

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Montville COUNTY: Morris

RECIPIENT: WEST CALDWELL COUNTY: Essex

BRIEF DESCRIPTION OF SERVICE:

animal control services

EFFECTIVE DATE: 1/10/17

EXPIRATION DATE: 12/31/19

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

Please submit this cover sheet with shared service agreement either via email to 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 SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTVILLE,
COUNTY OF MORRIS AND THE TOWNSHIP OF WEST CALDWELL, COUNTY OF ESSEX, FOR
THE TOWNSHIP OF MONTVILLE TO PROVIDE ANIMAL CONTROL SERVICES TO AND FOR
THE TOWNSHIP OF WEST CALDWELL**

THIS AGREEMENT is made and entered into this 10th day of January, 2016⁷
by and between:

THE TOWNSHIP OF MONTVILLE

a municipal corporation of the State of New Jersey
with offices located at 195 Changebridge Road
Montville, New Jersey 07045

(hereinafter "Montville" or "Provider")

AND

THE TOWNSHIP OF WEST CALDWELL

a municipal corporation of the State of New Jersey
with offices located at 30 Clinton Road
West Caldwell, New Jersey 07006

(hereinafter "West Caldwell" or "Recipient")

WHEREAS, it is deemed to be in the best interests of the residents of Montville and West Caldwell to enter into a contract pursuant to N.J.S.A. 40A-65-1 *et seq.* (the "Uniform Shared Services and Consolidation Act") to enable Montville to provide animal control services to West Caldwell.

NOW, THEREFORE, Provider and Recipient, in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. Scope of Services

(a) Montville agrees to provide a licensed and certified Animal Control Officer (hereinafter "ACO"), an approved vehicle for the transportation of animals (with heat and air conditioning) and proper equipment (poles, gloves, two-way radio, uniforms, badges, humane animal capture traps) to render animal control services to West Caldwell under the sole and exclusive direction of Montville. Montville's duties and responsibilities shall be to respond to calls and complaints concerning lost, stray, injured or nuisance domestic animals, suspected rabid wild or domestic animals, and vicious dogs in West Caldwell and capture and take them to a designated impound facility. The Animal Control Officer shall evaluate animals that are

captured or picked up as to the need for emergency veterinary care. Kennel (boarding) and veterinarian expenses shall be the responsibility of the animal's owner in the first instance; but, if not paid by the owner, will be the responsibility of West Caldwell. Decapitation expenses and the transportation of animal heads to the State of New Jersey Laboratory for rabies analysis shall be the responsibility of West Caldwell. Requests by residents of West Caldwell for animal control services shall be directed to West Caldwell and services will be provided only upon request of a duly authorized West Caldwell official or West Caldwell Police Officer. Nothing herein, however, shall be deemed to restrict the authority of Montville's Animal Control Officer to take custody of animals or to take other actions that he deems necessary, where such animals are encountered during the performance of his duties.

(b) Where appropriate local ordinances permit, the Animal Control Officer may issue a summons to the owner of an animal found running at large. The fine and court costs will be retained by West Caldwell. All licensing and administrative functions shall be the responsibility of West Caldwell, except that Montville will be responsible for kennel reports and inspections by the State. The Animal Control Officer will be given full rights to enforce the provisions of this Agreement in accordance with the pertinent ordinances and regulations of West Caldwell.

(c) The Animal Control Officer shall investigate bite incidents and reports of vicious dogs and seize and impound dogs meeting the criteria of the State vicious dog law (N.J.S.A. 4:19-19 *et seq.*). He/she shall also serve notices for the confinement of biting or bitten animals for rabies observation and monitor those confinements, in accordance with N.J.S.A. 26:4-82 and 83.

(d) Animals shall be sheltered, fed and provided with care for the period of time provided by law.

(e) Montville and West Caldwell shall both keep and maintain accurate records of each licensed and unlicensed animal impounded or sheltered and such records shall show in

detail the time, place, and circumstance under which each animal came into the possession, custody or control of Montville and the disposition of all such animals. Such records shall, at all times, be available and open for inspection by the officers and agents of Montville and West Caldwell. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles relating to same.

(f) West Caldwell shall continue to keep the necessary records of all dogs within its territory required by law and shall continue to license all dogs within its corporate limits in accordance with such law.

(g) No unlicensed animal will be returned to the owner unless the owner first secures a license from West Caldwell.

(h) Responses to and capture of nuisance wildlife that are not threatening humans or domestic animals are not within the scope of this Agreement.

(i) When specifically notified by West Caldwell, Montville shall attempt to impound any stray animal or licensed dog running at large on any street within the boundaries of West Caldwell. When such impoundment occurs, the dog shall be held at that Montville Animal Shelter, or any other shelter designated by Montville's ACO, for a period of seven (7) days unless claimed by the owner. Montville shall shelter, handle and dispose of all animals pursuant to N.J.S.A. 4:19-15.6 and the existing Shelter rules and fees. Under no circumstances shall animals be made available for experimentation.

(j) Any owner may reclaim their dog or animal from the designated shelter during operating hours with payment of boarding fees incurred for each day that the animal has been impounded.

2. Term and Renewal

(a) The term of this agreement shall be from January 1, 2017 through December 31, 2019 subject to the adoption of resolutions by Montville and West Caldwell approving the execution of this Agreement and upon full execution of this Agreement by the parties.

(b) This Agreement is subject to a sixty (60) day review period prior to its expiration in order for the Provider to determine if the Agreement will be renewed.

(c) If it is determined that there will be a renewal, services for subsequent years must be negotiated and a new agreement signed prior to December 31, 2019. West Caldwell must provide notice to the Montville of intent to renew by October 1, 2019.

3. Consideration and Hours of Service.

(a) Consideration. West Caldwell agrees to pay Montville the sum of \$2,000 per month for animal control services for the term of this Agreement, to be paid in quarterly installments of \$6,000. The quarterly service charges shall be paid in the first month of each quarter (January 1, April 1, July 1, October 1).

(b) Hours.

(1) Montville shall provide primary ACO coverage to West Caldwell between the hours of 8:30 a.m. and 4:30 p.m. Monday to Friday, except holidays as established by Montville.

(2) Montville will respond to emergency calls for animal control services in West Caldwell outside of the normal working hours defined in (1) above. Response by the ACO to emergency calls include the pick-up and impoundment of any stray, injured or entrapped animal, the emergency transportation of sick or injured animals to a licensed veterinarian. Expenses incurred for emergency medical treatment shall be the responsibility of the animal's owner, or if the owner cannot be determined, West Caldwell.

(c) Additional Fees.

In addition to the consideration set forth herein, West Caldwell shall be responsible for kennel boarding fees, veterinarian expenses, decapitation expenses, euthanasia and disposal fees, and costs associated with the transport of animal heads to the State Laboratory.

4. Termination

In the event that either party seeks to terminate this Agreement, said party shall provide at least sixty (60) days' written notice in advance of the date of termination.

5. No Assignment

The parties agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in writing by both parties and with proper official action.

6. Insurance and Indemnification

(a) Montville shall be responsible for liability insurance, workers' compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits; and the training, hiring, firing and discipline of animal control personnel and staff, including all incidental expenses and costs that accompany same.

(b) West Caldwell hereby agrees to save, indemnify and hold Montville harmless against all liability, claims and judgments or demands for damages arising from accidents, losses or injury to persons or property in regard to the ACO activities undertaken by Montville officials in connection with their duties in West Caldwell provided the liability, claims and judgments or demands do not arise out of the negligent acts of Montville's employees.

(c) Montville agrees to save, indemnify and hold West Caldwell harmless against all liability, claims judgments or demands for damages arising from accidents, losses or injury to persons or property in regard to the ACO activities undertaken by Montville Township officials in connection with their duties in West Caldwell provided the liability, claims and judgments or demands do not arise out of the negligent acts of Montville's employees.

(d) Montville will cause West Caldwell to be named as an additional insured on its general liability policy on a primary, non-contributory basis. It is recognized and understood that both Montville and West Caldwell participate in a joint insurance fund (JIF). Montville and West Caldwell shall each name the other as an additional insured on its general liability

insurance policy. Montville will provide proof of automobile liability and workers' compensation policies.

7. Miscellaneous

(a) This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

(b) If any part of this Agreement shall be held to be invalid, illegal or unenforceable, the parties agree to negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate action as shall implement and give effect to the intention of the parties as reflected herein and the other provisions of this Agreement, as so amended, shall nevertheless remain in full force and effect.

(c) Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right of power at any other time.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:

TOWNSHIP OF WEST CALDWELL

BY: Mary Donovan
Mary Donovan, Township Clerk

BY: Joseph Tempesta, Jr.
Joseph Tempesta, Jr., Mayor
Dated:

ATTEST:

TOWNSHIP OF MONTVILLE

BY: Gertrude Atkinson
Gertrude Atkinson, Township Clerk

BY: James Sandham, Jr.
James Sandham, Jr., Mayor
Dated: