

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2006 by and between the Town of Morristown 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 Town of Morristown 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 Town of Morristown 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 to the Town of Morristown for the period of January 1, 2006 through December 31, 2006.
2. Fees paid by the Town of Morristown 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. \$25.00 Delivery/Turn-in Fee
 - E. \$405.00 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 any animal requiring such care shall be the responsibility of and paid by the Town of Morristown.
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 Town of Morristown shall both keep and maintain accurate records of each licensed and unlicensed dog or cat impounded or sheltered and such records shall show in detail the time, place and circumstance under which each dog or cat came into the possession, custody or control of the Township of Montville and the disposition of all such dogs and cats. Such records shall, at all times, be available and open for inspection by the officers and agents of the Township of Montville and Town of Morristown. 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 Town of Morristown 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 or obtains specific written authorization to do so from the Town of Morristown.
9. Every effort will be made by the Township of Montville to encourage the adoption of stray animals.
10. The Montville Township Animal Shelter shall be the primary animal shelter used by the Town of Morristown subject to space availability for the type of animal to be sheltered. Arrangements shall be made with the Montville Township Animal Control Officers, or their designees, prior to the delivery of said animals to ensure access to the shelter and receipt of the animal. If delivery of said animal is not within normal operating hours and a Montville Township representative must be called in to accept the animal, a minimum of three hours will be charged toward the account at fifty dollars (\$50.00) per hour. Should the transportation of animal rabies specimens to the State of New Jersey laboratory for rabies analysis be required, such transportation shall be the responsibility of the Town of Morristown.
11. It is expressly understood and agreed that the Town of Morristown 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 Town of Morristown 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. The Town of Morristown 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.
13. 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 Town of Morristown 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.
14. 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.
15. 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.
16. 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.

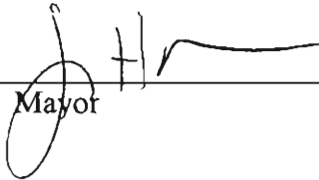
IN WITNESS WHEREOF, the parties have hereunto affixed their hands and

seals the day and year first written above.

ATTEST:


TOWNSHIP OF MONTVILLE

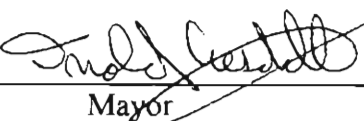

Township Clerk

By: 
Mayor

ATTEST:

TOWN OF MORRISTOWN


Town 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.