conditions for a two year period beginning January 1, 2013, with the following price changes item 9 2013 \$76.50, 2014 \$78.00 and item 13. 2013 \$2,338.00 per month, 2014 \$2,385.00 per month provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary,

compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

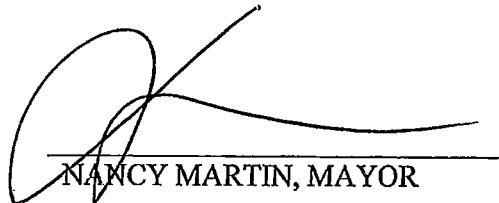
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA

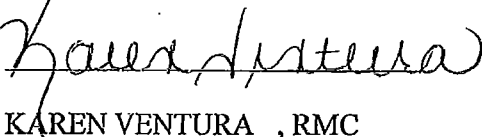

SANDRA BOHINSKI, RMC

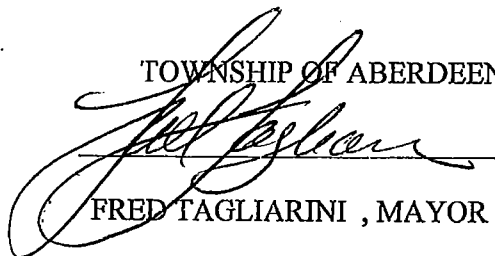

NANCY MARTIN, MAYOR

Signed this 29th day of August, 2012.

Attest:

TOWNSHIP OF ABERDEEN


KAREN VENTURA, RMC


FRED TAGLIARINI, MAYOR

Signed this 7 day of Aug, 2012

AGREEMENT FOR ANIMAL CONTROL SERVICES

An AGREEMENT dated this 31st day of Jan, 2012 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **TOWNSHIP OF CRANBURY** ("the Municipality"), with its principal offices located at 23-A North Main Street Cranbury, New Jersey 08512 (collectively the "Parties").

WHEREAS, Helmetta has six licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control officer services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services

Agreement wherein Helmetta provides animal control services to the Municipality from December 31, 2011; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to

enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer"). Helmetta represents that the Animal

Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when
paged:

A. Sick, attacking or abnormally acting wildlife.

B. Domestic animal attacking or threatening public safety.

C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.

D. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.

E. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C Enforce the Municipalities Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal

control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2012 - \$60.00 per incident 2013 -\$63.50 per incident, 2014- \$65.00 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims relative to the services performed by the Animal Control Officer in the Municipality, unless the cause thereof shall be the result of the willful, wanton or intentional wrongful acts of Helmetta, its agents, officials, employees or servants. the Municipality shall, at its own expense, appear, defend and shall pay all charges for attorneys and all costs and other expenses arising from all claims relative to the services performed by the Animal Control Officer in the Municipality and, if any judgment shall be rendered against Helmetta, its agents, officials, employees or servants, in any action arising out of the performance of the Animal Control Officer in the Municipality, the Municipality shall, at its own expense, satisfy and discharge such judgment.

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter 2012- \$300.00 per month, 2013- \$306.00 per month, 2014- \$312.00 per month

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2014. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2015, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

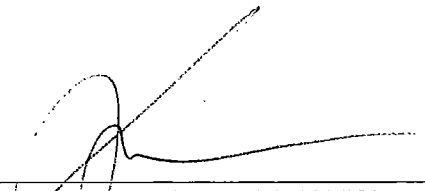
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA



SANDRA BOHINSKI, RMC

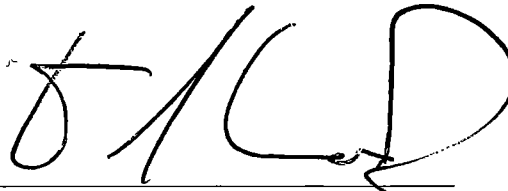

NANCY MARTIN, MAYOR

Signed this 6 day of January, 2012.

Attest:

TOWNSHIP OF CRANBURY


KATHLEEN CUNNINGHAM, RMC


~~WINTHROP CODY, MAYOR~~
DAVID COOK

Signed this 23rd day of Jan., 2012

AGREEMENT FOR ANIMAL CONTROL SERVICES

An AGREEMENT dated this 1st day of Oct, 2012 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **TOWNSHIP OF HAZLET** ("the Municipality"), with its principal offices located at 1766 Union Avenue Hazlet, New Jersey 07730 (collectively the "Parties").

WHEREAS, Helmetta has seven licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services

Agreement wherein Helmetta will provide animal control services to the Municipality from to October 1, 2012 ST
~~September 1, 2012~~; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to

enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer or ACO"). Helmetta represents that the

Animal Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 8:00 am to 4:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when called:

A. Sick, attacking or abnormally acting wildlife.

B. Domestic animal attacking or threatening public safety.

C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.

D. The animal control officer shall not be required to trap nuisance wildlife

E. The animal control officer will pick up dead wild animals as required by the municipality

F. The animal control officer will not be responsible for removing dead deer carcasses

G. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

H. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C. Enforce the Municipalities Animal Control Ordinances as required by law and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary. Animal cruelty will be handled by the Monmouth County SPCA. The SPCA will handle transportation, impoundment, investigation, the issuance of summons and the court appearance of said cruelty case.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 8:00 a.m. or after 4 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2012 - \$75.00 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. Helmetta shall defend, indemnify, protect and save harmless the Municipality, its agents, officials, employees and servants against all claims arising from or relating to the services performed by Helmetta under this agreement. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all

claims arising from or relating in any way to the services performed by the Municipality under this agreement..

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter: 2012- \$2,958.00 per month,

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2012. This Agreement may be renewed upon the same terms and conditions for a two year period beginning January 1, 2013, with the following price changes item 9.2013 \$76.50, 2014 \$78.00 and item 13. 2013 \$3017.00 per month, 2014 \$3,078.00 per month provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

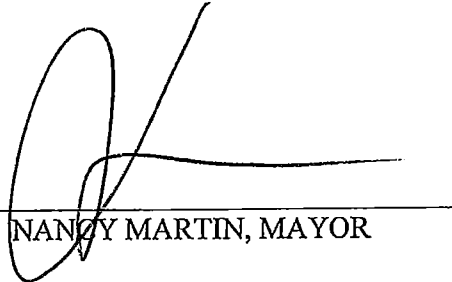
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA


SANDRA BOHINSKI, RMC


NANCY MARTIN, MAYOR

Signed this 29th day of August, 2012.

Attest:

TOWNSHIP OF HAZLET


EVELYN A. GRANDI, RMC


DAVID TINKER, MAYOR

Signed this 30th day of July, 2012

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 1 day of January , 2014 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **TOWNSHIP OF HOLMDEL**("the Municipality"), with its principal offices located at 4 Crawfords Corner Road Holmdel, New Jersey 07733(collectively the "Parties").

WHEREAS, Helmetta has seven licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services

Agreement wherein Helmetta will provide animal control services to the Municipality from to December 31, 2016; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to

enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Municipality; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer or ACO"). Helmetta represents that the

Animal Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 8:00 am to 4:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when paged:

A. Sick, attacking or abnormally acting wildlife.

B. Domestic animal attacking or threatening public safety.

C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.

D. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.

E. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C. Enforce the Municipalities Animal Control Ordinances as required by law.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality. . When able animals will be brought to Bayshore Veterinary Hospital 2168 State Route 35 S Holmdel, NJ 07733. Treatment costs are authorized for up to \$1000 per animal. Costs exceeding \$1,000 will need prior authorization from Township Administrator.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 8:00 a.m. or after 4:00 p.m. on weekdays or on

Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable monthly as billed:

2013 - \$75.00 per incident 2014 -\$76.50 per incident, 2015- \$78.00 per incident, 2016- \$79.50

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. Helmetta shall defend, indemnify, protect and save harmless the Municipality, its agents, officials, employees and servants against all claims arising from or relating to the services performed by Helmetta under this agreement. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims arising from or relating in any way to the services performed by the Municipality under this agreement..

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

The Borough shall name Holmdel as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter, 2014- \$1,000 per month, 2015- \$ 1,020 per month,

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

Quarterly activity reports will be submitted to the Township Administrator as outlined below:

1st Q Report Due by April 1

2nd Q Report Due by July 1

3rd Q Report Due by October 1

End of year summary January 15 of following year

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2015. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2016, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

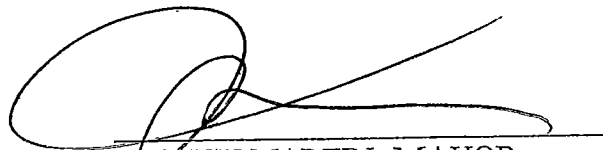
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA

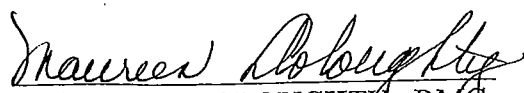

SANDRA BOHINSKI, RMC


NANCY MARTIN, MAYOR

Signed this 1st day of January, 2014.

Attest:

TOWNSHIP OF HOLMDEL


MAUREEN DOLOUGHTY, RMC


PATRICK IMPREVEDUTO, MAYOR

Signed this 10th day of December, 2013

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 28 day of March 2011 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **BOROUGH OF MATAWAN** ("the Municipality"), with its principal offices located at 201 Broad Street, Matawan New Jersey 07747 (collectively the "Parties").

WHEREAS, Helmetta has six licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control officer services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services

Agreement wherein Helmetta provides animal control services to the Municipality from to December 31, 2011; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to

enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer"). Helmetta represents that the Animal

Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when
paged:

A. Sick, attacking or abnormally acting wildlife.

B. Domestic animal attacking or threatening public safety.

C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.

D. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.

E. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C Enforce the Municipalities Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal

control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2012 - \$60.00 per incident 2013 -\$63.50 per incident, 2014- \$65.00 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims relative to the services performed by the Animal Control Officer in the Municipality, unless the cause thereof shall be the result of the willful, wanton or intentional wrongful acts of Helmetta, its agents, officials, employees or servants. the Municipality shall, at its own expense, appear, defend and shall pay all charges for attorneys and all costs and other expenses arising from all claims relative to the services performed by the Animal Control Officer in the Municipality and, if any judgment shall be rendered against Helmetta, its agents, officials, employees or servants, in any action arising out of the performance of the Animal Control Officer in the Municipality, the Municipality shall, at its own expense, satisfy and discharge such judgment.

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter: 2012- \$1020.00 per month, 2013- \$1040.00 per month, 2014- \$ 1060.00 per month

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2014. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2015, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

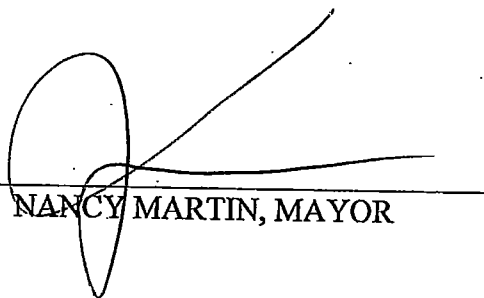
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA


SANDRA BOHINSKI, RMC

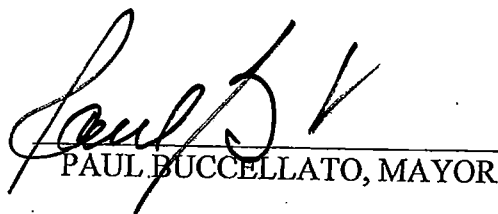

NANCY MARTIN, MAYOR

Signed this 28 day of March, 2012.

Attest:

BOROUGH OF MATAWAN


JEAN MONTFORT, RMC


PAUL BUCCELLATO, MAYOR

Signed this 20th day of March, 2012

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 6th day of January 2011 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **BOROUGH OF MILLTOWN** ("the Municipality"), with its principal offices located at 39 Washington Avenue, Milltown, New Jersey 08850 (collectively the "Parties").

WHEREAS, Helmetta has six licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control officer services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services Agreement wherein Helmetta provides animal control services to the Municipality from December 31, 2011; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer"). Helmetta represents that the Animal Control Officer shall at all times relevant to this Agreement have and maintain any required

licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when paged:

- A. Sick, attacking or abnormally acting wildlife.
- B. Domestic animal attacking or threatening public safety.
- C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.
- D. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.

E. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C Enforce the Municipalities Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal control services, providing that Helmetta has an animal control officer available, for and in

consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2012 - \$60.00 per incident 2013 -\$63.50 per incident, 2014- \$65.00 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims relative to the services performed by the Animal Control Officer in the Municipality, unless the cause thereof shall be the result of the willful, wanton or intentional wrongful acts of Helmetta, its agents, officials, employees or servants. the Municipality shall, at its own expense, appear, defend and shall pay all charges for attorneys and all costs and other expenses arising from all claims relative to the services performed by the Animal Control Officer in the Municipality and, if any judgment shall be rendered against Helmetta, its agents, officials, employees or servants, in any action arising out of the performance of the Animal Control Officer in the Municipality, the Municipality shall, at its own expense, satisfy and discharge such judgment.

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter: 2012- \$425.00 per month, 2013- \$434.00 per month, 2014- \$ 442.00 per month

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2014. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2015, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

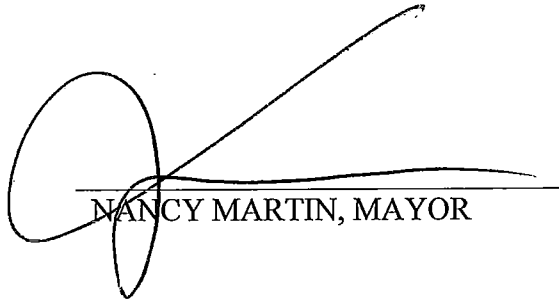
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA

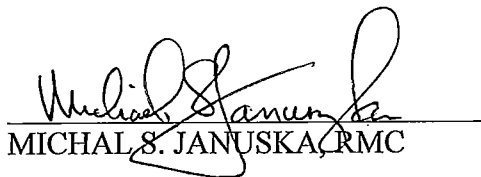

SANDRA BOHINSKI, RMC


NANCY MARTIN, MAYOR

Signed this 6th day of January, 2012.

Attest:

BOROUGH OF MILLTOWN


MICHAL S. JANUSKA, RMC


GLORIA BRADFORD, MAYOR

Signed this 16th day of December, 2012

AGREEMENT FOR BACK-UP ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 10 day of Sept, 2012 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **TOWNSHIP OF NORTH BRUNSWICK**("the Municipality"), with its principal offices located at 710 Herman Road, North Brunswick, New Jersey 08902 (collectively the "Parties").

RECITALS

WHEREAS, Helmetta has seven licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs back-up animal control officer services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into a shared services Agreement wherein Helmetta provides back-up animal control services to the Municipality from September 1, 2012 to December 31, 2013; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each municipality; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for back-up animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform back-up animal control services in the Municipality ("Animal Control Officer"). Helmetta represents that the Animal Control Officer shall at all times relevant to this Agreement have and maintain any

required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of back-up animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide a back-up Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9 and 10 below. Helmetta will provide this service on an as-needed basis when requested by the Municipality; provided, however, that if the Municipality does not provide Helmetta with at least forty-eight (48) hours notice that back-up services are required, Helmetta shall have the right to refuse to provide such back-up services. For purposes of this Section, notice must be effectuated by direct oral communication with Darren Doran, Chief Animal Control Officer of Helmetta, or his designee.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter.

6. The Animal Control Officer shall respond to the following incidents when called:

- a. Sick, attacking or abnormally acting wildlife.
- b. Domestic animal attacking or threatening public safety.
- c. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.
- d. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.
- e. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The animal control officer will pick up stray dogs that are contained.
- f. The animal control officer will pick-up a trapped animal provided that trap is the responsibility of the Municipality.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

- a. Handle all animals humanely.
- b. Respond to calls originating from the North Brunswick Police Department or designated official department.
- c. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.
- d. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. For and in consideration of providing such services as outlined in Paragraph 3, the Municipality agrees to pay Helmetta the following fee, billed on a monthly calendar basis, and paid within thirty days of the invoice date:

2012- \$50.00 per call per month,
2013 - \$50.00 per call per month,
2014 - \$51.00 per call per month, if Agreement is renewed.
2015 - \$52.00 per call per month, if Agreement is renewed.

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment; provided, however that the fees to be paid under this Section 9 shall not exceed two hundred dollars (\$200.00) per day.

10. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable monthly as billed:

2012 - \$75.00 per incident,
2013 - \$75.00 per incident,
2014 - \$76.50 per incident.
2015 - \$78.00 per incident.

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta to respond for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 9 above.

11. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

12. This Agreement shall terminate on December 31, 2013. However, this Agreement may be renewed upon the same terms and conditions for a two year period beginning January 1, 2014, provided that both parties have adopted resolutions authorizing the renewal of said Agreement sixty days prior to the termination date.

13. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality.

14. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

15. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

16. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto:

Attest:

BOROUGH OF HELMETTA

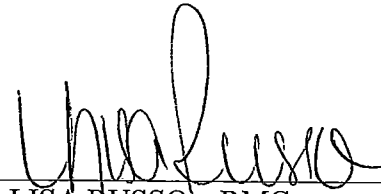

SANDRA BOHINSKI, RMC


NANCY MARTIN, MAYOR

Signed this 29th day of August, 2012.

Attest:

TOWNSHIP OF NORTH BRUNSWICK


LISA RUSSO, RMC


FRANCIS WOMACK III, MAYOR

Signed this 10 day of Sept, 2012

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this day of July, 2013 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **TOWNSHIP OF NORTH BRUNSWICK** ("the Municipality"), with its principal offices located at 710 Herman Road, North Brunswick, New Jersey 08902 (collectively the "Parties").

WHEREAS, Helmetta has seven licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services Agreement wherein Helmetta will provide animal control services to the Municipality from June 10, 2013 to December 31, 2016; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer or ACO"). Helmetta represents that the Animal Control Officer shall at all times relevant to this Agreement have and

maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.
3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.
4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.
5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter.
6. The Animal Control Officer shall respond to the following emergencies when paged:
 - A. Sick, attacking or abnormally acting wildlife.
 - B. Domestic animal attacking or threatening public safety.
 - C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.
 - D. The animal control officer shall not be required to trap nuisance wildlife or pick

E. The animal control officer will respond to dogs running at large. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C. Enforce the Municipalities Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal control services, providing that Helmetta has an animal control officer available,

for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

A. 2013 - \$75.00 per incident,

B. 2014 -\$76.50 per incident,

C. 2015- \$78.00 per incident,

D. 2016-\$79.50 per incident.

E. As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. Helmetta shall defend, indemnify, protect and save harmless the Municipality, its agents, officials, employees and servants against all claims arising from or relating to the services performed by Helmetta under this agreement. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims arising from or relating in any way to the services performed by the Municipality under this agreement..

12. The Municipality shall name Helmetta as an additional insured on its general liability

13. For and in consideration of providing such services, the Municipality agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter:

A. 2013- \$2,500.00 per month,

B. 2014- \$ 2,550.00 per month,

C. 2015- \$ 2,600.00 per month,

D. 2016-\$2,653.00 per month.

E. In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2016. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2017, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality.

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

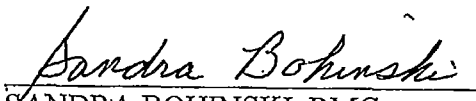
18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

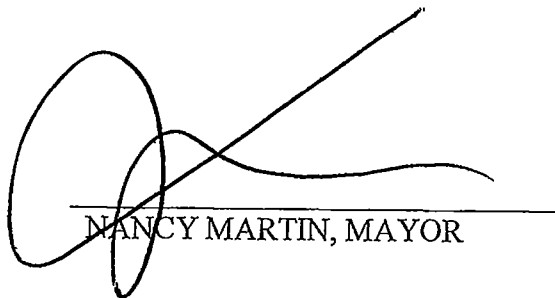
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

20. This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA


SANDRA BOHINSKI, RMC


NANCY MARTIN, MAYOR

Signed this 26th day of June, 2013.

Attest:

TOWNSHIP OF NORTH BRUNSWICK


LISA RUSSO, RMC


FRANCIS "MAC" WOMACK III, MAYOR

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 19th day of December, 2012 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **TOWNSHIP OF PLAINSBORO** ("Municipality"), with its principal offices located at 641 Plainsboro Road, Plainsboro, New Jersey 08536-2008
(collectively the "Parties").

WHEREAS, Helmetta has six licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services

Agreement wherein Helmetta will provide animal control services to the Municipality from to December 31, 2011; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to

enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer or ACO"). Helmetta represents that the

Animal Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when paged:

- A. Sick, attacking or abnormally acting wildlife.
- B. Domestic animal attacking or threatening public safety.
- C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.

D. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.

E. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C. Enforce the Municipalities Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal

control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2013 - \$75.00 per incident 2014 - \$76.50 per incident, 2015- \$78.00 per incident 2016- \$79.50 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. Helmetta shall defend, indemnify, protect and save harmless the Municipality, its agents, officials, employees and servants against all claims arising from or relating to the services performed by Helmetta under this agreement. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims arising from or relating in any way to the services performed by the Municipality under this agreement..

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to

pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter 2013- \$1,040.00 per month, 2014- \$1,061.00 per month, 2015- \$1,082.00 per month 2016 \$1,104.00 per month

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2016. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2017, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

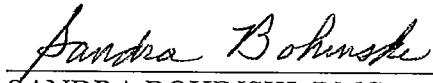
18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

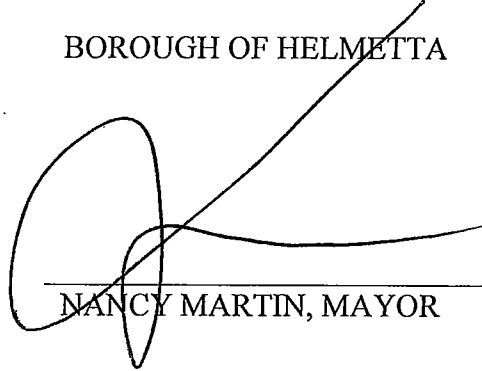
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA

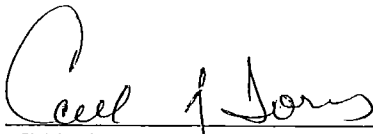

SANDRA BOHINSKI, RMC


NANCY MARTIN, MAYOR

Signed this 19th day of December, 2012.

Attest:

TOWNSHIP OF PLAINSBORO


CAROL J. TORRES, RMC


PETER CANTU, MAYOR

Signed this 12th day of December, 2012

ORIGINAL

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 28 day of March, 2012 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **BOROUGH OF SAYREVILLE** ("the Municipality"), with its principal offices located at 167 Main Street Sayreville New Jersey 08872 (collectively the "Parties").

WHEREAS, Helmetta has six licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control officer services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services

Agreement wherein Helmetta provides animal control services to the Municipality from December 31, 2011; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer"). Helmetta represents that the Animal

Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when
paged:

A. Sick, attacking or abnormally acting wildlife.

B. Domestic animal attacking or threatening public safety.

C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.

D. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.

E. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C Enforce the Municipalities Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal

control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2012 - \$60.00 per incident 2013 -\$63.50 per incident, 2014- \$65.00 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims relative to the services performed by the Animal Control Officer in the Municipality, unless the cause thereof shall be the result of the willful, wanton or intentional wrongful acts of Helmetta, its agents, officials, employees or servants. the Municipality shall, at its own expense, appear, defend and shall pay all charges for attorneys and all costs and other expenses arising from all claims relative to the services performed by the Animal Control Officer in the Municipality and, if any judgment shall be rendered against Helmetta, its agents, officials, employees or servants, in any action arising out of the performance of the Animal Control Officer in the Municipality, the Municipality shall, at its own expense, satisfy and discharge such judgment.

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter: 2012- \$1,732.00 per month, 2013- \$1,815.00 per month, 2014- \$1,898.00 per month

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2014. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2015, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

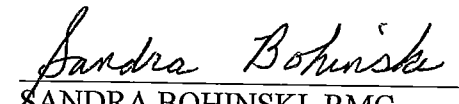
18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

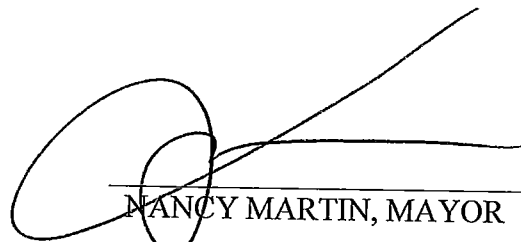
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA


SANDRA BOHINSKI, RMC

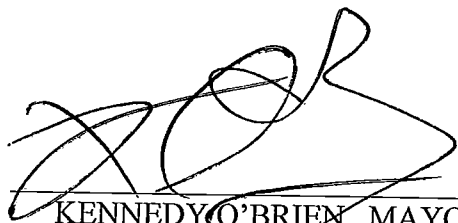

NANCY MARTIN, MAYOR

Signed this 28th day of March, 2012.

Attest:

BOROUGH OF SAYREVILLE


THERESA FABRANIEC, RMC


KENNEDY O'BRIEN, MAYOR

Signed this 19th day of April, 2012

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 21st day of November, 2012 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **THE BOROUGH OF SOUTH RIVER** ("the Municipality"), with its principal offices located at 48 Washington Street South River, New Jersey 08882 (collectively the "Parties").

WHEREAS, Helmetta has six licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services

Agreement wherein Helmetta will provide animal control services to the Municipality from ~~to~~

December 31, 2012; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to

enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer or ACO"). Helmetta represents that the

Animal Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs *at wholesale cost* exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta. *Cal 11/13/12*

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when
paged:

- A. Sick, attacking or abnormally acting wildlife.
- B. Domestic animal attacking or threatening public safety.
- C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.

D. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.

E. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C Enforce the Municipalities Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal

control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2013 - \$75.00 per incident 2014 -\$76.50 per incident, 2015- \$78.00 per incident 2016- \$79.50 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. Helmetta shall defend, indemnify, protect and save harmless the Municipality, its agents, officials, employees and servants against all claims arising from or relating to the services performed by Helmetta under this agreement. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims arising from or relating in any way to the services performed by the Municipality under this agreement..

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to

pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter 2013- \$901.25 per month, 2014- \$919.25 per month, 2015-\$938.00 per month, 2016-\$956.40 per month

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2016. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2017, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

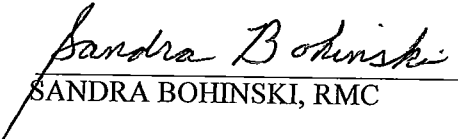
18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

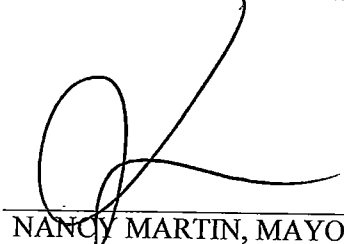
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

. This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA


SANDRA BOHINSKI, RMC

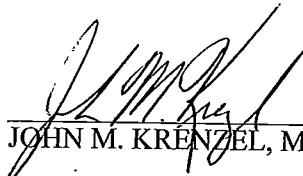

NANCY MARTIN, MAYOR

Signed this 19th day of December, 2012.

Attest:

BOROUGH OF SOUTH RIVER


PATRICIA O'CONNOR, RMC


JOHN M. KRENZEL, MAYOR

Signed this 21st day of November, 2012

AGREEMENT FOR ANIMAL CONTROL SERVICES

An **AGREEMENT** dated this 17 day of Dec. 2012 by and between the **BOROUGH OF HELMETTA** ("Helmetta"), 51 Main Street, Helmetta, New Jersey 08828 and the **BOROUGH OF SPOTSWOOD** ("the Municipality"), with its principal offices located at ") 77 Summerhill Road, Spotswood, New Jersey 08884. (collectively the "Parties").

WHEREAS, Helmetta has six licensed animal control officers; and

WHEREAS, Helmetta purchased multiple vehicles for animal control services to comply with the New Jersey State health control regulations; and

WHEREAS, the Municipality needs animal control services; and

WHEREAS, Helmetta and the Municipality are desirous of entering into an shared services Agreement wherein Helmetta will provide animal control services to the Municipality from to December 31, 2011; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4, Helmetta and the Municipality are authorized to enter into shared services agreements provided that the agreements are duly authorized by the governing bodies of each Borough; and

WHEREAS, the Borough of Helmetta and the Municipality have each adopted resolutions authorizing the execution of a shared services agreement for animal control services.

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

1. Helmetta shall provide a licensed animal control officer to perform animal control services in the Municipality ("Animal Control Officer or ACO"). Helmetta represents that the

Animal Control Officer shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and supervision to perform the animal control services required herein.

2. Helmetta shall provide the Animal Control Officer with such equipment as is necessary for the proper performance of animal control services in the Municipality. Helmetta represents that at all times relevant to this Agreement that the aforesaid equipment shall be maintained in good working order.

3. Helmetta shall provide an Animal Control Officer and such equipment as needed during the hours of 7:00 am to 3:00 pm, Monday through Friday, for the proper performance of animal control services in the Municipality in accordance with the duties and responsibilities set forth in the Ordinances of the Municipality and all other applicable laws and regulations for and in consideration of the payment referred to in Paragraph 9, 10, and 13 below.

4. Helmetta reserves the right to impose a fuel surcharge in the event that fuel costs exceed \$4.00 per gallon. This right may or may not be exercised by Helmetta.

5. Helmetta will require the Municipality to enter into a Shared Services Agreement for animal impoundment at Helmetta's Regional Shelter

6. The Animal Control Officer shall respond to the following emergencies when paged:

- A. Sick, attacking or abnormally acting wildlife.
- B. Domestic animal attacking or threatening public safety.
- C. Arrested suspect or incapacitated victim – animal in vehicle or home unattended due to police action.

D. The animal control officer shall not be required to trap nuisance wildlife or pick up dead wild animals.

E. The animal control officer will not respond to dogs running at large unless they are deemed a public threat. The ACO will pick up stray dogs contained.

F. The animal control will trap feral cats as required to protect the public health.

7. In performance of his duties in the Municipality, the Animal Control Officer shall:

A. Handle all animals humanely.

B. Handle all complaints and attend all court appearances in a timely and professional manner.

C Enforce the Municipalities Animal Control Ordinances as required by law. Investigate animal cruelty complaints and coordinate investigative and enforcement activities with the Municipalities Police Department and the Health Department as necessary.

D. Be able to properly fill out a rabies examination form and schedule a delivery to Trenton.

E. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.

F. Provide and maintain all necessary animal control equipment.

8. The Municipality shall be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Officer in the Municipality.

9. When the Municipality requires animal control services at any time not listed within Paragraph 3 above (i.e. at any time before 7:00 a.m. or after 3 p.m. on weekdays or on Saturdays, Sundays or Holidays recognized by Helmetta), Helmetta will provide such animal

control services, providing that Helmetta has an animal control officer available, for and in consideration of the payment of the following per incident fee, payable not less than quarterly as billed:

2013 - \$75.00 per incident 2014 -\$76.50 per incident, 2015- \$78.00 per incident 2016- \$79.50 per incident

As referenced herein an "incident" shall mean a call placed by a duly authorized representative of the Municipality to Helmetta for specified animal control services, as enumerated in Paragraph 6 above. This per incident rate shall be in addition to the consideration set forth in Paragraph 13 below.

10. When the Municipality requires an Animal Control Officer to appear in day court, the cost of that appearance will be \$100.00 per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance. The cost to appear at night court will be the standard per incident cost above to cover the ACO's overtime. This cost will cover investigation, court preparation, and the court appearance.

11. Helmetta shall defend, indemnify, protect and save harmless the Municipality, its agents, officials, employees and servants against all claims arising from or relating to the services performed by Helmetta under this agreement. The Municipality shall defend, indemnify, protect and save harmless Helmetta, its agents, officials, employees and servants against all claims arising from or relating in any way to the services performed by the Municipality under this agreement..

12. The Municipality shall name Helmetta as an additional insured on its general liability policy in connection with the provision of animal control services in the Municipality

13. For and in consideration of providing such services, the Municipality agrees to

pay Helmetta the following monthly fee in quarterly installments due on the first day of each quarter 2013- \$522.00 per month, 2014- \$535.00 per month, 2015- \$556.00 per month 2016 \$579.00 per month

In the event this agreement takes effect mid month, the monthly amount will be adjusted accordingly to reflect a partial monthly payment.

14. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other at the address shown on the first page, addressed to the Municipal Clerk.

15. This Agreement shall terminate on December 31, 2016. This Agreement may be renewed upon the same terms and conditions for a one year period beginning January 1, 2017, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

16. Nothing herein shall be construed to create an employer/employee relationship between the Animal Control Officer and the Municipality .

17. Pursuant to N.J.S.A. 40A:65-6, Helmetta shall at all times noted herein be the primary employer of the Animal Control Officer and shall be solely responsible for the salary, compensation, benefits, tenure, licensing, insurance, training and continuing education (if required) of the Animal Control Officer.

18. This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

. This Agreement is entered into on the date last signed by the parties hereto.

Attest:

BOROUGH OF HELMETTA

Sandra Bohinski
SANDRA BOHINSKI, RMC

Nancy Martin
NANCY MARTIN, MAYOR

Signed this 4th day of Jan, 2013.

Attest:

BOROUGH OF SPOTSWOOD

Patricia Destefano
PATRICIA DESTFANO, RMC

Thomas Barlow
THOMAS BARLOW, MAYOR

Signed this 27 day of Dec, 2012