

## **SHARED SERVICES AGREEMENT BETWEEN PENNINGTON BOROUGH AND HOPEWELL TOWNSHIP FOR ANIMAL CONTROL SERVICES**

**This Agreement,** This Agreement, made this \_\_\_day of \_\_\_\_\_, by and between the Borough of Pennington and the Pennington Borough Board of Health, having their principal place of business at 30 North Main Street, Pennington, NJ 08534, (collectively referred to as "Borough"), and the Township of Hopewell having their principal place of business at 203 Washington Crossing Road, Titusville, New Jersey 08560 (collectively referenced to as "Township");

**WHEREAS,** New Jersey State law authorizes local governmental units to enter shared services agreements with other local governmental units to provide services which each local government is permitted to provide on its own (N.J.S.A. 40:65-4); and

**WHEREAS,** the Township provides animal control services to its municipality in compliance with the standards set forth in N.J.S.A. 4:19-15.16 and N.J.A.C. 8:23A -1.1-1.13, including the impoundment and housing of animals at a kennel; and

**WHEREAS,** the Borough desires to have the Township provide animal control services, as described in more detail below, for a fee;

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **A. SCOPE OF SERVICES.**

1. The Township will provide a licensed Animal Control Officer for the following services:
  - Capture and impound stray animals and unlicensed dogs.
  - Care for, feed, and maintain the sanitation of animals in the Township's contracted kennel facility and observe their physical condition and behavior.
  - Contact veterinarian when necessary.
  - Capture, impound, and arrange for humane destruction of suspected rabid animals
  - Transport suspected rabies specimens for analysis at the State Public Health Laboratory
  - Investigate potentially dangerous dog incidents
  - Investigate animal neglect and cruelty incidents

- Investigate complaints regarding stray animals, and licensed and unlicensed domesticated animals.
  - Follow-up of routine dog bites, monitoring and release from home confinement
  - Issue summons for violations of local or state animal control regulations.
  - Promote the adoption of animals and support their spaying/neutering
  - “Notice of Bite and Confinement” reports
2. The Township Animal Control Officer will impound and otherwise house animals from the Borough as needed at the Township’s contracted kennel facility, and will provide all normal and customary kennel services provided to other impounded animals.
  3. The Township will provide Animal Control services for the Borough equivalent to its own municipality, including manpower, vehicle costs, veterinarian bills, euthanasia costs, and adoption costs.
  4. Borough residents redeeming or surrendering animals must pay applicable Township shelter fees. These fees will be retained by the Township as a host community benefit.
  5. Determination of adoptability or need for euthanasia of any animal will be at the discretion of the Township Animal Control Officer, subject to applicable state laws.
  6. The Township Animal Control Officer will provide coverage for after-hours animal control emergency response in the Borough. An emergency consists of:
    - Any sick or threatening animal
    - Animal cruelty
    - Bats in house if there is possible exposure
    - Dogs at large that are being held by resident or police
  7. The Township Animal Control Officer will provide veterinary and animal handling support for one annual rabies vaccination clinic for cats and dogs, at a time and location by mutual agreement.

8. The Township Animal Control Officer will provide a quarterly report documenting its activities to the Borough, and will maintain associated files according to New Jersey Records Retention standards.
9. This Agreement does not create an employment relationship between the Township's Animal Control Officer and the Borough. While performing duties in the Borough, the Township's Animal Control Officer shall be compensated according to the terms of his employment with the Township.
10. While on duty rendering assistance to the Borough, to the extent permitted by law, the Township's Animal Control Officer shall have the same powers, authority and immunities as Borough personnel, and shall act as the Borough's agent, pursuant to N.J.S.A. 40A:65-7(d).

**B. EXCLUSIONS.**

11. The following services are excluded from this Agreement:
  - Pet licensing
  - Nuisance wildlife not presenting a threat to public health and safety
  - Deer Carcass removal
  - Dog census (available for an additional fee)
  - Activities commonly known as "Trap/Neuter/Release" or Managed Feral Cat Colonies. Township policy does not support managed feral cat colonies, but supports responsible pet ownership.

**C. EFFECTIVE DATE/TERMINATION.**

12. This Agreement is for a five (5) year period, beginning on February 1, 2023 and ending on December 31, 2027. Each party shall notify the other in writing 60 days before the expiration of this Agreement if it desires to renew the Agreement.

**D. FEES.**

13. The Borough shall pay the Township at the following rate for the services described in this Agreement:

February 1, 2023 - December 31, 2023	\$13,000.00*
January 1, 2024 – December 31, 2024:	\$13,260.00

January 1, 2025—December 31, 2025:	\$13525.20
January 1, 2026—December 31, 2026:	\$13795.50
January 1, 2027—December 31, 2027:	\$14071.41

\* For the first year of the agreement the amount of \$13,000 per annum shall be prorated such that \$11,916 shall be paid to Hopewell Township in 2023.

In the event of an unforeseen, state-imposed requirement, which is beyond the scope of this agreement, the parties may negotiate an adjustment to the amounts set forth in #13.

The fee above shall be paid in two equal installments, the first no later than February 1 and the second no later than August 1 of each year that this Agreement is in effect.

**E. LIABILITY/HOLD HARMLESS.**

14. The Township and the Borough shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, NJSA 59:1-1 *et seq.*, arising out of or related to performance of any activity under the terms of this agreement. The Borough agrees to indemnify and hold the Township harmless from liability and damages on any and all claims made by third parties concerning the use of the Township’s Animal Control Services pursuant to this Agreement.

**F. MISCELLANEOUS.**

15. This Agreement shall become effective upon the adoption of appropriate resolutions by the Township and Borough approving the terms and conditions set forth in this Agreement and authorizing the Mayor and Clerk to authorize this Agreement. The Agreement may be executed in counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

16. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of the Agreement.

17. Any and all notices, pursuant to this Agreement, shall be in writing and shall be deemed given only if delivered personally, by certified mail, or by overnight mail.
18. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties.
19. The Township and the Borough represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.
20. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by a court to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause, or provision so adjudges and the remainder of this Agreement shall be deemed valid and effective.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed the day and year first above written.

ATTEST:

BOROUGH OF PENNINGTON

\_\_\_\_\_  
BOROUGH CLERK,  
BETTY STERLING

\_\_\_\_\_  
MAYOR  
JAMES M. DAVY

ATTEST:

TOWNSHIP OF HOPEWELL

\_\_\_\_\_  
TOWNSHIP CLERK,  
LAURIE GUMPH

\_\_\_\_\_  
MAYOR  
COURTNEY PETERS MANNING

New Jersey Department of Health Office of Local Public Health  
P. O. Box 360 Trenton, NJ 08625-0360

## UNIFORM SHARED PUBLIC HEALTH SERVICES AGREEMENT GUIDELINES

Pursuant to the provisions of the Local Health Services Act, N.J.S.A. 26:3A2-10, each municipality is required to provide a program of public health services which meets standards set forth in Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52. In cases where a municipality chooses not to establish and maintain its own local health department, it may satisfy the Standards' requirements by entering into a Uniform Shared Services Agreement with a provider local health agency. The purpose of this shared services agreement is to assure that appropriate, required and needs-based health services are provided within the contracting municipality. Such an agreement brings direct and full responsibility for administration, oversight and direction of all health services and activities to the provider, its Health Officer and designated staff. In some cases, the provider is also responsible for the direct provision of public health services for the recipient as delineated in the Agreement. In this regard, a municipality cannot name the Health Officer of another local health agency as its Health Officer without relinquishing the daily administrative responsibilities for all public health services to the provider health agency. The Agreement is a Public Health Services Agreement, not simply an agreement for a Health Officer. This should be clearly described in the preamble to the terms of the Agreement.

The terms of the Agreement must clearly address the following, as a minimum:

- Designation of the provider local health department's Health Officer as the full-time Health Officer and chief executive officer for all health services within the contracting municipality.
- Provider health department shall provide to the contracting municipality a public health Program that meets the standards set forth in Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, or its successor regulatory standards.
- In cases where the provider health department does not directly conduct all services/activities, the provider and contracting municipality's responsibilities for specific services/activities are to be itemized and delineated in the shared services agreement. For example, the contracting municipality employs its own Registered Environmental Health Specialist (REHS) who performs sanitary inspections, etc.; his or her activities will be overseen and directed by the provider Health Officer while the service which is provided would be listed as being conducted by the contracting municipality. On the other hand, the provider may provide a Communicable Disease Control Program to the contracting municipality, including all necessary staff and activities, this would be listed as being conducted by the provider.

By virtue of the Agreement, the provider health department is responsible for assuring that health services meet the terms of Practice Standards. Staff employed by the contracting municipality may remain employed by that municipality, but must report to the provider department's Health Officer or designated representative. The provider local health department and its Health Officer are accountable for all health services and activities and for all health issues that arise or need to be addressed, within the recipient municipality.

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- The Health Officer or his or her designee shall participate in regular meetings with the contracting municipality's public health staff, governing body, Board of Health and other representatives to assure open communications and the planning/implementation of health services that meet the municipality's health needs.
- The Agreement shall be for a minimum of two years pursuant to the provisions set forth at N.J.S.A 3A2-12. However, either party may terminate the Agreement for just cause provided that the termination is in writing. Short term Agreements may be established for interim Health Officer and program direction during the time that a governing body or Board of Health is seeking to fill the full-time Health Officer position. In these situations, the criteria listed above are still required to be part of such Agreements.

Provider health departments are encouraged to have the New Jersey Department of Health review a copy of the proposed Agreement, in final draft form and prior to execution, to assure that it meets the above criteria.

A copy of the executed Uniform Shared Public Health Services Agreement is to be submitted to the Department upon execution.

Office of Local Public Health

LH-9 (Guidelines)  
FEB 12