

SHARED SERVICES AGREEMENT

THIS AGREEMENT, dated as of the **26th** day of **May**, 2026, by and between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, N.J. 07052, hereinafter referred to as the "Provider" or "West Orange," and the BOROUGH OF NORTH CALDWELL, a municipal corporation of the State of New Jersey, having principal offices at 141 Gould Avenue, North Caldwell, NJ 07006, hereinafter referred to as the "Recipient" or "North Caldwell";

WITNESSETH

WHEREAS, pursuant to N.J.S.A. 40A:65-4 et seq., the Uniform Shared Services and Consolidation Act, any local unit is authorized to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, North Caldwell wishes to retain the services of the West Orange for Animal Facility Sheltering Services for a period of 2026 beginning January 1, 2026 and ending December 31, 2026.

WHEREAS, the Recipient has stated that they impound approximately four (4) to six (6) animals per year, and

WHEREAS, North Caldwell has trained and certified two (2) Animal Control Officers that will perform all animal related functions within their borders.

NOW THEREFORE, in consideration of the foregoing and subject to the terms and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Facility available to the Recipient on a daily basis, as needed, seven (7) days a week for the Recipient's Animal Control Officers to impound stray dogs and cats picked up within the borders of North Caldwell.

2. The Recipient will pay the provider the sum of \$4,018 per annum to be prorated on a semi-annual basis of \$2,009 per period and paid within thirty (30) days of receipt of invoice for the contract year 2026.

3. The payment set forth above shall be for the provision of all employees, equipment and supplies necessary for the care of the animals impounded and the maintenance of the facility, including periodic inspection of animals by a licensed veterinarian.

4. The Provider will provide space at the animal control facility for stray dogs and cats impounded by the Recipient's Animal Control Officers picked up within the borders of the Borough of North Caldwell, provided that the Recipient will not trap for stray cats until the Provider confirms space is available in the quarantine area.

5. The Recipient will provide Animal Control Officers who will be responsible for the transport of stray animals to the West Orange animal control facility.

6. The Recipient's Animal Control Officers will be responsible for securing animals in the proper cages, completing the cage card information and the log in of animal data.

7. The Recipient shall notify the West Orange Health Department of its intent to impound an animal prior to doing so.

8. The impounded dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever shall they be made available for experimentation.

9. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be completed upon the payment to the Provider the sum of \$30.00 pick-up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick-up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period, the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in New Jersey state statutes.

10. Any stray dog or cat in the custody of the Provider charged with biting a human being shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established.

11. The Recipient will be charged a boarding fee of fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners. Payment for these fees shall be in addition to payment provided for in paragraph 2.

12. The Provider's services include the handling and care of all animals impounded, as described. The charges for owned animals shall be the responsibility of the owner.

13. The Recipient shall advertise or make a good faith attempt to contact the owner of a stray animal impounded to inform them of the animal's location for redemption.

14. The Provider will not accept sick or injured animals or unwanted owned animals from the Recipient at the animal control facility. If a Recipient animal is determined to be sick or injured, the Recipient will be notified to remove the animal for transport to a veterinarian as designated by the Recipient's Animal Control Officers.

15. The Recipient will provide transportation of injured animals to the Recipient's designated veterinarian without assistance from the Provider.

16. The Recipient's Animal Control Officers shall be responsible for the determination and preparation of a specimen to be examined for suspected rabies by the New Jersey Department of Health.

17. The Recipient's Health Department or Animal Control Officers will be responsible for specimen transports to the State for rabies examination.

18. The Provider will be responsible for the annual shelter report filed with the State each year for contract communities.

19. The Provider will include Recipient residents in the free rabies vaccination clinics sponsored at the West Orange locations.

20. The Recipient shall hold harmless, indemnify, defend, and release Provider and their members, directors, officers, employees, agents, contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses, or claims, including without limitation, reasonable attorneys fees arising from or in any way connected with Provider's performance, attempted performance, or failure to perform in connection with this Agreement or other activities as described in this Agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or otherwise related to this agreement, regardless of cause.

21. At all times during the term of this Agreement, Recipient shall maintain all state mandated insurance and must maintain both an automobile policy and a general liability policy with respect to the services to be performed under this Agreement of at least one million dollars per occurrence and shall name Provider as an additional insured, and will deliver to Provider a certificate of insurance prior to the commencement of services. Recipient shall further maintain appropriate insurance as to its own actions relative to this Agreement.

22. Pursuant to N.J.S.A. 40A:65-4(b), recipient shall file this Agreement, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, together with an estimate of the cost savings anticipated to be achieved by recipient.

23. Under the terms of this contract, one or both parties may terminate the contract within sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

24. This is a one-year Contract ending December 31, 2026 and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

25. SEVERABILITY If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law. The parties expressly acknowledge and agree that they would have entered into this Agreement regardless of the enforceability of any particular provision.

26. ENTIRE AGREEMENT (MERGER) This Agreement, including all exhibits, appendices, and attachments hereto, sets forth the entire agreement between the Public Entity and the other party with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, understandings, representations, warranties, and agreements, whether oral or written, between the parties. All previous drafts, proposals, and communications between the parties relating to the subject matter of this Agreement are hereby merged into this Agreement. Neither party has relied upon any representation, warranty, or undertaking that is not expressly set forth in this Agreement. The parties acknowledge that there are no terms, conditions, representations, warranties, promises, covenants, or understandings between the parties other than those expressly set forth herein.

27. MODIFICATIONS (NONWAIVER) No amendment, modification, waiver, or other change to any provision of this Agreement shall be effective unless specifically set forth in a writing titled "Amendment to Agreement" that expressly identifies the provision(s) being amended and is signed by authorized representatives of both parties. No course of dealing, delay, or failure to enforce any provision of this Agreement shall constitute an amendment, modification, waiver, or continuing waiver of such provision or any other provision of this Agreement. Email exchanges, text messages, or other electronic communications, regardless of content, shall not constitute a signed writing for purposes of modifying this Agreement. The parties acknowledge that this provision is essential to maintain clarity and certainty in their contractual relationship and to protect the interests of the Public Entity as required by New Jersey law.

BOROUGH OF NORTH CALDWELL
RECIPIENT

ATTEST:
BOROUGH CLERK



BY:


MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

ATTEST: _____
KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
SUSAN MCCARTNEY
MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL FACILITY SHELTERING SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF NORTH CALDWELL, RECIPIENT.

1. The Borough of North Caldwell will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of North Caldwell pursuant to the terms and conditions of this Contract or for actions or conduct that occurs at the Provider's Animal Control Facility as it relates to the sheltering of impounded stray dogs and contracts from the Borough of North Caldwell pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of this sheltering agreement with the Borough of North Caldwell of the services of the Provider's Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of North Caldwell by directing same to the Mayor and Business Administrator.

2. The Borough of North Caldwell shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of North Caldwell provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services performed at an animal sheltering facility recognized throughout the State of New Jersey.