

SHARED SERVICES AGREEMENT

THIS AGREEMENT between the Township of East Brunswick with offices located at 1 Civic Center Drive, East Brunswick, New Jersey 08816 (hereinafter “Municipality”) 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 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 May 1, 2025, to April 30, 2027; 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 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 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 that the aforesaid equipment shall be in good working order as it relates to this Agreement.

The Township of East Brunswick has contracted with Woodbridge Township to supply the following services:

- Sheltering Services 24 hours a day 7 days a week
- The Township 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 East Brunswick 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 Township 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 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 East 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 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 Municipality shall pay the City an amount of \$3,600 a month for services outlined within this contract from May 1, 2025, to April 31, 2026.
- B. The Municipality shall pay the City an amount of \$3,900 a month for services outlined within this contract from May 1, 2026, to April 31, 2027.
- C. Payments shall be made directly to the Woodbridge Township for the use of the Animal Shelter by East Brunswick Township.
- D. Payments shall be made directly to the Garden State Veterinarian Services from East Brunswick Township 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:
 - East Brunswick Police Department
 - Attention: Special Operations Section
 - Township of East Brunswick
 - 1 Civic Center Drive
 - East Brunswick, NJ 08816
- G. Not included in the monthly amount, the Township shall be billed separately for overtime associated with animal control matters addressed within the jurisdiction of the township submitted by the City's Animal Control Officers.
- H. East Brunswick 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 Municipality.

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

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

Hours of Operation:

Mon, Wed, Fri and Sat 1 pm to 4 pm

Tues and Thursday 4 pm to 8 pm

Closed Sundays and Holidays

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

- B. Residents within the Municipality shall call the East Brunswick non-emergency Police Department at 732-390-6900 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 to the Business Administrator
 - East Brunswick Police Department, Special Operations Section
- 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 April 30, 2027 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 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

XI. NOTICES:

20 day

~~April~~
MAY

TOWNS EAST BRUNSWICK

Lawful, Township

Bragg Collection

y

by mailing su
Leslie Zeledon, C

Mayor J.

Canil

Township of East Brunswick
1 Civic Center Drive

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 **Township of East Brunswick** is in need of **Animal Control and Shelter 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 **Township of East Brunswick** for the purpose of providing Animal Control Services as a part of an Animal Control Program for a **Twenty-Four (24) month period commencing May 1, 2025 and ending April 30, 2027**; and

WHEREAS, the **Township of East Brunswick** will pay to the City of New Brunswick the amount of **Three Thousand Six Hundred Dollars (\$3,600.00) from May 1, 2025 to April 30, 2026 and Three Thousand Nine Hundred Dollars (\$3,900.00) from May 1, 2026 to April 30, 2027**, 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 and Shelter Services

with the

Township of East Brunswick

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
- East Brunswick Township, Joseph Criscuolo, Business Administrator, 1 Civic Center Dr., East Brunswick NJ 08816

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
REBECCA BUCARATI				
ANTHONY FAYEN				
JOHN FERRARO	X			
PETER GAGLIARDI				
JOHN J. HARRIS	X			
JOHN J. HARRIS	X			
JOHN J. HARRIS	X			
JOHN J. HARRIS	X			



Township of East Brunswick

**Tamar Lawful, RMC/CMR
Municipal Clerk**

April 24, 2025

The City of New Brunswick
City Clerk
Attn: Leslie Zeledon
78 Bayard Street
New Brunswick, NJ 08901

Re: Shared Services Agreement

Dear Ms. Zeledon:

Enclosed please find 2 copies of the Shared Services Agreement between the Township of East Brunswick and the City of New Brunswick for Animal Control services.

Once signed by all parties, kindly forward to our office 1 fully executed copy of the agreement.

If you have any questions do not hesitate to contact this office.

Sincerely,

Loren Morace
Deputy Clerk

/lm
Encl.

CITY CLERK 04/30/25 10:09