

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND  
THE CITY OF NEW BRUNSWICK  
FOR ANIMAL CONTROL AND SHELTER SERVICES WITH VETERINARY CARE**

**WHEREAS**, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq., the Township of North Brunswick (“Township”) may enter into a Shared Services Agreement with other governmental units by adoption of a resolution therefor; and

**WHEREAS**, in July of 2013, pursuant to Resolution 206-7.13, the Township of North Brunswick entered into an agreement with the Borough of Helmetta for Animal Control and Shelter Services; and

**WHEREAS**, the Agreement was scheduled to terminate December 31, 2016; and

**WHEREAS**, the Helmetta Animal Regional Shelter (HRAS) had been under scrutiny after several failed inspections, and on November 13, 2014, the New Jersey Society and Prevention of Cruelty to Animals (NJSPCA) and Middlesex County Health Department inspected the facility and as a direct result, quarantined the HRAS, stopping all animal intakes; and

**WHEREAS**, on December 1, 2014, Helmetta granted temporary receivership of the facility to the NJSPCA that appointed interim shelter director along with new shelter management; and

**WHEREAS**, on March 16, 2015, Helmetta notified the Township that the contract will be terminated in sixty days in accordance with the Shared Services Agreement; and

**WHEREAS**, in May of 2015, pursuant to Resolution 160-5.15, with the anticipation that Helmetta would no longer be able to provide services in accordance with their contract, the Township negotiated a one-year contract with the City of New Brunswick for *Animal Control and Shelter Services* (Shelter Services to be provided by Blumbing Kennels Inc. located in East Brunswick).

**WHEREAS**, in April of 2016, pursuant to Resolution 131-4.16, the contract with the City of New Brunswick for *Animal Control and Shelter Services* extended the contract term by one year and increasing the *Animal Control Service Fee* from \$39,000 to \$40,000; and

**WHEREAS**, in April of 2017, pursuant to Resolution 125-4.17, the contract with the City of New Brunswick for *Animal Control and Shelter Services* extended the contract term and increased the *Animal Control Service Fee* from \$39,000 to \$40,000 and \$1,000 a year until such time as a new Shared Service Agreement is negotiated; and

**WHEREAS**, in 2018 the City of New Brunswick notified the Township their contract for *Shelter Services* with Blumbing Kennels Inc. terminated and that the City was researching alternative options which would require a new Shared Services Agreement that contained the agreed upon provisions for *Shelter Services*; and

**WHEREAS**, in 2019 the City of New Brunswick notified the Township of changes to their operation and of the new contract for *Shelter Services* with the Associated Humane Societies of Newark, which includes *Veterinary Services* during normal business hours and a supplemental contract with Garden State Veterinarian Services in Woodbridge for after hour and emergency care to be provided on an as needed basis as determined the by licensed Animal Control Officer; and

**WHEREAS**, in April of 2020, pursuant to Resolution 127-4.20, the contract with the City of New Brunswick for *Animal Control* and *Shelter Services* extended the contract term and increasing the *Animal Control* Service Fee from \$40,000 to \$43,000 until December 31, 2020 or until such time as a new Shared Service Agreement is negotiated; and

**WHEREAS**, municipal officials have reviewed and negotiated the Shared Services Agreement with the City of New Brunswick for Animal Control and Shelter Services with Veterinary Care attached hereto and hereby recommend authorizing the execution of said agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, the Township Council of the Township of North Brunswick, County of Middlesex and State of New Jersey, hereby authorizes and approves a Shared Services Agreement between the Township and the City of New Brunswick for aforesaid services, which includes an *Animal Control* Service Fee of \$45,600, in addition to Response, Shelter and Veterinary fees outlined within the contract; and

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to execute and the Clerk to witness a Shared Services Agreement with the City of New Brunswick for the aforesaid services which shall begin October 1, 2021 and terminate on December 31, 2022 and shall include an option for an additional one-year term; and

**BE IT FURTHER RESOLVED**, that, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., such Agreement shall be filed with and open to the public for inspection at the offices of the Municipal Clerk, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto; and

**BE IT FURTHER RESOLVED**, that, pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes.

**TITLE**

This Resolution shall be known and may be cited as the Resolution Authorizing a Shared Services Agreement between the Township of North Brunswick and the City of New Brunswick for Animal Control and Shelter Services.

\_\_\_\_\_  
Justine Progebin  
Business Administrator

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved as to legal form

**RECORDED VOTE:**

<b>COUNCIL MEMBER</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>NOTES</b>
MEHTA				
LOPEZ				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on September 13, 2021.

\_\_\_\_\_  
 Lisa Russo  
 Township Clerk

## SHARED SERVICES AGREEMENT

**THIS AGREEMENT** between the Township of North Brunswick with offices located at 710 Hermann Road, North Brunswick, New Jersey 08902 (hereinafter “TOWNSHIP”) and the City of New Brunswick, with offices at 78 Bayard Street, New Brunswick, New Jersey 08901 (hereinafter “CITY”) and identified individually and collectively as the “Party” or “Parties”;

### **W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, the Parties are desirous of entering into an Agreement pursuant to N.J.S.A. 40A:65-1 et seq. to provide for a Shared Services Agreement; and

**WHEREAS**, the City and The Municipality are desirous of entering into this Agreement wherein The City will provide animal control services. These services include pickup and delivery of animals to Associated Humane Society of Newark and the return of domesticated animals to their owners. Veterinary services will be provided on an as needed basis as determined by the Animal Control Officer; and

**WHEREAS**, under the terms of this agreement The City will provide animal control services to the starting **October 1, 2021 to December 31, 2022** with an option for 12 additional months; and

**NOW THEREFORE**, the City and the Municipality have each adopted a resolution authorizing the execution of a shared services agreement for animal control services, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

#### **I. ANIMAL CONTROL OFFICERS/EQUIPMENT:**

The City currently maintains three full-time licensed Animal Control Officers. The City represents Control Officers shall at all times relevant to this Agreement have and maintain any required licenses, certifications and/or receive regular training and to perform the animal control services required herein.

The City shall provide the Animal Control Officers with such equipment as is necessary for the proper performance of animal control services in the Municipality. The City attests at all times relevant to this Agreement that the aforesaid equipment shall be in good working order.

The City has contracted with the **Associated Humane Societies of Newark** to supply the following services:

- Sheltering Services 24 hours a day 7 days a week
- The City has access to shelter after normal business hours
- The City's Animal Control Officers can deliver and retrieve animals at all times
- Veterinary Services are provided on an as needed basis during normal business hours

The City has contracted with the **Garden State Veterinarian Services in Woodbridge** to supply the following services:

- After-hours veterinary Services are provided on an as needed basis. After hour emergency veterinary services are 5:00 PM through 7 PM, 7 days a week.

As a policy, **Associated Humane Societies** holds animals for seven days. After that time, all adoptable animals are placed for adoption. On intake, photos shall be taken, and dogs and cats updated on vaccines, given flea and tick medication, dewormed and microchipped. Dogs are heartworm tested and cats are combo-tested. Spaying and neutering are done on adoptable animals in advance. Photos are placed in Petfinder and on Associated Humane Societies' website. Dogs are evaluated as quickly as possible and biographies are done.

In performance of his/her 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. Assist the North Brunswick Humane Law Enforcement Officer with investigations into animal cruelty complaints.
- E. Be able to facilitate rabies examination form and schedule a delivery to Trenton.
- F. Be responsible for transporting animals to impound site and maintain records of impoundment, as necessary, for the Municipality.
- G. New Brunswick Animal Control shall be the only provider of animal control services.

## II. ANIMAL CONTROL RESPONSE:

The Animal Control Officer shall respond to the following animal control calls:

- A. The Animal Control Officer shall respond to a sick, attacking or abnormally acting wildlife.
- B. The Animal Control Officer shall pick up animals from North Brunswick residents, including: raccoons, opossums and squirrels only if they have been captured in a humane trap.
- B. The Animal Control Officer shall respond to a domestic animal attacking or threatening public safety.
- C. The Animal Control Officer shall respond when there is an arrested suspect or incapacitated victim — animal in vehicle or home unattended due to police action.
- E. The Animal Control Officer shall pick up stray dogs that are restrained.
- F. The Animal Control Officer shall respond to dogs running at large.
- G. The Animal Control Officer shall respond to a bat in the home.
- H. The Animal Control Officer shall pick up feral cats only if they have been captured in a humane trap.
- I. The Animal Control Officer will pick up pets from residents who wish to surrender their animal.

The Animal Control Officer shall not be responsible for or respond to the following animal control calls:

- A. The Animal Control Officer shall not capture or to trap nuisance wildlife.
- B. The Animal Control Officer shall not be required to pick up dead wildlife, including: raccoons, opossums, squirrels etc carcasses from the roadside.
- C. The Animal Control Officer shall not respond to snakes outside a home.
- D. The Animal Control Officer shall not be required to pick up any exotic pet that is under the jurisdiction of the State of New Jersey Division of Fish, Game and Wildlife. All calls shall be referred to the State Agency.
- E. The Animal Control Officer shall not be required to go on any roof, go under any porch or climb any tree for the purposes of retrieving an animal.
- F. The Animal Control Officer shall supply animal traps to Township residents. Any resident of the Township may rent a trap owned by the city for the trapping of stray cats or wildlife (raccoons, opossums, skunks, ground hogs, etc.). A twenty-five-dollar (\$25.00) flat rental fee is charged for each trap, with a maximum rental period of ten (10) days. North Brunswick may provide additional traps if needed, all trap rental fees will be retained by the City of New Brunswick.

### III. ANIMAL CONTROL HOURS OF OPERATION:

The City shall provide such animal control services twenty-four hours a day, seven days a week (24/7). For routine business, Animal Control office hours are Monday-Friday **7:00am-11:00pm**.

### IV. FEES/ACCOUNTING:

- A. The Municipality shall pay to the City an annual amount of \$45,600 for services outlined within this contract.
- B. Should the Municipality and City extend this agreement to include a one-year option the Municipality shall pay to the City an amount agreed and set by the Operations Review Committee for the additional term.
- C. Payments shall be made in monthly installments within 30 days, following the receipt of invoices for services from **Associated Humane Societies and Garden State Veterinarian Services**.

- D. Attached to the bill from the City will be an accounting of the calls for animal control services for the month.
- E. The City shall be responsible for providing monthly billing. Billing shall be submitted to:
- Township of North Brunswick  
710 Hermann Road  
The Municipality, NJ 08902  
Attn: Lisa Russo, Municipal Clerk
- F. Not included in the annual amount, the Township shall be billed separately ~~for after hour calls~~ at a rate of eighty-five dollars (\$85.00) an hour, to be billed in 15-minute increments, for after hour calls provided by the City for Monday through Friday, all calls on Saturday and Sunday, and on municipally observed holidays.
- G. North Brunswick residents who surrender their pet to Animal Control will be charged a Surrender Fee of seventy-five dollars (\$75.00) made payable directly to the City of New Brunswick.
- H. The City shall not be responsible for impoundment and veterinarian bills incurred as a result of the actions of the Animal Control Supervisor in the Municipality.
- I. When the Municipality requires an Animal Control Officer to appear in court, the cost of that appearance will be one hundred dollars (\$100.00) per officer, per appearance. This cost will cover investigation, court preparation, and the court appearance.

V. RESIDENT PROCEDURES:

- A. Pet owners within the Municipality will not retrieve an impounded pet directly from **Associated Humane Societies**. The Animal Control Officer will arrange pet delivery with the owner during Monday-Friday business hours.
- B. Prior to a resident redeeming their pet, the owner must produce a license and proof of rabies shot to the Animal Control Officer. The owner will be charged a redemption fee paid to the City of New Brunswick prior to release.

- C. In the case of a pet surrender, the Animal Control Officer will arrange pickup at the home during Monday-Friday business hours. The resident is not to deliver pets to the City Animal Control office or **Associated Humane Societies** directly.
- D. Residents within the Municipality shall call the North Brunswick non-emergency Police Department at 732-545-3200 for Animal Control Services.

VI. LIABILITY:

The City 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 the City under this agreement. The Municipality shall defend, indemnify, protect and save harmless the City, 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.

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

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

VII. OPERATIONS AND REVIEW COMMITTEE:

- A. An Operations Review Committee is hereby established to review the services and general operation of this Agreement. It shall meet on a quarterly basis (July, October, January and April) to review the Services outlined within this Agreement and shall examine and address any deficiencies or other concerns raised by either Party.
- B. The following employees shall constitute the Operations Review Committee members:

- The City's Business Administrator/Assistant Business Administrator
- The City's Animal Control Supervisor
- Township Business Administrator/Assistant Business Administrator
- Township's OEM Coordinator

- C. In general, all work and or services provided under this Agreement are expected to be performed in a professional and timely manner. If any deficiency from this standard is noted by one Party, it shall be communicated to the other Party in writing. If the deficiency is not remedied within 30 days by the Party providing the service, then the other Party may present such deficiency to the Operations Review Committee for further action.

VIII. DURATION & RENEWAL:

This Agreement shall terminate on December 31, 2022. This Agreement may be renewed upon the same terms and conditions for additional one-year periods, provided that both parties have adopted resolutions authorizing the renewal of said Agreement prior to the termination date.

IX. TERMINATION:

Either Party may terminate this Agreement without cause upon providing ninety (90) days' prior written notice to the other Party. Notices shall be sent to the attention of the Township Business Administrator/City Business Administrator, respectively.

X. OTHER REPRESENTATIONS:

- A. It is the specific intention of the parties for the purpose of this Agreement that the City shall be considered an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create a partnership or employee relationship or joint venture; neither shall anything be construed to permit the Township to have or to exercise control, direction, supervision or professional judgment as to the manner or methods utilized by the City's employees in performing the services described herein. The City and Township hereby represent and warrant to the other that they are corporations duly organized, validly existing and in good standing under the laws of the State of New Jersey and have the authority and power to enter into and to carry out the terms and provisions of this Agreement. Each Party further represents that the Agreement has been authorized by appropriately adopted resolutions of the City and Township, respectively.

- B. The City shall provide worker's compensation insurance for its employees as required by law. The City shall maintain comprehensive general liability in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate during the term of the within Agreement and shall name the other party as an additional insured on such general liability policy. The City shall provide the Township with a Certificate of Insurance showing evidence of such coverage.
  
- C. Each party shall indemnify, defend and hold the other, their elected and/or appointed officials, employees, consultants and invitees harmless from and against any and all losses, claims, judgments, damages, liabilities, injuries, costs and expenses (including, but not limited to reasonable attorney's fees, court and/or arbitration costs), which shall arise or relate either directly or indirectly from the acts or omissions of the other Party their agents , employees and contractors in the performance of their mutual obligations under this Agreement, except if such loss, claim, damage, liability, cost or expense arises out of the willful misconduct of either Party.
  
- D. 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
  
- E. This Agreement shall be governed by the Laws of the State of New Jersey.

#### XI. NOTICES:

All notices required under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this Shared Service Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notices should be sent to the following:

Township of North Brunswick  
710 Hermann Road  
North Brunswick, New Jersey 08902  
Attn: Justine Progebin, Business Administrator

With a copy to: Ronald H. Gordon, Esq.  
Rainone, Coughlin, Minchello Attorneys at Law  
555 U.S. Highway One South, Suite 440  
Iselin, New Jersey 08830  
Counsel for the Municipality

AND

City of New Brunswick  
78 Bayard Street  
New Brunswick, New Jersey 08901  
Attn: Michael Drulis

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Counsel for the City

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals this \_\_\_\_ day of August 2021.

ATTEST: THE TOWNSHIP OF NORTH BRUNSWICK

By: \_\_\_\_\_ By: \_\_\_\_\_  
Lisa Russo, Township Clerk Mayor Francis Womack, III

ATTEST: THE CITY OF NEW BRUNSWICK

By: \_\_\_\_\_ By: \_\_\_\_\_  
Leslie Zeledon, City Clerk Mayor James Cahill