

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Washington Township COUNTY: Morris

RECIPIENT: Califon Borough COUNTY: Hunterdon

BRIEF DESCRIPTION OF SERVICE:

Township of Washington, County of Morris and the Borough of Califon, County of Hunterdon shared service agreement for the provision by the Township of animal control services to the Borough

EFFECTIVE DATE: January 1, 2014

EXPIRATION DATE: December 31, 2014

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 SERVICES AGREEMENT BETWEEN THE BOROUGH OF
CALIFON AND THE TOWNSHIP OF WASHINGTON, COUNTY OF MORRIS
FOR THE TOWNSHIP OF WASHINGTON TO PROVIDE
ANIMAL CONTROL SERVICES TO AND FOR THE BOROUGH OF CALIFON**

THIS INTERLOCAL SERVICES AGREEMENT (the "Agreement") is made on the 1st day of January, 2014, by and between the Township of Washington, County of Morris, a municipal corporation of the State of New Jersey with offices located at 43 Schooleys Mountain Road, Long Valley, New Jersey, hereinafter referred to as the "Township," and the Borough of Califon, County of Hunterdon, a municipal corporation of the State of New Jersey, with offices located at 39 Academy Street, Califon, New Jersey, hereinafter referred to as the "Borough."

WHEREAS, it is deemed to be in the best interests of the residents of the Township and the Borough 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 the Township to provide animal control services to the Borough.

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

1. Scope of Services

(a) The Township 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 the Borough under the sole and exclusive direction of the Township of Washington. The Township's duties and responsibilities shall be to respond to calls and complaints concerning lost, stray, injured or nuisance domestic animals and suspected rabid wild or domestic animals and vicious dogs in the Borough 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 veterinary emergency care. If veterinary services are necessary, the Hackettstown Animal Hospital shall be used, unless the Township and the Borough 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 the Borough. Decapitation expenses and the transportation of animal heads to the State of New Jersey Laboratory for rabies analysis shall be the responsibility of the Borough. Requests by residents of the Borough for animal control services shall be directed to the Borough and services will be provided only upon request of a duly authorized Borough official or Township Police Officer. Nothing herein, however, shall be deemed to restrict the authority of the Township'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 will issue a summons to the owner of an animal found running at large. The fine and court costs will be retained by the Borough. All licensing and administrative functions shall be the responsibility of the Borough, except that the Township will be responsible for kennel reports and inspections by the State. The Animal Control Officer will be given full rights of enforcing the provisions of this Agreement in accordance with the pertinent ordinances and regulations of the Borough.

(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.

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

(e) The Township and the Borough 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 the Township 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 the Township and the Borough. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles relating to same.

(f) The Borough shall continue to keep the necessary records and census 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 the Borough.

(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) The Borough will be allowed to participate in the Township's animal rabies vaccination clinic.

2. Term and Renewal

(a) The term of this agreement shall be from January 1, 2014 through December 31, 2014, subject to the adoption of resolutions by the Township and

the Borough 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, 2014. The Borough must provide notice to the Township of intent to renew by October 1, 2014.

3. Consideration

The Borough agrees to pay the Township the sum of \$1,500.00 for animal control services for 2014. Payment in full shall be made on or before July 1, 2014. In addition to the consideration set forth herein, the Borough shall be responsible for kennel boarding fees, veterinarian expenses, decapitation expenses, euthanasia and disposal fees, and costs associated with the transportation 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) The Township shall be responsible for liability insurance, worker's 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) The Borough shall not be liable for any negligent, reckless or intentional acts or omissions of the Township and the Township shall indemnify, defend and hold the Borough harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of the Township 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) The Township will cause the Borough to be named as an additional insured on its general liability policy on a primary, non-contributory basis. It is recognized and understood that the Township participates in a joint insurance fund (JIF) and the Borough carries insurance through traditional markets. The Township and the Borough shall each name the other as an additional insured on its general liability insurance policy. The Township of Washington 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.

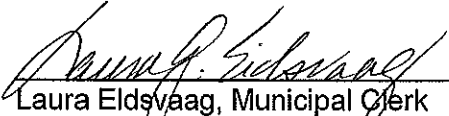
(b) If any part of this Agreement shall be held to be invalid, illegal or unenforceable, the parties agree to negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate action as shall implement and give effect to the intention of the parties as reflected herein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

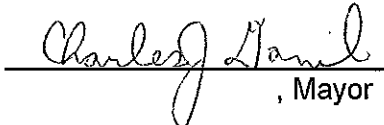
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:



Laura Eldsvaag, Municipal Clerk

BOROUGH OF CALIFON



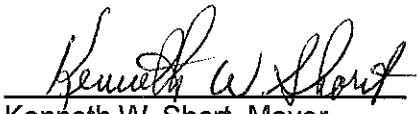
, Mayor

ATTEST:



Nina DiGregorio, Municipal Clerk

TOWNSHIP OF WASHINGTON



Kenneth W. Short, Mayor

**BOROUGH OF CALIFON
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION 2014-17

**AUTHORIZE THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF CALIFON AND THE TOWNSHIP OF WASHINGTON
(MORRIS COUNTY) TO PROVIDE ANIMAL CONTROL SERVICES TO THE
BOROUGH OF CALIFON**

WHEREAS, the Borough of Califon, County of Hunterdon and the Township of Washington, County of Morris, desire to enter into an agreement to provide animal control services to the Borough of Califon; and


WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

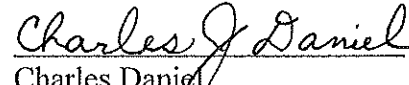
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Borough of Califon, in the County of Hunterdon and State of New Jersey as follows:

1. That the Mayor and Municipal Clerk are hereby authorized to execute an Interlocal Services Agreement between the Borough of Califon, County of Hunterdon and the Township of Washington, County of Morris, for shared animal control services for a term of one year to commence on January 1, 2014 and to terminate on December 31, 2014.
2. A copy of the agreement is on file in the office of the Municipal Clerk for inspection by the public.
3. A copy of this Agreement shall be filed, for informational purposes, with the Dept. of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Division.
4. This resolution shall take effect immediately.

ATTEST:

COMMON COUNCIL OF THE
BOROUGH OF CALIFON

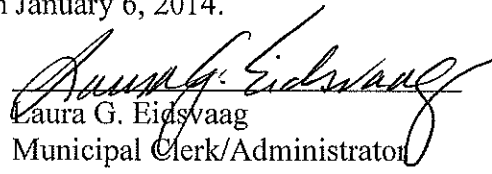

Laura G. Eidsvaag, RMC
Municipal Clerk/Administrator


Charles Daniel
Mayor

CERTIFICATION

I certify that the foregoing is a true and correct copy of a Resolution adopted by the Borough of
Califon Council at a regular meeting held on January 6, 2014.

(SEAL)


Laura G. Eidsvaag
Municipal Clerk/Administrator

RESOLUTION NO. R-160-13

WHEREAS, the Township of Washington, County of Morris and the Borough of Califon, County of Hunterdon desire to enter into an shared services agreement for the provision by the Township of Animal Control Services to the Borough; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 -1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, in the County of Morris and State of New Jersey, as follows:

1. That the Mayor and Township Clerk are hereby authorized to execute the Shared Services Agreement between the Township of Washington, County of Morris, and the Borough of Califon, County of Hunterdon, for animal control services for a term to commence January 1, 2014 and to terminate on December 31, 2014.

2. A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.

3. A copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services, pursuant to rules and regulations promulgated by the Division.

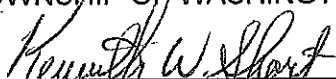
4. This resolution shall take effect immediately.

ATTEST:

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON



Nina DiGregorio, Township Clerk



Kenneth W. Short, Mayor

I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee, held on December 16, 2013.

Nina DiGregorio, Township Clerk

Date