

## AGREEMENT

THIS AGREEMENT made this *24<sup>th</sup>* day of *January*, 2006 by and between the Township of Boonton in the County of Morris, State of New Jersey and the Township of Montville, a municipal corporation of the State of New Jersey, having its principal place of business at 195 Changebridge Road, Township of Montville, County of Morris and State of New Jersey:

WITNESSETH:

WHEREAS, The Township of Montville is presently operating an animal shelter in the Township of Montville pursuant to its program to control animals at large in the Township of Montville and other related functions; and

WHEREAS, the Township of Boonton is desirous of utilizing the services and facilities of the animal shelter of the Township of Montville; and

WHEREAS, the Township of Montville is agreeable to accept the Township of Boonton as a customer for the use of such facilities subject to certain terms and conditions relating to the fixing of fees for said services and other matter;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties hereto, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

1. The Township of Montville hereby agrees to provide animal shelter services, as well as Animal Control Officer services to the Township of Boonton for the period of January 1, 2006 through December 31, 2006, with either party having the option to renew the Agreement, for a term of one year, with thirty (30) days written notice of such intention to renew the Agreement to either party and subject to the covenants and conditions of this agreement, except that the fees to the Township shall be revised to be in accordance with the fees then in effect.
2. Fees paid by the Township of Boonton throughout the term of this Agreement for animal shelter services rendered, shall be as follows:
  - A. \$4.00 per day boarding fee
  - B. \$25.00 euthanasia fee
  - C. \$25.00 disposal fee
  - D. \$2,775.00 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, together with monthly reports.

3. Veterinary charges for privately owned animals shall be the responsibility of and paid by the owner.
4. 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 in the manner prescribed by law.
5. The Township of Montville and Boonton Township 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 records shall, at all times, be available and open for inspection by the officers and agents of the Township of Montville and Township of Boonton. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles relating to same.
6. The Township of Boonton shall continue to keep the necessary records and census of all dogs within its territory required by law and shall continue to license all dogs within its corporate limits in accordance with such law.

7. 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.
8. No unlicensed animal will be returned to the owner unless the owner first secures a license from the Township of Boonton.
9. Every effort will be made by the Township of Montville to encourage the adoption of stray animals.
10. The Montville Township Animal Control Officer shall be made available to the Township of Boonton for up to 180 hours per year in order 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 to be the responsibility of Boonton Township. Should the Animal Control Officer be called out to respond to an incident in Boonton Township outside of normal working hours, a minimum of three (3) hours will be charged to the account. The transportation of animal heads to the State of New Jersey Laboratory for rabies analysis shall also be the responsibility of Boonton Township. Requests by residents for animal control services shall be directed to the Board of Health of Boonton Township. Services will be provided only upon request of a duly authorized Boonton Township Official. Nothing herein, however, shall be deemed to restrict the authority of the Montville Township Animal Control Officer to take custody of dogs or other action that he/she deems necessary during routine patrol or surveillance in accordance with the terms of this agreement. In the event additional time beyond the 180 hours allotted in this agreement is determined to be necessary, the Animal Control Officer shall be made available at an hourly rate of fifty dollars (\$50.00) per hour.
11. It is expressly understood and agreed that the Township of Boonton 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 the Township of Boonton acquire by said contract any rights, express or implied, to participate in any way, in the operation or the administration of the Montville Township Animal 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.
12. Where appropriate local ordinances permit, the Montville Township Animal Control Officer will issue a summons, in the Municipal Court having jurisdiction, to the owner of an animal found running at large. The fine and court costs will be retained by the Township of Boonton. All other licensing and administrative regulations shall be the responsibility of the Township of Boonton. The Animal Control Officer of the Township of Montville will be given full rights of enforcing the provisions of this agreement in accordance with the pertinent ordinances and regulations of the Township of Boonton.
13. The Township of Boonton will, each fiscal year, 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.
14. Either party reserves the right to terminate its obligation under this Agreement either upon written notice served to either party within thirty (30) days of anticipated termination or in the event of default by the other, provided that such termination shall in no way relieve the obligation to pay any outstanding charges then due and owing or to become due and owing. The Township of Boonton may also terminate its obligation under this agreement in the event that the aggregate of fees and charges paid and to be paid to the Township of Montville equals or exceeds the sum budgeted for the purpose in the approved Municipal Budget for the current fiscal year. In the event that the contract is terminated because of such budgeting limitations, such termination shall in no

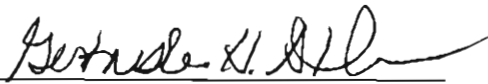
way relieve the obligation to pay any outstanding charges then due and owing or to become due and owing.

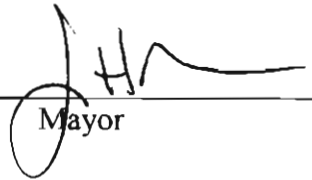
15. The Township of Montville shall provide animal shelter services in accordance with the standards and specifications annexed hereto as Schedule A and use reasonable diligence provided that the Township of Montville shall not be liable for any uncontrollable failure, interruption or loss or damage resulting from any failure to provide the services which are the subject of this Agreement.
16. 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, in writing.
17. This agreement shall be for the term of twelve (12) months, commencing January 1, 2006. Services for the following year must be negotiated and a new contract signed prior to December 31, 2006.

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

ATTEST:

TOWNSHIP OF MONTVILLE

  
Township Clerk

By:   
Mayor

ATTEST:

TOWNSHIP OF BOONTON

  
Township Clerk

By:   
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.