

## **AGREEMENT FOR ANIMAL IMPOUNDMENT SERVICES**

This AGREEMENT dated this 6<sup>th</sup> day of January, 2012 is 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 owns and operates a municipal animal shelter (the "Shelter"); and

**WHEREAS**, the Shelter complies with all New Jersey State Health Department regulations and Middlesex County Health Department regulations; and

**WHEREAS**, the Municipality is in need of animal impoundment services; and

**WHEREAS**, Helmetta and the Municipality would like to enter into a shared services agreement wherein Helmetta provides animal impoundment services to the Municipality; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-4 of the Uniform Shared Services Act, Helmetta and the Municipality are authorized to enter into a shared services agreement provided that the agreement is duly authorized by the governing bodies of each municipality; and

**WHEREAS**, Helmetta and the Municipality have each adopted resolutions authorizing the execution of this shared services agreement (the "Agreement").

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties do hereby covenant and agree each with the other as follows:

1. **Services.** Helmetta shall provide the Municipality with full-time kennel services at the Shelter for the term of this Agreement. For the purposes of this Agreement, full-time kennel services shall mean housing, feeding and providing appropriate and necessary veterinary care for qualifying animals from the Municipality on a 24 hour per day, seven days per week basis. By entering into this Agreement, the Municipality agrees to abide by Helmetta's impoundment procedures, which procedures will be provided to the Municipality's Animal Control Officer ("ACO"), and which is attached to this Agreement as "Exhibit A".

2. **Animal Shelter Fees.** In consideration of the services to be provided by Helmetta pursuant to this Agreement, the Municipality agrees to pay Helmetta fees based upon the following schedule:

Administrative Fee

Administrative Fee	-	\$100.00
(Not applicable if Helmetta and the Municipality have entered into a separate shared services agreement for animal control services)		per month per municipality

Regular Shelter Fee

Per dog	-	\$100.00 per week
Per cat	-	\$90.00 per week
Per kitten up to 8 weeks	-	\$40.00 per week
Any other domestic animal	-	\$25.00 per week
(Rodents, birds, reptiles, amphibians, etc.)		

Redemption Fee for Stray Animals

When a resident of the Municipality redeems their stray animal from the Shelter, they shall pay a boarding fee to Helmetta in the amount of \$10.00 per day.	-	\$10.00 per day
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Special Circumstance Fee

The Municipality shall pay Helmetta a special circumstance fee in the amount of \$25.00 per day. A Special Circumstance shall be defined as a situation where a privately owned animal is impounded by an ACO, Health Officer, Police Officer, SPCA Officer or any Officer acting in an official capacity for the Municipality (including, but not limited to evictions, arrests, drug raids, DUI, and animal cruelty). The Municipality shall have the responsibility to seek reimbursement of that fee from the owner of the animal.	-	\$25.00 per day
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\*If the Special Circumstance Fee is appropriate, then the Regular Shelter Fee and the Redemption Fee shall not apply.

Additional Charges

Quarantine for 10 days	-	\$150.00
Rabies Prep	-	\$75.00

Veterinary Care Charges

The Municipality agrees to pay Helmetta the full actual cost incurred by Helmetta for the provision of veterinary services for the treatment of any animal from the Municipality.	-	see attached
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### Shelter Fee Increase

The above fees will increase automatically at the beginning of each calendar year (2013, 2014) by the amount of 2%

3. **Payment Obligations; Interest.** Helmetta shall bill the Municipality on a monthly basis for the services provided to the Municipality relating to the Shelter based upon the fee schedule set forth within Section 2 of this Agreement. The Municipality agrees to pay Helmetta for the monthly services provided to the Municipality relating to the Shelter within thirty (30) days of receipt of the monthly invoice. If the Municipality fails to timely pay any monthly invoice, it shall be responsible to pay Helmetta a late fee in the amount of 2% interest (compounded daily) for every day that the payment is late.

4. **Term of Agreement.** This Agreement shall take effect upon the date that it is fully executed by the Parties and shall expire on December 31, 2014. This Agreement shall be automatically renewed upon the same terms and conditions for two one-year periods beginning on January 1 of each year, unless either Party gives sixty (60) days written notice of its intention to terminate the Agreement.

5. **Veterinary Services.** Helmetta shall, in its sole and reasonable discretion, determine if any animal in the Shelter is in need of veterinary services and, if so, shall arrange for the provision of such veterinary services from a licensed veterinarian. The Parties acknowledge and recognize that the cost of veterinary services for animals in the Shelter is provided at a municipal discount and the Municipality agrees to pay Helmetta the full actual cost of veterinary services incurred for any animal impounded from the Municipality.

6. **Right to Refuse to Accept Animals.** Helmetta shall have the right, in its sole and reasonable discretion, to refuse to accept any animal brought to the Shelter for impoundment based upon the animal's condition and/or upon the type of animal.

7. **Responsibility of Parties.** The Municipality shall be responsible for the condition of each animal that its ACO brings to the Shelter until Helmetta formally accepts custody of such animal during the Shelter's regular business hours. Unless an animal was brought in under Special Circumstances, as defined within Section 2 of this Agreement, any animal brought to the Shelter by the Municipality shall become the lawful property of Helmetta after seven (7) days.

8. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party.

9. **Default.** The failure of any of the Parties to timely perform any of their obligations required hereunder, and the continuance of such failure for a period of thirty (30) days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (a "Notice of Default"), shall be an Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any remedies

available to it at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, or obligations under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by the Parties in asserting any of their rights or remedies as to any Event of Default by the other Parties shall not operate as a waiver of such Event of Default, or of any such rights or remedies, or shall deprive the Parties of their right to institute and maintain any actions or proceedings which they may deem necessary to protect, assert or enforce any such rights or remedies. Moreover, no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

**10. Notices and Demands.** A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

**As to Helmetta:**

Borough Clerk  
Borough of Helmetta  
51 Main Street  
Helmetta, New Jersey 08828

**As to the Municipality:**

Borough Clerk  
Borough of Milltown  
39 Washington Avenue  
Milltown, New Jersey 08850

From time to time either party may designate a different person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days notice in advance of such change of address in accordance with the provisions hereof.

**11. Entire Agreement; Amendments to Agreement.** This Agreement represents the entire agreement by and between the Parties with respect to the issues set forth herein and supersedes and replaces any and all previous agreements between or for the benefit of the Parties. No amendment to this Agreement shall be considered binding on either of the

Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Parties with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in such amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect.

12. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Middlesex County, New Jersey, and the Parties hereby waive all objections to such venue.

13. **Severability.** The terms, covenants and provisions of this Agreement shall be deemed to be severable and the invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other portion thereof.

14. **Assignment.** Neither party shall assign this Agreement without the prior written permission of the other party.

15. **Titles of Articles and Sections.** The titles of the several Articles and Sections of this Agreement, as set forth at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

16. **Successors Bound.** This Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

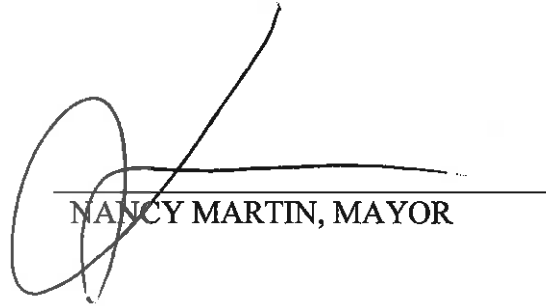
17. **Authorization.** Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Attest:

BOROUGH OF HELMETTA

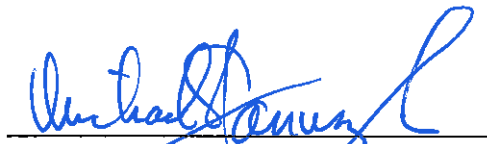
  
SANDRA BOHINSKI, RMC

  
NANCY MARTIN, MAYOR

Signed this 6<sup>th</sup> day of January, 2011.

Attest:

BOROUGH OF MILLTOWN

  
MICHAEL S. JANUSZKA, RMC

  
GLORIA BRADFORD, MAYOR

Signed this 14<sup>th</sup> day of December, 2011

## **AGREEMENT FOR ANIMAL CONTROL SERVICES**

An **AGREEMENT** dated this 6<sup>th</sup> 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.

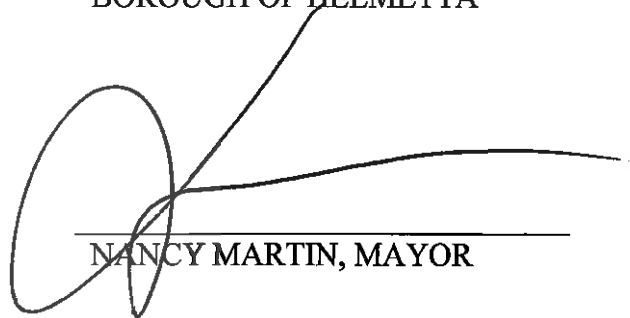
19. This Agreement and any dispute arising thereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

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 6<sup>th</sup> day of January, 2012.

Attest:

BOROUGH OF MILLTOWN

  
MICHAL S. JANUSKA, RMC

  
GLORIA BRADFORD, MAYOR

Signed this 16<sup>th</sup> day of December, 2012

## RESOLUTION

#2011 – 47

### AUTHORIZATION TO SIGN AGREEMENT WITH THE BOROUGH OF MILLTOWN IMPOUNDMENT SERVICES AND ANIMAL CONTROL SERVICES

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A :65-1 et seq. authorizes municipalities to contract with each other for shared services ; and

**WHEREAS**, the Borough of Helmetta has entered into a Shared Services Agreement with the Borough of Milltown for the purpose of Animal Control Services and Animal Impoundment Services for a period ending December 31, 2011 ; and

**WHEREAS**, the Borough of Milltown wishes to continue said Shared Services Agreement with the Borough of Helmetta for the purpose of Animal Control Services and Animal Impoundment Services ; and

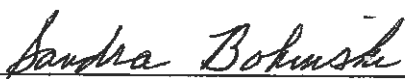
**WHEREAS**, proposed Agreements have been prepared for the Borough of Helmetta to provide the Borough of Milltown with Animal Control Services and Animal Impoundment Services for a three (3) year period commencing January 1, 2012 ;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Helmetta, County of Middlesex, State of New Jersey, that the ayor and Borough Clerk be, and they are hereby authorized to execute the agreements for Animal Control Services and Animal Impoundment Services.

	Motion	Second	Aye	Nay	Abstain	Absent
Peckham	✓		✓			
Asciolla						✓
Janeczek		✓	✓			
Karczewski			✓			
Perez			✓			
Smith						✓

### CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on January 6, 2012.

  
Sandra Bohinski, RMC  
Municipal Clerk

**RESOLUTION  
R11-262**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to contract with each other for shared services; and

**WHEREAS**, the Borough of Milltown entered into a Shared Services Agreement with the Borough of Helmetta for the purpose of Animal Control Services and Animal Impoundment Services for a period ending December 31, 2011; and

**WHEREAS**, the Borough of Milltown wishes to continue said Shared Services Agreement with the Borough of Helmetta for the purpose of Animal Control Services and Animal Impoundment Services; and

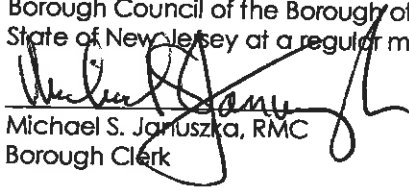
**WHEREAS**, proposed Agreements has been prepared, copy attached hereto, for the Borough of Helmetta to provide the Borough of Milltown with Animal Control Services and Animal Impoundment Services for a three (3) year period commencing January 1, 2012; and

**WHEREAS**, the Borough Council is of the opinion that entering into said agreement with the Borough of Helmetta is in the best interests of the residents of the Borough of Milltown;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Milltown, County of Middlesex, State of New Jersey, that the Mayor and Borough Clerk be, and they are hereby authorized to execute and submit to the Borough of Helmetta the attached Agreements for Animal Control Services and Animal Impoundment Services.

Dated: December 12, 2011

I, Michael S. Januszka, Clerk of the Borough of Milltown hereby certify that the foregoing is a true copy of a resolution duly adopted by the Borough Council of the Borough of Milltown, Middlesex County, State of New Jersey at a regular meeting held on December 12, 2011.

  
Michael S. Januszka, RMC  
Borough Clerk