

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Randolph Township COUNTY: Morris

RECIPIENT: Rockaway Borough COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Animal Control Services

EFFECTIVE DATE: 1-1-18

EXPIRATION DATE: 12-31-18

Please submit this cover sheet with shared service agreement either via email to EKG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

2018
ANIMAL CONTROL SHARED SERVICES
AGREEMENT
BOROUGH OF ROCKAWAY / RANDOLPH TOWNSHIP

THIS AGREEMENT, made this **1st day of January, 2018**, between the **TOWNSHIP OF RANDOLPH**, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter referred to as "**Randolph**" and the **BOROUGH OF ROCKAWAY**, in the County of Morris, a municipal corporation of the State of New Jersey hereinafter referred to as "**Rockaway**"; For and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. This agreement shall replace the animal control agreement between the Township of Randolph and the Borough of Rockaway dated **January 1, 2017**.

2. Randolph will furnish to Rockaway for a period of one year from the effective date of this contract and thereafter as herein provided, a qualified person to act as Animal Control Officer, an assistant if necessary, suitable transportation and adequate equipment for such purpose. Such officer will undertake to impound all stray and unlicensed dog or dogs running at large, will undertake to trap and transport stray cats directly to a designated veterinarian for impoundment and/or euthanasia and will remove small dead animals there from, to the extent that such removal is authorized by local ordinance. Such person will also euthanize such animals as may be permitted by State Law or local ordinance.

3. Animal control services, including euthanasia, patrol, and the follow up of complaints will be made available to Rockaway for an average of 5 to 10 hours per week during regular working hours. In addition, the Animal Control Officer or his assistant will be on call 24 hours a day, seven days a week, for animal control emergencies. The Animal Control Officer will maintain all reports and complaints received with monthly reports given to the Board of Health. The regular working

hours of the Animal Control Officer shall be from 8:00 AM to 3:30 PM, Monday through Friday. The work hours spent in Rockaway shall be flexible including weekends and early evening hours. Animal control scheduling shall be based on need, as derived from planning and mutual agreement by officials of both municipalities.

4. Randolph will provide for impounding of dogs from Rockaway and will bear the expense thereof, except fees charged to owners of dogs for impounding and maintaining dogs will be retained by Randolph. Any veterinarian fees or related costs required in connection with the pick up of sick or injured animals in the Borough of Rockaway shall be the responsibility of Rockaway.

5. Randolph, at the request of Rockaway, will have the Animal Control Officer, or Deputy Animal Control Officer, undertake to trap and transport stray cats directly to a designated veterinarian for impoundment and/or euthanasia. Veterinary fees for cat related services will be billed to the Borough of Rockaway. Said fees are separate from and not included in this agreement.

6. Rockaway will pay Randolph at the rate of **eleven thousand five hundred dollars (\$11,500.00) per year**, paid quarterly in the sum of **two thousand eight hundred seventy five (\$2,875) per quarter**. Said rate is subject to increase or decrease in the event of material changes in costs, reasonable related to such fluctuations of costs, upon thirty (30) days notice in writing.

7. The effective date of this contract shall be the first day of **January, 2018**. Charges will be subject to audit at the option and expense of the party requesting same. **Payments are retroactive to that date if enacted after the first of the year.**

8. The Township of Randolph hereby indemnifies and holds the Borough of Rockaway harmless with regard to all animal control services undertaken by this contract.

9. The rates, fees and conditions of this contract shall remain unchanged for the year **2018** after the effective date hereto except as provided in paragraph six and

shall be automatically renewed annually thereafter unless one of the parties gives six months written notice of its intentions not to renew.

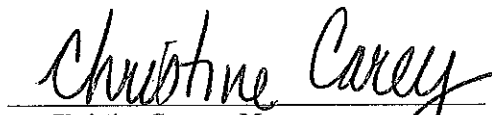
10. This contract may be modified only by mutual agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused these present to be signed by their proper officers and sealed the day and year first above written.

TOWNSHIP OF RANDOLPH



Donna Lucia, Township Clerk



Christine Carey, Mayor

BOROUGH OF ROCKAWAY

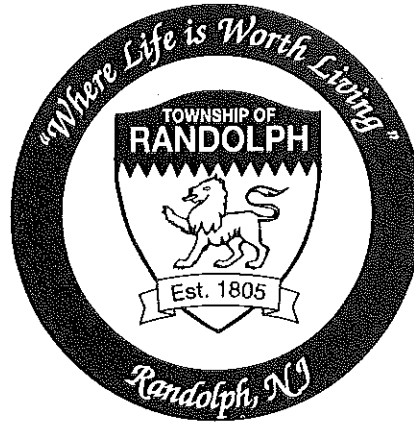
Sheila Seifert, Borough Clerk

Russell Greuter, Mayor

Mayor
Christine Carey

Deputy Mayor
Mark H. Forstenhausler

Council Members
Michael Guadagno
James B. Loveys
Allen M. Napoliello
Lance Tkacs
Joanne Veech



Township Manager
Stephen P. Mountain

Township Clerk
Donna Marie Luciani

Telephone (973) 989-7100
FAX (973) 989-7076

502 Millbrook Avenue
Randolph, NJ 07869-3799
Website: www.randolphnj.org

November 3, 2017

Sheila Seifert
Rockaway Borough Clerk
1 East Main Street
Rockaway, NJ 07866

Re: Animal Control Services for 2018

Dear Sheila,

Please find three (3) original Animal Control Shared Services Agreements between Rockaway Borough and the Township of Randolph, which were approved by Resolution No. 290-17 at the November 2nd Township Council meeting and have been signed by our Mayor and Clerk.

Once they have been signed by you and Mayor Greuter, please retain one (1) and return two (2) to me for recording.

If you have any questions, do not hesitate to contact me at 973-989-7060.

Thank you.

Sincerely,

Jessica Losey
Manager's Office

c.c.: Donna Luciani, Township Clerk
Mark Caputo, Health Officer
Darren Maloney, Finance Officer