

INTERLOCAL AGREEMENT
BETWEEN

EAST WINDSOR TOWNSHIP
AND HIGHTSTOWN BOROUGH
FOR

ANIMAL CONTROL SERVICES

THIS AGREEMENT made this _____ of _____, 2006, by and between the BOROUGH OF HIGHTSTOWN, a municipal corporation of the State of New Jersey, located at 148 North Main Street, Hightstown, New Jersey 08520, hereinafter referred to as "Hightstown," and the TOWNSHIP OF EAST WINDSOR, a municipal corporation of the State of New Jersey located at 16 Lanning Boulevard, East Windsor, New Jersey 08520-1999, hereinafter referred to as "East Windsor."

WITNESSETH:

WHEREAS, East Windsor employs an Animal Control Officer; and

WHEREAS, Hightstown desires to contract with East Windsor for provision of the services of an Animal Control Officer; and

WHEREAS, East Windsor is agreeable to providing the services of an Animal Control Officer to Hightstown for a fee and upon certain specified conditions; and

WHEREAS, the "Interlocal Services Act," N.J.S.A. 40:8A-1 et seq., permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction.

WHEREAS, East Windsor and Hightstown have authorized and approved this Agreement by Resolution duly adopted pursuant to N.J.S.A. 40:8A-4 of the "Interlocal Services Act."

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

East Windsor agrees to provide animal control services to Hightstown on the terms and conditions in the Agreement.

1. As the immediate need arises on a day-to-day basis, Hightstown shall make a specific request of East Windsor for animal control services. Such request shall be communicated by the Hightstown Police Department through the East Windsor Police Department for relay to the Animal Control Officer.

2. The following animal control services shall be provided upon specific request from Hightstown in accordance with paragraph 2 for the following fees:

- a) Picking up of any dog, cat, litter of cats or dogs, or other animal within the limits of Hightstown whether such animal be dead or alive:

Minimum 1 Hour Fee.

2006 Fee: \$45.00 per hour

- b) If a specific request for animal control services is made and the East Windsor Animal Control Officer attempts to provide such services but is unable to pick up the animal in question:

Minimum 1 Hour Fee.

2006 Fee: \$45.00 per hour

Upon failure to accomplish removal, the Animal Control Officer shall notify the Hightstown Police Department before leaving Hightstown.

- c) Investigating and processing reports or complaints of animal bite:

Minimum 1 Hour Fee.

2006 Fee: \$45.00 per hour

- d) Court appearance:

Minimum 1 Hour Fee.

2006 Fee: \$45.00 per hour

- e) Issuing summonses on other than original call - return service:

Minimum 1 Hour Fee.

2006 Fee: \$45.00 per hour

- f) Rabies clinic assistance:

Minimum 1 Hour Fee.

2006 Fee: \$45.00 per hour

- g) Use of traps:

2006 Fee: \$ 5.00 per day

- h) Special requests:

Minimum 1 Hour Fee.

2006 Fee: \$45.00 per hour

- i) Trips to kennel:
Minimum 1 Hour Fee.
2006 Fee: \$45.00 per hour
- j) Monday through Friday, 4:30 p.m. to 8:30 a.m., and all day
Saturdays and Sundays:
Minimum 1 Hour Fee.
2006 Fee: \$45.00 per hour
will be charges for a), b), c), e), and h).
- k) Prepare wildlife for rabies testing:
Minimum 1 Hour Fee.
2006 Fee: \$45.00 per hour
in addition to any other charges associated with call.

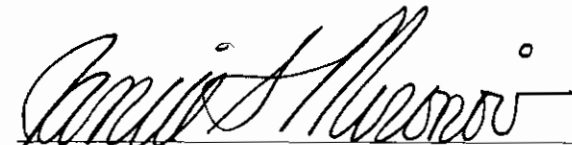
It shall be the responsibility of Hightstown to pay kennel charges incurred as a result of the removal of animals by the Animal Control Officer. The payment of kennel charges shall be made directly to the kennel by Hightstown upon receipt of the kennel's bill.

- 3. All such animal control services specifically requested by Hightstown shall be rendered as soon as reasonably possible by the East Windsor Animal Control Officer.
- 4. Complaints involving animal control services shall be delivered in writing to the Hightstown Police Department and forwarded to the East Windsor Police Chief and handled by the Chief or his designated representative.
- 5. Hightstown will hold harmless, indemnify and defend East Windsor against any and all claims brought against East Windsor or any agent or employee thereof arising out of East Windsor performing any activity on behalf of Hightstown under this agreement. Provided, however, that Hightstown shall not be responsible for any such claims arising out of the willful, wanton, malicious or criminal conduct of any agent or employee of East Windsor.
- 6. The Animal Control Officer is an employee of East Windsor and will be covered by East Windsor's workers' compensation insurance policy, paid for by East Windsor.
- 7. Hightstown shall make payments to East Windsor for the services rendered pursuant to this Agreement, upon presentation of monthly vouchers by East Windsor.
- 8. Subject to approval by resolutions of the governing bodies of the parties, this Agreement may be renewed for an additional year, with an adjustment of fees to be paid by Hightstown based upon actual experience and negotiation between parties.

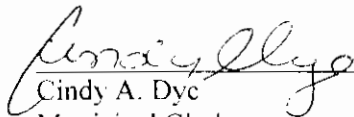
9. Each party shall notify the other in writing by June 30, 2006 if it desires to continue services and negotiate a new contract for 2007.
10. This agreement shall become effective upon the adoption of resolutions by both East Windsor and Hightstown approving this Agreement and authorizing its execution through December 31, 2006.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the respective dates indicated below.

TOWNSHIP OF EAST WINDSOR



JANICE S. MIRONOV
Mayor



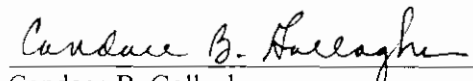
Cindy A. Dyc
Municipal Clerk

Dated: 1.12.06

BOROUGH OF HIGHTSTOWN



ROBERT F. PATTEN
Mayor



Candace B. Gallagher
Borough Clerk

Dated: 12-22-05