

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Borough of Bloomingdale COUNTY: Passaic

RECIPIENT: Borough of Butler COUNTY: Morris

**BRIEF DESCRIPTION OF SERVICE:**

Animal Control Services

EFFECTIVE DATE: 01/01/2018

EXPIRATION DATE: 12/31/2022

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@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.

## INTERLOCAL SERVICE AGREEMENT

BY AND BETWEEN the Borough of Bloomingdale, a body politic, with offices located at 101 Hamburg Turnpike, Bloomingdale, New Jersey.

AND the Borough of Butler, a body politic, with offices located at 1 Ace Road, Butler, New Jersey 07405.

### WITNESSETH:

The Borough of Bloomingdale (hereinafter 'Bloomingdale') and the Borough of Butler (hereinafter 'Butler') have agreed that the citizens of their respective communities can be better served, at a reduced expenditure of scarce tax dollars, by arranging for the joint provision of certain governmental services as permitted by N.J.S.A. 40:8a-1, et.seq.

### IT IS THEREFORE AGREED AS FOLLOWS:

#### 1. Term of Agreement

This Interlocal Service Agreement ('Agreement') shall be effective from January 1, 2018 through December 31, 2022.

#### 2. Scope of Services

##### 2.1 Designated as General Agent

Bloomingdale is hereby designated the agent of Butler to furnish it with Animal Control Services, including Animal Shelter Services.

##### 2.2 Responsibility

At all times, Bloomingdale shall maintain responsibility for all personnel providing services covered under this Agreement, Authority to regulate the overall departmental performance and the performance of all personnel shall reside with Bloomingdale. Any animal picked up during an emergency, in which the owner has not been identified, will be transported to a veterinarian facility. The Borough Administrator of Bloomingdale shall handle any public complaints involving the performance of the Animal Control Officer ('ACO') and staff. If the respective municipality is dissatisfied with the performance of the department, mutual agreement as to appropriate "action" will be determined.

All citizen inquiries and complaint resolutions shall be handled through Bloomingdale unless same are beyond the scope of the services provided herein by Bloomingdale. In such event, citizen inquiries and complaints will be referred to the appropriate Butler municipal official.

### 2.3 Supervision and Direction of Staff

A. The ACO, furnished by Bloomingdale, shall be responsible for the day-to-day operation and supervision of activities in the Animal Control Department.

B. The staff, furnished by Bloomingdale, shall, where necessary, be properly licensed by the State as Animal Control Officers.

### 2.4 Designation as Officials

A. The Animal Control Officers and staff hired by Bloomingdale shall be designated by Butler by Resolution as the Animal Control Staff of Butler. Butler will appoint Lisa Perry as Animal Cruelty Investigator.

B. Butler shall deliver by letter, which shall be on file with Bloomingdale, a copy of Butler's Animal Control ordinances and the Resolution appointing the Animal Control staff and Animal Cruelty Investigator.

## 3. Activities

### 3.1 Animal Shelter Facility

All animals picked up by the ACO and staff shall be transported to the North Jersey Community Animal Shelter in Bloomingdale. All animals shall be held at this facility for the periods mandated by New Jersey law. At the end of this time, ownership and responsibility for final disposition of these animals shall reside with the shelter. At the shelter's discretion, disposition options shall include adoption, release to rescue groups or euthanasia. At all times, the shelter shall be maintained and operated under such standards as are set by State law.

### 3.2 Services to be performed.

The ACO or his/her staff shall provide to Butler, in as responsive a manner as possible, the following:

A. To provide animal control management, including investigation, apprehension and transportation of live animals to veterinarian facility and/or shelter; removal and proper disposal of dead animals; and protecting the general welfare of residents and animals.

B. To respond during normal working hours (8:00 A.M. to 4:00 P.M., Monday through Friday) to routine and non-routine problems, questions or issues of animal control, reported by the public or Borough officials.

C. To respond to animal control emergencies after normal work hours, seven (7) days per week, twenty-four (24) hours per day including, but not limited to, direct threats

to the health and safety of the public by domesticated or wild animals, and/or time-critical welfare issues (not including responding to animal at-large calls).

D. Investigation and supervision of quarantine cases resulting from animal/human or animal/animal bite occurrences. Appropriate quarantine reports shall be completed by the ACO and delivered to the Board of Health of Butler upon the completion of the quarantine period. Should the ACO deem it necessary to quarantine said dog or cat off the premises of the owner, said owner shall be responsible for such care and maintenance costs as may be prescribed by law.

E. In those cases occurring in Butler, where the ACO shall deem it necessary to send specimens to Trenton for rabies examination, the ACO shall provide for the preparation and transport of same. Any costs incurred for this procedure shall be the responsibility of Bloomingdale.

F. In those cases where the ACO shall deem it necessary, the ACO shall be responsible for the issuance of summonses for animal related violations of the local ordinances of Butler and shall be available to testify in court in support of said summons. Court attendance for the ACO is compensated by Bloomingdale.

G. In those cases where the ACO shall deem it appropriate, the ACO shall be responsible for providing euthanasia. This shall be done in as humane a manner as is possible under current acceptable methodology, and shall be done in accordance with all State and Federal laws.

H. Attendance at one (1) Board of Health meeting per calendar year. ACO will be available to attend other meetings throughout the year at the contractual salary rate as established by the prevailing contract with a three hour minimum charge to Butler.

I. The ACO will be available to organize or assist Butler at the annual Rabies Clinic. The cost of this service is compensated by the Borough of Bloomingdale.

J. The ACO will perform/oversee the Animal Canvass as required per the New Jersey State Statute 4:19-15.15 to the extent necessary that the canvass be deemed complete. This service will be at an additional charge, mutually agreed upon in writing, at least 7 days prior to the commencement of the canvass.

### 3.3 Place of Operation

The business office for the ACO and staff will be located in Bloomingdale.

### 4. Enforcement Actions

Each municipality shall be solely responsible for its own enforcement actions. The cost of enforcement activities, including, but not limited to, legal actions and collection of any fines and/or penalties assessed as a result of a legal action, shall be borne solely by the

municipality within which the violation occurred. Bloomingdale shall only be responsible for ensuring that the ACO and/or other department personnel are available to testify and for providing documentation substantiating any investigation under taken and the results thereof.

## 5. Funding

### 5.1. Compensation Payable by Participating Town

In consideration of this service, Butler, shall, in the first year, pay an amount equal to \$3.10 for each resident of the Borough of Butler based upon the 2010 U.S. Census of 7,539. This amount would be \$23,366.81 with a 2% increase each consecutive year. Because of the impact to municipal budgets the repayment schedule for the services provided will be the repaid in the following manner.

2018	\$23,366.81
2019	\$23,834.15
2020	\$24,310.83
2021	\$24,797.05
2022	\$25,293.00

### 5.2. Quarterly Payments by Butler to Bloomingdale

A. Butler shall provide sufficient funds in its budget to cover contract costs. Butler shall provide quarterly payments for said contract charges, based on the schedule shown in Paragraph 5.1, for the duration of the term of the Agreement.

B. The quarterly payments shall be made as follows: January 31<sup>st</sup>, April 30<sup>th</sup>, July 31<sup>st</sup> and October 31<sup>st</sup> of each year that the Agreement is in effect.

C. Failure by Butler to pay its quarterly contribution by the tenth day of the following month gives Bloomingdale the right to impose a five percent (5%) late penalty for that payment, as well as interest on the payment to accrue at the rate of five percent (5%) per annum. If Butler fails to pay its contribution in a timely manner twice, it may be subject to removal by the affirmative vote of the majority of the Governing Body of the Borough of Bloomingdale and shall be responsible for all costs incurred to the date of removal as well as any costs associated with the removal of Butler from the Agreement.

## 6. General Cooperation and Intent

A. It is the intention of the parties that the Animal Control activities within and on behalf of Butler shall be performed by the ACO staff of Bloomingdale according to the same general standards of performance, procedure and recordkeeping as said office presently furnished for matters within the Borough of Bloomingdale. Bloomingdale agrees that its employees and contractors will cooperate with the duly authorized representative of Butler to facilitate by Butler to perform the services listed in Section 3.2 above. In

general, performance by the Borough of Bloomingdale, which meets the requirements of the Animal Control and Animal Shelter activities and the general standards for performance of this Agreement.

B. At all times, Bloomingdale shall maintain responsibility for all personnel providing services covered under this Agreement.

#### 7. Termination

This Agreement may be terminated upon the happening of any of the following events:

A. If there are incidents, that vary from the extent of this Agreement and there is no mutual agreeable resolution Bloomingdale or Butler may terminate this Agreement with ninety (90) days written advance notification; or

B. If, for any reason, the NJCAS shelter and Animal Control services should become a financial liability for Bloomingdale, Bloomingdale reserves the right, upon ninety (90) days written notice to Butler, to terminate this Agreement and shall be held harmless by Butler for taking any such action to terminate; or

C. Following the notice of an increase in the amount paid per resident pursuant to Paragraph 5.1, Butler may terminate this Agreement with one hundred twenty (120) days written notification to Bloomingdale.

#### 8. Insurance

Each party will maintain their separate insurance coverage for automobile liability, general liability and worker's compensation for their respective employees.

#### 9. Administrative and Legal Supervision

To the extent that is appropriate to matters pertaining to Butler, Bloomingdale personnel shall receive subject matter and specific information from Butler. In addition, the Municipal Attorney of Butler shall provide legal advice, guidance and representation to Bloomingdale personnel on specific matters pertaining to Butler. It is expressly understood, however, that matters of discipline, compensation, attendance and related items remain under the sole control of Bloomingdale in regard to all persons serving under this Agreement who shall remain as employees of Bloomingdale.

10. Other Contracts

The parties recognize that this is not an exclusive agreement and that Bloomingdale shall be permitted to enter into similar agreements with other municipalities to provide the same services as specified herein.

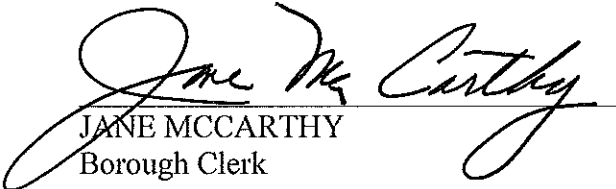
11. Conformity of Local Ordinances with this Agreement

In cases where the terms and conditions of this Agreement are in conflict with the Local Ordinances of Butler, Butler shall amend its Ordinances to eliminate any such inconsistency.

BOROUGH OF BLOOMINGDALE

  
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JON DUNLEAVY  
Mayor

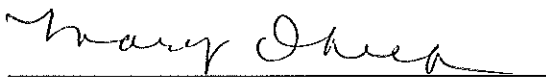
ATTEST:

  
\_\_\_\_\_  
JANE MCCARTHY  
Borough Clerk

BOROUGH OF Butler

  
\_\_\_\_\_  
ROBERT ALVIENE  
Mayor

ATTEST:

  
\_\_\_\_\_  
MARY O'KEEFE  
Borough Clerk