

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Millburn & Township of Livingston COUNTY: Essex County

RECIPIENT: Township of Berkeley Heights COUNTY: Union County

BRIEF DESCRIPTION OF SERVICE:

Animal Control Services

EFFECTIVE DATE: February 11, 2014

EXPIRATION DATE: February 11, 2016

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 AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN Township of Berkeley Heights
AND THE TOWNSHIP OF MILLBURN AND TOWNSHIP OF LIVINGSTON**

This Agreement is made this 11th day of February 2014, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, maintaining an office at 29 Park Avenue, Berkeley Heights, NJ 07902 and the Township of Millburn ("Millburn"), a municipal corporation of the State of New Jersey, maintaining an office at 375 Millburn Avenue, Millburn, New Jersey 07041 and the Township of Livingston ("Livingston"), a municipal corporation of the State of New Jersey, maintaining an office at 357 South Livingston Avenue, Livingston, NJ 07039 (collectively as the "Providers").

WHEREAS, pursuant to the powers granted to it by the statutes of the State of New Jersey, the Township of Berkeley Heights and the providers did, through the provisions of duly adopted Resolutions agree to enter into an Interlocal Agreement whereby it was agreed that Millburn and Livingston would provide Animal Control Services to the Township of Berkeley Heights.

WHEREAS, the governing bodies of the Township of Berkeley Heights and the providers have, by the appropriate Resolutions duly authorized the execution of this Agreement; and

WHEREAS, The Township of Berkeley Heights and the providers have agreed that Millburn and Livingston will provide Animal Control Services to the Township of Berkeley Heights.

1. The Township of Berkeley Heights is in need of Animal Control Services as mandated by NJSA 4:19-15.16 et seq. (as regulated by NJAC 8:23A) and Millburn/Livingston have the ability to provide such services and have agreed to do so, pursuant hereto. The Township of Berkeley Heights and Millburn/Livingston have agreed that they will provide Animal Control Services to the Township of Berkeley Heights as followed:

- a. Animal Sheltering: The provider's Animal Control Officer will take all dogs/cats captured in the Township of Berkeley Heights to the Township of Livingston's Animal Shelter. Dogs will be impounded as required by State and Municipal Regulations, for reasons including running at large, suspected rabies, vicious or dangerous dog, etc.

Animals are to be held for a period of fourteen (14) days, affording the opportunity of reclamation by the owner within the first mandatory seven (7) day period. The second seven (7) day period will allow the provider's time to find a proper disposition for the animal through adoption or relocation. Berkeley Heights will be responsible for the cost of sheltering dogs and cats captured in the Township of Berkeley Heights. The Township of Berkeley Heights will pay the amount of \$40.00 per day. The Township of Berkeley Heights will also be

responsible for any costs associated with caring for an animal being sheltered. This includes, but is not limited to, the time an Animal Control Officer spends feeding and caring for an animal during off-duty hours. Off duty-hours are considered any time before or after 8:00AM – 4:30PM, Monday through Friday and all weekends and municipally recognized holidays.

- b. Animal Complaint Investigation: The provider's Animal Control Officer will refer all animal complaints including animal cruelty to the SPCA, if not already reported by the municipality's Police Department. The Animal Control Officer will be authorized by the Township of Berkeley Heights to address all animal complaints. Complaints will be filed by the municipality in their respective court with the Animal Control Officer available to be a witness in court case if necessary.

The provider's Animal Control Officer will not be involved in any court matters and/or litigation already in progress prior to the providers initially performing Animal Control Services.

- c. Patrolling Services: The provider's Animal Control Officer will not be required to provide patrolling services. Should at sometime the Township of Berkeley Heights require a patrolling service the minimum time charge will be one half day's rate, which is a minimum of four (4) hours.
- d. Injury Treatment for Dogs and Cats and Other Wildlife: All dogs, cats and wildlife captured in Township of Berkeley Heights requiring emergency treatment will be transported to a licensed veterinarian to be treated for their emergency needs. The veterinarian will be chosen by the Township of Berkeley Heights and will preferably be within the borders of said municipality. If the emergency treatment is after hours, the provider's will seek treatment at a 24 hour facility or one of their choosing that will accommodate. The bill for the emergency treatment will be the responsibility of Township of Berkeley Heights. The Township of Berkeley Heights may advise the providers of any medical or financial limits the municipality may wish to place on the care of the animals in writing as an addendum to this agreement.
- e. Removal and Disposition of Dead Dogs and Cats: The provider's Animal Control officer will dispose of dead dogs, cats or wildlife related to a call in which they have responded. Any dogs, cats or other wildlife found on the roadways of Berkeley Heights will be the responsibility of Berkeley Heights to dispose of properly. Should the municipality have a vet willing to perform this service the Animal Control Officer will transport the animal carcass to the chosen veterinarian. Thereafter, the animal will be cremated. All expenses of disposal of dead animals will be the responsibility of the Township of Berkeley Heights.
- f. Submission of Specimens for Rabies Examination: The provider's Animal Control Officer will transport a potential rabid animal to a licensed veterinarian to

be decapitated; the head will then be transported to Morristown Memorial Hospital or other state licensed facility for further processing (i.e. The Department of Health in Trenton). The expense for rabies examination is to be paid by the Township of Berkeley Heights.

2. It is understood and agreed by and between the parties that Millburn and Livingston will be the host communities. Millburn and Livingston will employ the Animal Control Officer. Township of Berkeley Heights will reimburse Millburn or Livingston for services rendered.
3. It is understood and agreed that the cost for the services of the Animal Control Officer will be \$37.16 per hour during normal operating hours. Normal operating hours are considered Monday through Friday 8:00AM – 4:30PM. The rate of service after normal operating hours or during weekends or municipally recognized holidays will be \$55.73 per hour.
4. The Township of Berkeley Heights, with the execution of this agreement, agrees to pay an initial yearly fee of \$500.00 to help offset any costs associated with equipment or sheltering.
5. It is understood and agreed that any additional cost to the third parties incurred by Millburn or Livingston will be the responsibility of Township of Berkeley Heights.
6. The provider's shall bill the Township of Berkeley Heights for services rendered on a monthly basis and the Township of Berkeley Heights must pay the bills within thirty (30) days of receipt of the billing notice.
7. This Agreement shall continue in effect for a period of one (2) years from its effective date. The Township of Berkeley Heights or any provider may, upon sixty (60) days written notice, terminate the Agreement.
8. The providers reserve the right to adjust any fees associated with this agreement with sixty (60) days written notice to the Township of Berkeley Heights.
9. In the event that this Agreement shall be invalidated by a court of competent jurisdiction, the consenting parties agree that they shall each, on an interim emergency basis, provide within their respective Municipalities said services.
10. Each of the Municipalities will and does hereby indemnify the other against and agree to save the other harmless from any and all claims for damages, whether for personal injury or property damage or otherwise, arising out of services responded to by the other by the employees of the respective Municipalities.

This Agreement may only be modified in writing and signed by the Municipalities and should not exceed \$20,000.00 in costs to Township of Berkeley Heights without written notice and confirmation from the Township.

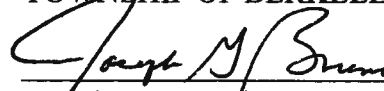
IN WITNESS WHEREOF, each party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ATTEST:



Ana Minkoff, Clerk

TOWNSHIP OF BERKELEY HEIGHTS



Joseph Bruno, Mayor

ATTEST:

Christine Gatti, Clerk

TOWNSHIP OF MILLBURN

Sandra Haimoff, Mayor

ATTEST:

Glenn Turteltaub, Clerk

TOWNSHIP OF LIVINGSTON

Michael Rieber, Mayor