

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

PROVIDER: Wantage Township COUNTY: Sussex

RECIPIENT: Montague Township COUNTY: Sussex

BRIEF DESCRIPTION OF SERVICE:

Wantage to provide Animal Control and Pound Services to Montague.

EFFECTIVE DATE: January 1, 2017

EXPIRATION DATE: December 31, 2017

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](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 WANTAGE**

**RESOLUTION 18-2017**

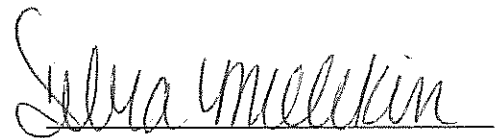
**AUTHORIZE EXECUTION OF SHARED SERVICE AGREEMENT FOR ANIMAL CONTROL AND POUND SERVICES WITH TOWNSHIP OF MONTAGUE**

WHEREAS, the Township of Montague desires to enter into a shared service agreement with the Township of Wantage for animal control and pound services for 2017; and

WHEREAS, the annual fee for the calendar year 2017 is \$12,319.00; and

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Town of Wantage, Sussex County, New Jersey that the Mayor and Acting Municipal Clerk are authorized to execute an agreement for animal control and pound services with Township of Montague for the calendar year 2017.

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Township Committee of the Township of Wantage, in the County of Sussex, New Jersey, at a meeting held on January 26, 2017.

  
Debra Millikin, Administrator  
/Acting Clerk

# Township of Montague

## Resolution 2016-78

### Shared Service Agreement Animal Control Officer Year 2017

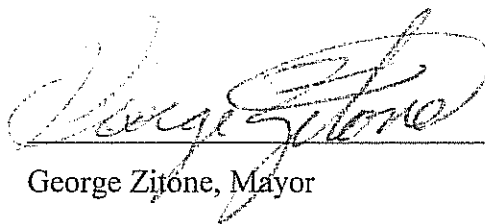
Be it and it is hereby resolved by the Montague Township Committee that the Mayor is hereby authorized to execute on behalf of the Township of Montague for year 2017 pursuant to N.J.S.A. 40A:65-1 et seq., the attached Shared Service Agreement between the Township of Wantage and Township of Montague for the Township of Wantage providing the services of its Animal Control Officer.

Approved: November 1, 2016

ATTEST:



Eileen DeFabiis, RMC



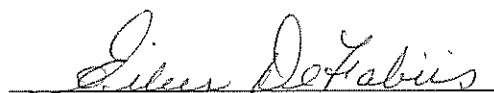
George Zitone, Mayor

Vote recorded as follows:

Committeeman Barbagallo:	aye
Committeeman Brislin:	aye
Committeewoman Crawford:	aye
Committeeman Zitone:	aye
Committeeman Innella:	aye

### CERTIFICATION

I, Eileen DeFabiis, Clerk of the Township of Montague, hereby certify that this is a true and accurate copy of a resolution adopted by the Township Committee of the Township of Montague, in the County of Sussex, State of New Jersey, at a regular meeting held on November 1, 2016.



Eileen DeFabiis, RMC, CMR  
Municipal Clerk

# **SHARED SERVICE AGREEMENT**

***THIS AGREEMENT***, entered into and effective upon this 1<sup>st</sup> day of January 2017, By and Between

THE TOWNSHIP OF WANTAGE, a municipal corporation of the State of New Jersey, hereinafter referred to as "Provider", and

THE TOWNSHIP OF MONTAGUE, a municipal corporation of the State of New Jersey, Hereinafter referred to as "Recipient"

***WITNESSETH***, that Wantage and Montague, for the consideration hereinafter named, agree as follows:

## **ARTICLE II: ACTIVITIES**

### **A. Services To Be Provided**

The Provider shall provide the services of its **Animal Control Officer** to enforce the Recipient's Animal Control Ordinance and relevant state statutes during the course of the term of this agreement.

The Provider agrees to accept, hold and dispose of all dogs and cats from the municipality of the Recipient, which shall be delivered to the **Wantage Township Municipal Dog Pound Facility** in accordance with the statutes applicable thereto, and the rules and regulations of the New Jersey State Department of Health. Food, shelter and care for such dogs and cats during the holding period will be provided and the Provider will, when necessary, dispose of such dogs and cats at the end of the holding period. After delivery of dog(s) and/or cat(s) by Recipient to Provider, the Provider shall have exclusive control and full responsibility for the holding and disposal of such dog(s) and/or cat(s).

**B. Hours of Operation; Routes**

The Animal Control Officer of the Provider shall be available during regular business hours and after hours, as needed. In the event that the Animal Control Officer is unavailable for a response, the Provider shall locate another certified Animal Control Officer to provide the service required. The Provider shall furnish the Recipient with the phone and/or beeper numbers for the Animal Control Officer.

The Dog Pound Facility shall be maintained open to the general public for the benefit of the Recipient's citizens in accordance with state law, a minimum of two hours per day, seven days a week. Additional access to the facility shall be provided to authorized personnel of the recipient upon request, during regular business hours.

**ARTICLE III: COMPENSATION**

- A. The Recipient shall pay the Provider the annual sum of \$12,319, payable in quarterly installments, in compensation for the services provided herein.
- B. Upon providing an animal control response in the jurisdiction of the Recipient's boundaries, if the ACO or his/her duly designated representative finds that an animal is injured to the point of requiring immediate veterinary care, the animal shall be transported to a veterinarian prior to being brought to the Wantage Dog Pound for the purpose of securing the required veterinary care. Any costs incurred to the Veterinarian by such veterinary care are not covered under the terms of this animal control contract, and the Recipient shall be responsible for paying the cost incurred directly to the veterinarian.

**ARTICLE IV: DURATION OF CONTRACT; TERMS OF AMENDMENT**

**A. Duration**

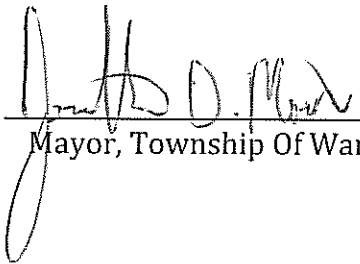
The Provider agrees to provide the services named in Article II for calendar year 2017.

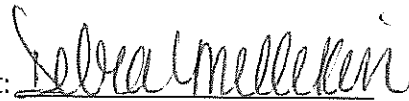
**B. Amendment**

This agreement may be amended or extended at any time by mutual agreement of the parties provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.

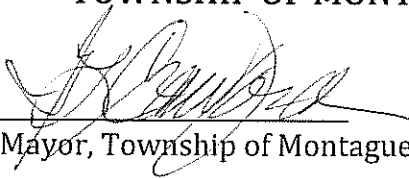
*IN WITNESS WHEREOF*, the parties hereto have executed this Agreement, the day and year first above written.

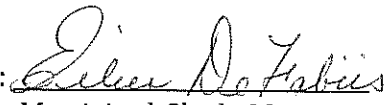
**TOWNSHIP OF WANTAGE**

Signed:   
Mayor, Township Of Wantage

Attest:   
Municipal Clerk, Wantage

**TOWNSHIP OF MONTAGUE**

Signed:   
Mayor, Township of Montague

Attest:   
Municipal Clerk, Montague

## Attachment "A"

Wantage Township maintains staggered hours for our certified animal control officers during the work day, providing clients with "on duty" service from 8:00 a.m. through 6:00 p.m., Monday through Friday. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold.

Wantage Township makes an estimate of the number of off-duty call outs (evenings and weekends) that can be expected from a community during a given calendar year, and charges a flat rate accordingly for that year's ACO and pound service. If, by the end of a calendar year, it becomes evident that the community being served expects a greater amount of off-duty service than that which was anticipated, Wantage Township would need to adjust the amount being charged as a service fee in the next year beyond the normal COLA adjustment.

As a cost saving measure, Wantage Township identifies "emergency" vs. "non-emergency" situations for animal control. When Wantage Township has an ACO on duty, Wantage will respond to any request for animal control in a client community. During off-duty hours (evenings, holidays and weekends), Wantage Township will request that the client's Police Department and/or other designated representative make a value judgment regarding whether or not the request for animal control service warrants an "emergency" situation.

Situations involving a dog barking complaint do not require a physical response from an ACO during off-hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or other animal. Both of these situations could be deemed to be "non-emergency", and dealt with as follow up activity during the next regular work day. Similarly, concerns that people may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual "dog running loose" situation during off hours, it is likely that by the time a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. Instead, Wantage Township would offer to work with the person complaining, to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

"Emergency" situations are clear cut in most situations: any situation involving an animal bite or scratch that affects a person or another animal; any time a person is confronted with a situation in which they believe that their personal safety is being threatened; any situation in which a member of the public has reason to suspect that an animal may have rabies; ... all of these situations warrant an immediate response, regardless of time of day or day of week.

There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. Wantage requests the police officer or other designated client representative to make a value judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and Wantage will respond.