

**SHARED SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS SHARED SERVICES AGREEMENT (the “Agreement”), made and entered into on this 24th, day of June, 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, NJ 07052, hereinafter referred to as the “Provider,” and the **BOROUGH OF ESSEX FELS**, a municipal corporation of the State of New Jersey, having principal offices at 255 Roseland Avenue, Essex Fells, NJ 07201 hereinafter referred to as the “Recipient” (collectively referred hereinafter as the “Parties”).

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RECITALS

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. allows for any local unit to enter into an agreement with any other local unit(s) to provide or receive any services that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-4; and

WHEREAS, the Recipient seeks to utilize Animal Control Services to be provided by the Provider for a three (3) year term beginning January 1, 2026, and ending December 31, 2028; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the parties each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto and made part of this Agreement; and

NOW THEREFORE, in consideration of the mutual terms set forth herein, the parties agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, holidays and night emergency services will be provided as needed and billed to the Recipient at a minimum of 4 hours per call at \$35 per hour in addition to the rates set forth in Paragraph 2 of this Shared Services Agreement. Emergency service shall be defined as “the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans or have entered the living space of a residence (also on an emergency basis, the Provider will assume control as described in paragraph 9 below of animals that have bitten a human being).”

2. Recipient agrees to provide payment to Provider a total amount of \$19,241.00 with payment made in the following manner:

- (i) For the period January 1, 2026, through December 31, 2026, quarterly payments of \$1,572 for a total of \$6,287;

- (ii) For the period January 1, 2027, through December 31, 2027, quarterly payments of \$1,603 for a total of \$6,413;
- (iii) For the period January 1, 2028, through December 31, 2028, quarterly payments of \$1,635 for a total of \$6,541.

Payment shall be made within thirty (30) days of receipt of invoice from the Provider.

3. The payment set forth above shall include all costs incurred by the Provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used the Provider's Animal Control Officers and all necessary insurance except the care and treatment of injured animals which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient from Monday through Friday, for one hour per day, anytime between 9am and 5pm, for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate. It is understood and agreed between the Parties that the Animal Control Officers shall not be responsible for the removal of dead animals on the roadways or on public or private properties.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in Paragraph 1 of this Shared Services Agreement. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner at the time of service, the cost of emergency veterinary care will be the responsibility of the Recipient, billed directly to the Recipient. If an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipient, directly to the animal owner.

6. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When a dog or cat cannot be located upon arrival after being requested to respond by the Recipient, the Provider shall spend no more than one-hour locating the dog or cat. When such impoundment occurs, the 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.

7. 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 \$25.00 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

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unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

8. Any stray dog or cat in the custody of the Provider and 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. Any stray or wild animal suspected of biting, scratching or exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and transported to the State Department of Health Laboratory.

9. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal bite reporting will be the responsibility of the Recipient's Police Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

10. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicles will be insured by the Provider.

11. It is understood and agreed between the Parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any damage caused by said Animal Control Officer, except as set forth in Schedule A. The Provider, including its Animal Control Officers, is not responsible for damage caused by any animals within the Recipient Municipality.

12. The Providers services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

13. Removal of an animal, including wildlife, on private property, inside of a home's non-living space including cellars, attics, sheds, garages, roofs, etc., is not covered under this standard contract and constitutes private service. The Provider can respond to private service calls; however, the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by the property owner by check payable to the "West Orange Health Department" at the completion of the rendered services. Such payments shall be collected separately from the property owner in addition to the fees paid by the Recipient as set forth in Paragraph 2 of this Shared Services Agreement.

14. Stray domestic animals, including feral cats outside of a residence shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty- five (\$65.00) Dollars. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees.

15. Recipient will be charged an additional 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.

16. 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 the 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.

17. 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.

18. Either the Provider or Recipient may terminate this Shared Services Agreement by providing: (i) sixty (60) days written notice sent via Certified Mail-Return Receipt Requested; (ii) accompanied by a Resolution adopted by the governing body authorizing termination of this Shared Services Agreement; and (iii) if termination by the Recipient payment for all outstanding fees due to Provider up to the termination date set forth in the written notice. Upon the termination or expiration, all rights and obligations between the Parties under this Shared Services Agreement shall cease and be deemed null and void.

19. INSURANCE. At all times during the term of this Agreement, Recipient shall maintain all state mandated insurance and must maintain 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.

20. TERM. This is a three (3) year Shared Services Agreement, and the Parties agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

21. 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.

22. 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.

23. 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 ESSEX FELLS RECIPIENT	TOWNSHIP OF WEST ORANGE PROVIDER
BY: _____ MAYOR	BY: _____ MAYOR
ATTEST: _____ BOROUGH CLERK	ATTEST: _____ TOWNSHIP CLERK

SCHEDULE A

ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELS, RECIPIENT.

1. The Borough of Essex Fells 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 the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells 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 the employment by the Borough of Essex Fells of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.

2. The Borough of Essex Fells 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 Essex Fells 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 recognized throughout the State of New Jersey.