



DIVISION OF LOCAL GOVERNMENT SERVICES  
SHARED SERVICES AGREEMENT  
COVER SHEET

PROVIDER: Mount Olive Township COUNTY: MORRIS

RECIPIENT: Washington Township COUNTY: MORRIS

BRIEF DESCRIPTION OF SERVICE:

To provide Animal Control Officer services and  
Municipal Humane Law Enforcement Officer Services

EFFECTIVE DATE: 1/1/2019

EXPIRATION DATE: 12/31/2019

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$6,100-

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.



## TOWNSHIP OF MOUNT OLIVE

October 26, 2018



Division of Local Government Services  
ATTN: SHARED SERVICES  
PO Box 803  
Trenton, NJ 08625-0803

Dear Sir:

Enclosed please find a Shared Service Agreement that Mount Olive Township has entered into with Washington Township to provide Animal Control Services and Humane Law Enforcement Officer Services for the Town.

If there is anything else you need, please contact me.

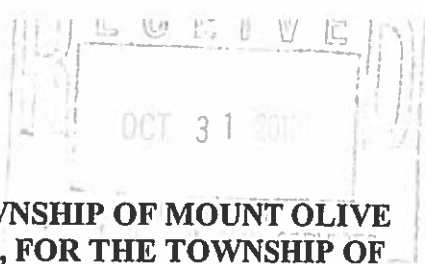
Sincerely,

Michelle Masser  
Township Clerk

mcm  
encs.

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Township Clerk, Michelle Masseur  
204 Flanders-Drakestown Road  
Budd Lake, NJ 07828  
Phone: (973) 691-0900 x7291  
Fax: (973) 691-2080  
Website: [www.mountolivetownship.com](http://www.mountolivetownship.com)  
Email: [clerk@mtolivetwp.org](mailto:clerk@mtolivetwp.org)



**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND WASHINGTON TOWNSHIP, COUNTY OF MORRIS, FOR THE TOWNSHIP OF MOUNT OLIVE TO PROVIDE ANIMAL CONTROL OFFICER SERVICES AND MUNICIPAL HUMANE LAW ENFORCEMENT OFFICER SERVICES TO AND FOR WASHINGTON TOWNSHIP**

**THIS SHARED SERVICES AGREEMENT** (the “Agreement”) is made on the 11<sup>th</sup> day of October, 2018 by and between Washington Township, County of Morris, a municipal corporation of the State of New Jersey with offices located at 43 Schooley’s Mountain Road, Long Valley, New Jersey (“Washington”), and the Township of Mount Olive, County of Morris, a municipal corporation of the State of New Jersey, with offices located at 204 Flanders-Drakestown Road, Budd Lake, New Jersey (“Mount Olive”).

**WHEREAS**, it is deemed to be in the best interests of the residents of Mount Olive and Washington 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 Mount Olive to provide Animal Control Officer Services and Municipal Humane Law Enforcement Officer services to Washington.

**NOW, THEREFORE**, Mount Olive and Washington, in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. Scope of Services

(a) Mount Olive agrees to provide a licensed and certified Animal Control Officer, 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 Washington under the sole and exclusive direction of Mount Olive. Mount Olive’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 Washington 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. If veterinary services are necessary, Hackettstown Animal Hospital, Newton Veterinary Hospital or The Animal Hospital of Roxbury shall be used, unless Mount Olive and Washington expressly agree on a different facility. 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 Washington. Decapitation expenses and the transportation of animal heads to the State of New Jersey Laboratory for rabies analysis shall be the responsibility of Washington. Requests by residents of Washington for animal control services shall be directed to Washington and services will be provided only upon request of a duly authorized Washington official or Washington Police Officer. Nothing herein, however, shall be deemed to restrict the authority of Mount Olive'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 Washington. All licensing and administrative functions shall be the responsibility of Washington, except that Mount Olive 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 Washington.

(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 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) Mount Olive and Washington 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 Mount Olive 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 Mount Olive and Washington. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles relating to same.

(f) Washington 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 Washington.

(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) Photos of impounded animals will be provided to Washington Township for posting on its social media and/or website. Washington Township will be solely responsible for posting impounded animals photos and/or information.

## 2. Term and Renewal

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

(b) Services for subsequent years must be negotiated and a new agreement signed prior to December 31, 2019. Washington must provide notice to the Mount Olive of intent to renew by October 1, 2019.

3. Consideration and Hours of Service.

a. Consideration. Washington agrees to pay Mount Olive the sum of \$6,100 for animal control services for calendar year 2019, payable quarterly.

b. Hours.

(1) Daytime hours.

a. Mount Olive shall provide primary Animal Control Officer (“ACO”) coverage to Washington between the hours of 7:30 a.m. and 4:30 p.m. Monday to Friday.

b. Washington shall arrange for backup Animal Control Officer coverage during the hours of 7:30 a.m. and 4:30 p.m. Monday to Friday and for primary Animal Control Officer coverage on weekends.

c. For each back-up call answered by the backup Animal Control Officer arranged by Washington during the hours of 7:30 a.m. and 4:30 p.m. Monday to Friday, the sum of \$100 shall be deducted from the quarterly payment to Mount Olive. Mount Olive shall notify Washington when the primary ACO is on vacation or sick so that the backup ACO may be dispatched first.

(2) Evening and weekend hours.

a. Washington shall arrange for primary coverage between the hours of 4:30 p.m. and 7:30 a.m. Monday to Friday and weekends.

b. Mount Olive shall provide backup coverage during the hours of 4:30 p.m. to 7:30 a.m.

c. For each back-up call answered by Mount Olive's Animal Control Officer between the hours of 4:30 p.m. and 7:30 a.m. or on weekends, the amount of \$150 shall be added to the quarterly payment to Mount Olive.

c. Court Appearances.

The sum of \$75 per hour shall be added to the quarterly payment for all court appearances provided by Mount Olive's Animal Control Officer.

d. Additional Fees.

In addition to the consideration set forth herein, Washington 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. Municipal Humane Law Enforcement Officer Scope of Services

Mount Olive agrees to provide a licensed and certified Municipal Humane Law Enforcement Officer, an approved vehicle for the transportation of animals (with heat and air conditioning) and proper equipment to render humane law enforcement services to Washington under the sole and exclusive direction of Mount Olive. Requests by residents of Washington for humane law enforcement services shall be directed to Washington and services will be provided only upon request of a duly authorized Washington official or Washington Police Officer.

5. Municipal Humane Law Enforcement Officer Services Consideration.

Washington agrees to pay Mount Olive the sum of \$75 per hour for Municipal Humane Law Enforcement Officer services. Washington shall add the total amount to each quarterly payment.

Court Appearances. Washington shall pay \$45 per hour for all Municipal Humane Law Enforcement Officer court appearances. Washington shall add the total amount to each quarterly payment.

6. 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.

7. 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.

8. Insurance and Indemnification

(a) Mount Olive 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) Washington shall not be liable for any negligent, reckless or intentional acts or omissions of Mount Olive and Mount Olive shall indemnify, defend and hold Washington harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of Mount Olive or any of its employees in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees



and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

(c) Mount Olive will cause Washington 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 Mount Olive and Washington participate in a joint insurance fund (JIF). Mount Olive and Washington shall each name the other as an additional insured on its general liability insurance policy. Mount Olive will provide proof of automobile liability and workers' compensation policies.

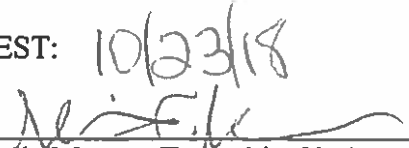
9. Miscellaneous

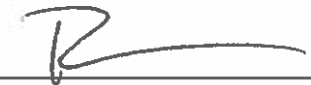
(a) This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

(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.

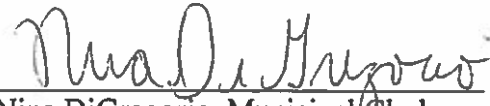
(c) Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a 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: 10/23/18  
  
Michelle Masser, Township Clerk

MOUNT OLIVE TOWNSHIP  
  
Rob Greenbaum, Mayor

Dated: 10/23/18

ATTEST:  
  
Nina DiGregorio, Municipal Clerk

WASHINGTON TOWNSHIP  
  
William Roehrich, Mayor

Dated: 10-15-18

ATTEST: MOUNT OLIVE TOWNSHIP BOARD OF HEALTH

  
Michele Doucette, Board Secretary

By:   
Colleen Labow, Board Chair

  
Trevor J. Weigle, Health Officer/Director

Dated: 10/24/18

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE RE-AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND THE WASHINGTON TOWNSHIP FOR THE PROVISION OF ANIMAL CONTROL OFFICER SERVICES AND MUNICIPAL HUMANE LAW ENFORCEMENT OFFICER SERVICES**

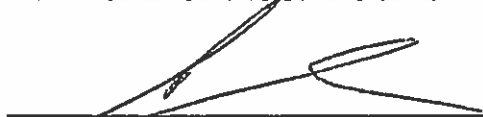
**WHEREAS**, the Township of Mount Olive ("Mount Olive") and the Township of Washington ("Washington") have entered into an interlocal services agreement ("Agreement") pursuant to which Mount Olive provides animal control officer services and municipal humane law enforcement officer services to Washington; and

**WHEREAS**, Mount Olive and Washington wish to renew the agreement under the terms and conditions outlined in the attached agreement; and

**WHEREAS**, the Mayor and Township Council have reviewed, are familiar with and have agreed to the terms and conditions of the new interlocal services agreement between Mount Olive and Washington for the provision of animal control officer services and municipal humane law enforcement officer services.

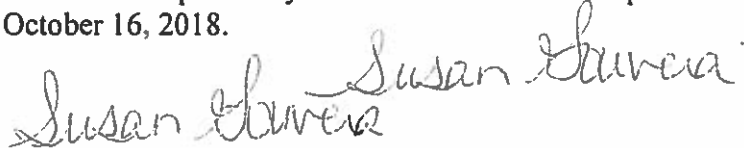
**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Township Council of the Township of Mount Olive, in the County of Morris, that the Mayor is hereby authorized and directed to execute the attached interlocal services agreement between Mount Olive and Washington for the provision of animal control officer services and municipal humane law enforcement officer services.

TOWNSHIP OF MOUNT OLIVE



Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on October 16, 2018.



Susan Gouveia, Deputy Township Clerk