

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT, effective upon the 1st day of January 2010, 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 Hardyston, a municipal corporation of the State of New Jersey, Hereinafter referred to as “Recipient”

WITNESSETH, that Provider and Recipient, for the consideration hereinafter named, agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Authorization for service to be provided.

The Provider is authorized to provide the services named in this agreement under the provisions of New Jersey Statutes Title 40, Chapter 8A, Section 6 (NJSA 40:8A-6). Both the Provider and the Recipient shall enact the necessary municipal resolution authorizing this contract.

B. Responsibility

At all times, the Provider shall maintain responsibility for and control over the personnel hired and equipment utilized to provide the service.

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 \$14,805, 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 2010.

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.

ARTICLE V: TERMINATION

Either party may terminate its participation in this Interlocal Agreement by providing not less than thirty (30) days advanced written notice to the other party.

ARTICLE VI: RENEWAL

The parties may extend the terms of this Agreement upon such terms and conditions, including compensation, as they agree to upon the expiration of the terms of this Agreement.

ARTICLE VII: INDEMNIFICATION & DEFENSE OF MUNICIPAL ANIMAL CONTROL OFFICER PERSONNEL

In the event that the Wantage Township Animal Control Officer and/or his designee and/or the Township of Wantage are named as parties in any claim, proceeding, litigation, lawsuit or similar matter involving Recipient, Recipient shall provide the defense for the Provider’s employee or the Provider. Recipient shall also be responsible for indemnifying the employee(s) and/or the Provider for any damages awarded against the employee(s) and/or the Provider to the extent the proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.

Excluded from this Agreement is indemnification of any kind (including attorney’s fees) for employee benefits relating to this employee which shall be the obligation of the provider, including, but not limited to, any employee benefits involving Worker compensation, medical coverage, dental coverage, pension benefits and other benefits applicable by existing employee collective bargaining agreements.

ARTICLE VIII: INTERPRETATION

Any questions regarding the proper interpretation of the terms of this Agreement shall be submitted by the Municipal Clerk of the Provider to the municipal attorney of the Provider.

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

TOWNSHIP OF HARDYSTON

Signed: _____
Mayor

Attest: _____
Municipal Clerk

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 week ends) 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.