

SHARED SERVICE AGREEMENT

THIS AGREEMENT made this 12th day of Jan, 2009, by and between the Township of Montville, a Municipal Corporation of the State of New Jersey with its principal office located at 195 Changebridge Road, Montville, Morris County, NJ hereinafter called "Montville"

-AND-

The Borough of Lincoln Park, a Municipal Corporation of the State of New Jersey with its principal office at 34 Chapel Hill Road, Lincoln Park, Morris County, New Jersey, hereinafter called "Lincoln Park", for animal control services and use of Montville's Impound Facility.

WITNESSETH

WHEREAS, the parties herein desire to enter into a Shared Service Agreement pursuant to NJSA 40A:65-1 et seq.; and

WHEREAS, Lincoln Park desires to obtain animal shelter services and limited animal control officer services from Montville.

NOW, THEREFORE, in consideration of the provisions and mutual covenants made herein and other good and valuable consideration, the parties agree as follows:

1. The Township of Montville hereby agrees to provide animal shelter services, as well as limited Animal Control Officer services, to Lincoln Park for the period of January 1, 2010 through December 31, 2019, with either party having the option to renew the Agreement for a term of ten years.

2. Fees paid by Lincoln Park throughout the term of this Agreement for animal shelter services rendered, shall be as follows:

- A. \$4.09 per day boarding fee
- B. \$25.58 euthanasia fee
- C. \$25.58 disposal fee
- D. \$5,947.84 per quarter service charge

The quarterly service charges shall be paid on the first month of each quarter. Payments for related animal shelter activities shall be made to the Township of Montville upon presentation of requests for payment and vouchers to be rendered ~~monthly~~ quarterly by Montville to Lincoln Park, together with ~~monthly~~ quarterly reports. Lincoln Park shall have thirty (30) days from the date of quarterly billing to make payments in full to Montville. Payments received more than thirty (60) days after the

above listed due date (90 days after billing date) shall be subject to an interest fee of eight (8%) per centum per annum retroactive to said due date.

There will be an annual increase in the per quarter service charges and fees based upon the percentage increase in the CPI (NY-NJ Urban Wage Earners and Clerical Workers Index) which shall be calculated on an annual basis on the anniversary date.

3. There shall be an additional capital contribution from Lincoln Park to Montville of \$47,216 which shall be made upon execution of this Agreement and shall be utilized as the contribution of Lincoln Park towards the construction of the new animal shelter. Capital contributions can be paid in ten (10) annual installments plus interest of \$4,721.60 per each installment plus interest. The interest charged to Lincoln Park shall simply be a "pass-through" of the interest incurred by the Township of Montville for the debt incurred on the balance of capital monies due from Lincoln Park for the construction of the new Animal Shelter.

4. Veterinary charges for privately owned animals shall be the responsibility of and paid by the owner of the animal.

5. The Township of Montville shall shelter all such dogs in the refuge of the Township of Montville and shall retain such dogs in custody for the purpose of providing shelter, food and care for the same for the period of time provided by law and shall dispose of such animals not claimed, redeemed or released to the owners or adopted by new owners in the manner prescribed by law.

6. The Township of Montville and Lincoln Park shall both keep and maintain accurate records of each licensed and unlicensed dog impounded or sheltered and such records shall show in detail the time, place and circumstance under which each dog came into the possession, custody or control of the Township of Montville and the disposition of all such dogs. Such record shall, at all times, be available and open for inspection by the officers and agents of the Township of Montville and Lincoln Park. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles related to same.

7. Lincoln Park shall continue to keep the necessary records and census of all dogs within its territory as required by law and shall continue to license all dogs within its corporate limits in accordance with such law.

8. The Township of Montville shall be entitled to retain all monies which it may collect for the redemptions of animals by the owners thereof, for the boarding of such animals and from the disposals of any such animals which shall not be redeemed within the period prescribed by law.

9. No unlicensed animal with a valid rabies inoculation shall be returned to the owner who is a resident of Lincoln Park unless the owner first secures a license

from Lincoln Park. Should the unlicensed animal require an updated rabies booster prior to licensing, the animal will be released to the owner with notification to Lincoln Park for follow-up.

10. Every effort will be made by the Township of Montville to encourage the adoption of stray animals.

11. The Montville Township Animal Control Officer shall be made available to Lincoln Park for up to 204 hours throughout the calendar year. This time shall be to provide patrol and routine surveillance service. Included in this time is any emergency animal control needs which would include the pick-up and impoundment of any stray, injured or entrapped animal with the emergency transportation of sick or injured animals to a licensed veterinarian, medical expenses of which are to be the responsibility of Lincoln Park. In the event the Animal Control Officer is called out to respond to an incident in Lincoln Park outside of normal working hours on a Saturday, Sunday or Holiday, a minimum of three (3) hours will be charged against the account. A two (2) hour minimum shall apply if the call out is on any other day. The transportation of animal heads to the State of New Jersey Laboratory or one of their approved courier sites for rabies analysis shall also be the responsibility of Lincoln Park. In the event additional time beyond the hours allotted in this agreement is determined to be necessary, the Animal Control Officer shall be made available at an hourly rate of fifty one dollars and fifteen cents (\$51.15) per hour. This service shall not include dog bite investigation and follow-up.

12. The individuals performing services under this contract shall be employees of Montville and therefore Montville shall at all times herein be responsible for the employees. Montville shall maintain all required Workers Compensation Insurance coverage for the individuals. The individuals shall not be considered employees of Lincoln Park.

13. It is expressly understood and agreed that Lincoln Park is solely a contract customer of the Township of Montville and shall acquire, by this contract, no ownership, capital, property rights or equity in the Animal Shelter of the Township of Montville, nor shall Lincoln Park acquire by said contract any rights, express or implied, to participate in any way, in the operation or the administration of the Montville Township Shelter or participate in any capacity, in any Agreements or any other disposition of the Animal Shelter property, including, but not limited to, participation in eminent domain proceedings.

14. Lincoln Park will, each fiscal year, subject to available appropriations, make all budgetary and other provisions of appropriations necessary to provide for or authorize payment to the Township of Montville during such fiscal year of the annual fees as stated hereunder.

15. Either party reserves the right to terminate its obligation under this Agreement upon written notice served to either party within ~~thirty (30)~~ sixty (60) days of

anticipated termination. In the event the Montville exercises this right, it shall provide a pro rata reimbursement of the capital payment. In the event Lincoln Park exercises this right, it shall make full payment of the capital balance plus interest.

16. The Township of Montville shall provide animal shelter services in accordance with the standards and specifications annexed hereto as Schedule A and use reasonable diligence provided that the Township of Montville shall not be liable for any uncontrollable failure, interruption or loss or damage resulting from any failure to provide the services which are the subject of this Agreement.

17. No assignment or transfer of this Agreement or resale of the service provided hereunder shall be made without the express consent of the Township of Montville and the consent of the Borough of Lincoln Park, in writing.

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


19. Lincoln Park hereby agrees to save, indemnify and hold Montville harmless against all liability, claims and judgments or demands for damages arising from accidents, losses or injury to persons or property in regard to the ACO activities undertaken by Montville officials in connection with their duties in Lincoln Park provided the liability, claims and judgments or demands do not arise out of the negligent acts of Montville's employees. Montville hereby agrees to save, indemnify and hold Lincoln Park harmless against all liability, claims and judgments or demands for damages arising from accidents, losses or injuries to persons or property in regard to the ACO activities undertaken by Montville ~~or its employees~~ Township Officials in connection with their duties in Lincoln Park provided the liability claims and judgments or demands are out of the negligent acts of Montville employees.

20. Montville agrees to maintain the same or substantially similar liability insurance in an amount equal to or in excess of the insurance currently in place.

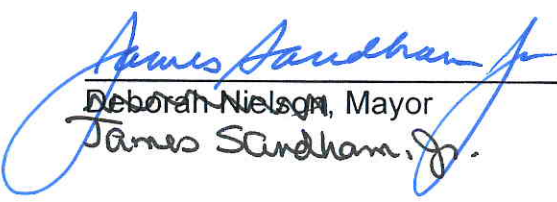
IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST:

TOWNSHIP OF MONTVILLE



Gertrude Atkinson, Municipal Clerk



~~Deborah Nielson, Mayor~~
James Sandham, Jr.

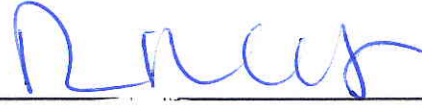
BOROUGH OF LINCOLN PARK

ATTEST:



Annette Maida-Smith, RMC
Municipal Clerk

[MUNICIPALITY]



David, A. Runfeldt, Mayor



SCHEDULE A

Montville Will Provide the Following Services

- a. Animal shelter facilities shall be provided that are maintained properly with sufficient heat and light and otherwise maintained in compliance with rules and regulations of the State Department of Health.
- b. All animal enclosures shall be provided with proper food and bedding, together with outdoor runs. Indoor surfaces shall be impervious to moisture, cleaned and disinfected daily.
- c. Daily supervision, care and observation of all animals shall be provided together with veterinary services.
- d. Montville will provide proper record keeping and animal placement for unclaimed animals.
- e. All animals will be sheltered for a minimum of seven (7) days unless specifically turned in for euthanasia purposes and thereafter humanely disposed of.