

**RESOLUTION 2013-R  
OF THE MAYOR AND COUNCIL  
OF PRINCETON**

**SHARED SERVICES - BACK-UP ANIMAL CONTROL SERVICES**

**WHEREAS**, Princeton desires to enter into a uniform shared services agreement in connection with certain activities as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are uniform shared services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for uniformed shared services with **The Township of Montgomery, 2261 Van Horne Road-Route 206 North, Belle Mead, NJ 08502** (hereinafter referred to as "Recipient") to Backup Animal Control services for the Township of Montgomery from **January 1, 2013 through December 31, 2013**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide backup animal control services and other related duties as cited in the uniform shared services agreement of May 14th (attached), for a total contract amount not to exceed **\$15,000.00**.

2. Rendition of Invoices: Payment of fees will be made upon the submission of the Recipient to Princeton of invoices in duplicate in the form prescribed by Princeton. Princeton will invoice Montgomery for hours utilized in the previous quarter (on or about April 15, July 15, October 15, and January 15) of each year that this agreement is in effect. For example, Princeton will provide an invoice to Montgomery on or about April 15 for the hours the Animal Control Officer provides service to Montgomery for the months of January, February, and March. Montgomery shall make payment within 30 days of the invoice date.

3. The form of contract shall include standard provisions common to uniform shared service agreements entered into by Princeton and shall be subject to approval by the Princeton Attorney, State and the State Department of Health and Senior Services.

4. The contract shall be awarded without competitive bidding as a contract for uniform shared services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and

whose practice is regulated by law.

5. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mr. Crumiller								
Mr. Howard								
Mr. Liverman								
Mrs. Miller								
Mr. Simon								
Mayor Lempert								

I, LINDA MCDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held May 28, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Princeton, this 28th day of May 2013.

\_\_\_\_\_  
LINDA MCDERMOTT  
Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE MUNICIPALITY OF  
PRINCETON AND MONTGOMERY TOWNSHIP FOR ANIMAL CONTROL  
SERVICES**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Municipality of Princeton (“Princeton”), a municipal corporation having its principal place of business at 400 Witherspoon Street, Princeton, NJ, 08540, and the Township of Montgomery (“Montgomery”), a municipal corporation having its principal place of business at 2261 Van Horne Road - Route 206 North, Belle Mead, NJ 08502 ;

WHEREAS, Princeton and Montgomery each provide animal control services to their respective municipalities; and

WHEREAS, Montgomery requires supplemental assistance from an Animal Control Officer to provide shelter maintenance and animal emergency response; and

WHEREAS, Montgomery wishes to utilize Princeton’s Animal Control Officer for such purposes as the need arises;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by the parties hereto as follows:

**A. SCOPE OF SERVICES**

1. Princeton agrees to permit Montgomery to use its Animal Control Officer as the need arises to provide emergency response and animal care at Montgomery’s municipal kennel facility.
2. The Borough shall provide up to a maximum of **230** hours per year of shelter care and animal emergency response, as needed
3. Scheduling for work performed under this agreement shall be agreed upon in advance by Montgomery’s Health Officer and Princeton’s Director of Animal Control.
4. This Agreement does not create an employment relationship between Montgomery and the Princeton Animal Control Officer. While performing duties in Montgomery, the Princeton Animal Control Officer shall be compensated according to the terms of his employment with Princeton.

5. While on duty rendering assistance outside of Princeton, to the extent permitted by law, Princeton's Animal Control Officer shall have the same powers, authority and immunities as Montgomery's personnel.

#### B. FEE

6. Montgomery shall pay Princeton at a rate of **\$63.07 per hour (not to exceed \$15,000 per year)**. Princeton will invoice Montgomery for hours utilized in the previous quarter (on or about April 15, July 15, October 15, and January 15) of each year that this agreement is in effect. For example, Princeton will provide an invoice to Montgomery on or about April 15 for the hours it Animal Control Officer provided service to Montgomery for the months of January, February, and March. Montgomery shall make payment within 30 days of the invoice date.

#### C. EFFECTIVE DATE/TERMINATION

7. This agreement is for a one (1) year period, beginning on January 1, **2013** and ending on December 31, **2013**, and may be renewed for additional periods if agreed upon in writing by the parties hereto. In the event this agreement is terminated by written notice prior to the end of any specific one (1) year period, the Borough shall provide a final invoice for services used and Montgomery shall make said payment shall be made within thirty (30) days of receipt of the invoice. Each party shall notify the other in writing 30 days before the expiration of this agreement if it desires to continue services in the following year.

#### D. LIABILITY/HOLD HARMLESS

8. Montgomery and Princeton shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, NJSA 59:1-*let seq*, arising out of or related to performance of any activity under the terms of this agreement.

#### E. MISCELLANEOUS.

9. This agreement shall become effective upon the adoption of appropriate resolutions by Montgomery and Princeton approving the terms and conditions set forth in this agreement and authorizing the Mayor and Clerk to authorize this agreement.

10. Montgomery and Princeton represent that they have duly advised their insurance carriers of the terms and conditions of this Agreement.

11. If any section, paragraph, subsection, clause, or provision of this Agreement shall be adjudged by the courts 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:

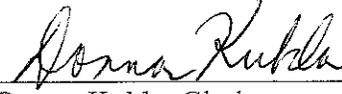
MUNICIPALITY OF PRINCETON

\_\_\_\_\_  
Linda McDermott, Clerk

\_\_\_\_\_  
Mayor Elizabeth Lempert

ATTEST:

TOWNSHIP OF MONTGOMERY

  
\_\_\_\_\_  
Donna Kukla, Clerk

  
\_\_\_\_\_  
Ed Trzaska, Mayor

STATE OF NEW JERSEY:

SS

COUNTY OF MERCER:

I CERTIFY that on \_\_\_\_\_ personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Clerk of the Municipality of Princeton the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by \_\_\_\_\_ who is the Mayor of the Municipality of Princeton;
- (c) this document was signed and delivered by the Municipality of Princeton as its voluntary act duly authorized by a proper resolution ;
- (d) she knows the proper seal of the Municipality of Princeton which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

STATE OF NEW JERSEY:

SS

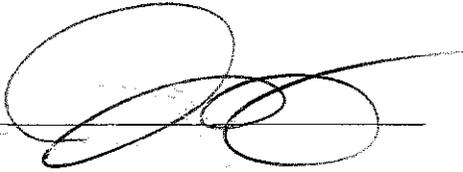
COUNTY OF SOMERSET:

I CERTIFY that on May 15, 2013, Donna Kukla personally came before me and he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Clerk of the Township of Montgomery, the corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by Ed Trzaska, who is the Mayor of the Township of Montgomery;
- (c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;
- (d) he/she knows the proper seal of the Corporation, which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On May 15, 2013



JENNIFER M. JANKAY  
Notary Public of New Jersey  
I.D.# 2373961  
Commission Expires 5/22/2013



Donna Kukla

TOWNSHIP OF MONTGOMERY  
SOMERSET COUNTY, NEW JERSEY

RESOLUTION #13-3-81 - AMENDING RESOLUTION #11-12-297 - AUTHORIZING A SHARED SERVICES AGREEMENT WITH PRINCETON FOR ANIMAL CONTROL ASSISTANCE

WHEREAS, Princeton Borough and Princeton Township have merged and are now the Municipality of Princeton; and

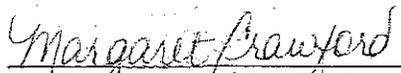
WHEREAS, On December 15, 2011 the Montgomery Township Committee authorized a Shared Services Agreement with Princeton Borough for Animal Control Assistance and the Municipality of Princeton would like to continue this Agreement.

NOW, THEREFORE, BE IT RESOLVED By the Montgomery Township Committee that the Mayor and Clerk are hereby authorized to sign an amended Shared Services Agreement with the Municipality of Princeton to utilize the Township's Animal Control Officer for supplemental assistance as the need arises.

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A  
TRUE COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
MONTGOMERY AT A MEETING HELD

MARCH 21, 2013

  
\_\_\_\_\_  
Deputy Township Clerk