

SHARED SERVICES AGREEMENT

THIS AGREEMENT between the Borough of Spotswood with offices located at 77 Summerhill Road, Spotswood, New Jersey 08884 (hereinafter "BOROUGH") 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 Borough are desirous of entering into this Agreement wherein The City will provide animal control services. These services include pickup and delivery of animals to the Woodbridge Animal Shelter & Pet Adoption Center 195 Woodbridge Avenue, Sewaren (Woodbridge), NJ 07077. 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 starting January 1, 2025, to December 31, 2025, with an option for 12 additional months; and

NOW THEREFORE, the City and the Borough 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 four full-time licensed Animal Control Officers. The City represents that Control Officers relevant to this Agreement shall always have and maintain any required licenses, certifications and/or receive regular training and to perform the animal control services.

CITY CLERK 05/05/25 PM 03:55

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

The Borough of Spotswood has contracted with Woodbridge Township to supply the following services:

Sheltering Services 24 hours a day 7 days a week

- The Borough has access to shelter after normal business hours.

The New Brunswick Animal Control Officers will be given access to the Woodbridge Animal Shelter and can bring Spotswood animals there at any time.

- The Woodbridge Shelter Manager will train the Animal Control Officers on the proper procedure and paperwork that needs to be completed when an animal is brought to the shelter and how to set an animal up in a kennel or cage.
- Veterinary Services are provided on an as needed basis during normal business hours.

The Borough has contracted with the Garden State Veterinarian Services at 643 Route 27 Iselin, New Jersey 08830 to supply veterinary service. Services are provided on an as needed basis. After hour emergency veterinary services are 5:00 PM through 7:00 AM, 7 days a week.

In performance of his/her duties in the Borough, 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 Spotswood 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 Borough.
- 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 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.

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 or feral cats.
- 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 New Brunswick Animal Control Officer shall not take surrendered Animals.

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 7:00 AM - 11:00 PM.

IV. FEES/ACCOUNTING:

- A. The Borough shall pay to the City an amount of \$1,100 a month for services outlined within this contract.
- B. Should the Borough and City extend this agreement to beyond December 31, 2024, the Borough shall pay the City \$1,210 a month.
- C. Payments shall be made directly to the Woodbridge Township for the use of the Animal Shelter by Spotswood Borough.
- D. Payments shall be made directly to the Garden State Veterinarian Services from Spotswood Borough for Veterinarian Services.
- E. Attached to the bill from the City will be an accounting of the calls for animal control services for the month.
- F. The City shall be responsible for providing monthly billing. Billing shall be submitted to:
Borough of Spotswood 77 Summerhill Road
Spotswood, NJ 08884
- G. Not included in the monthly amount, the Borough 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 between 11:01 p.m. and 6:59 a.m., all calls on Saturday and Sunday, and on municipally observed holidays.
- H. Spotswood residents who wish to surrender their animals must do so directly at the Woodbridge Animal Shelter.
- I. The City shall not be responsible for impoundment and veterinarian bills incurred because of the actions of the Animal Control Supervisor in the Borough.

- J. When the Borough 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 Borough shall retrieve an impounded pet directly from the Woodbridge Animal Shelter.

Spotswood residents that wish to reclaim their pet must come to the Woodbridge Animal Shelter during hours of operation and must have the receipt from Spotswood showing that they are, in fact, the owner and that the redeem fee was paid to Spotswood.

Hours of Operation:

Mon, Wed, Fri and Sat 1 pm to 4 pm Tues and Thursday 4pm to 8pm Closed Sundays and Holidays

The only exception to these hours would be if the animal being reclaimed requires medication.

- B. Residents within the Borough shall call the Spotswood non-emergency Police Department at 732-251-2121 for Animal Control Services.

VI. LIABILITY:

The City shall defend, indemnify, protect and save harmless the Borough, its agents, officials, employees and servants against all claims arising from or relating to the services performed by the City under this agreement. The Borough 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 Borough under this agreement.

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

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 City Administrator/Assistant Business Administrator The City's Animal Control Supervisor
Borough Business Administrator/Assistant Business Administrator Spotswood Police Department
- 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, 2024 unless extended as provided for herein.

IX. TERMINATION:

Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party. Notices shall be sent to the attention of the Borough 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 Borough 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 Borough 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 Borough, 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 Borough 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:

77 Borough of Spotswood
Summerhill Road
Spotswood, New Jersey 08884
Attn.: Frederick Carr, Business Administrator

AND

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 21st day of April 2025.

ATTEST:

By: 
Jennie Servis, Acting Borough Clerk

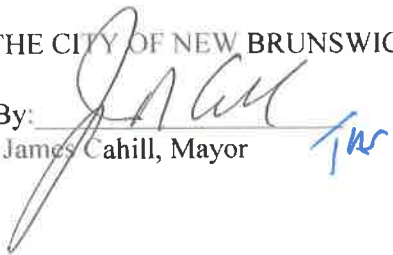
THE BOROUGH OF SPOTSWOOD

By: 
Rich O'Brien, Mayor

ATTEST:

By: 
Leslie Zeledon, City Clerk

THE CITY OF NEW BRUNSWICK

By: 
James Cahill, Mayor

BY THE MUNICIPAL COUNCIL:

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, municipalities within the State of New Jersey are permitted to enter into an Agreement for the joint provision of services; and

WHEREAS, the **Borough of Spotswood** is in need of **Animal Control Services** as part of its Animal Control Program; and

WHEREAS, pursuant to the authority of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, the City of New Brunswick hereby determines that it is in the public interest to enter into an Agreement with the **Borough of Spotswood** for the purpose of providing Animal Control Services as a part of an Animal Control Program commencing **January 1, 2025 and ending December 31, 2025, *nunc pro tunc***; and

WHEREAS, the **Borough of Spotswood** will pay to the City of New Brunswick the amount of **One Thousand Two Hundred Ten Dollars (\$1,210.00) per month** which is **Fourteen Thousand Five Hundred Twenty Dollars (\$14,520.00) annually, plus Eighty-Five Dollars (\$85.00) per hours for after-hours calls**, commencing **January 1, 2025 and ending December 31, 2025, *nunc pro tunc***, in addition to overtime costs and other associated costs incurred by the City of New Brunswick.

NOW, THEREFORE, BE IT RESOLVED, by the New Brunswick City Council State of New Jersey that the Mayor and the City Clerk of the City of New Brunswick are hereby authorized to execute a

Shared Services Agreement

for the provision of said

Animal Control Services

with the

Borough of Spotswood

which Agreement shall be on file in the City Clerk's Office, City Hall, 78 Bayard Street, New Brunswick, New Jersey. The form of said Agreement to be approved by the City Attorney; and

BE IT FURTHER RESOLVED, that Certified Copies of this Resolution shall be sent by the City Clerk to the following:

- City Administrator
- Chief Financial Officer
- Chief of Police
- Director of Social Services
- Borough of Spotswood, John Scrivanic, Assistant Business Administrator, 77 Summerhill Rd., Spotswood, NJ 08884

ADOPTED: May 21, 2025


COUNCIL PRESIDENT


CITY CLERK

APPROVALS:

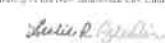

CITY ADMINISTRATOR


CITY ATTORNEY


CHIEF FINANCIAL OFFICER

TKS/sw

COUNCIL MEMBER	YES	NO	NO VOTE	ABSENT
EDWARD T. GIBSON	X			
MATTHEW P. FARMER				X
CHRISTOPHER J. BARRI	X			
TERESA HANCOCK	X			
ANTHONY M. GONZALES	X			
ANTHONY J. GONZALES	X			
ANTHONY J. GONZALES	X			


Lester R. Zolotor, City Clerk