

INTERLOCAL SERVICE AGREEMENT

ANIMAL CONTROL COVERAGE IN SITUATIONS OF ILLNESS, INJURY,
VACATION OR OTHER ABSENCE BY REGULAR ANIMAL CONTROL OFFICER

THIS AGREEMENT, effective the 1st day of January 2006, 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 FRANKFORD, a municipal corporation of the State of New Jersey, Hereinafter referred to as "Recipient"

WITNESSETH, that Wantage and Frankford, 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 a certified Animal Control Officer, pursuant to N.J.S.A. 4:19-15.16b et seq., in situations where the duly appointed Animal Control Officer of the recipient is unable to respond to an animal control situation within Frankford or any municipality served by Frankford for animal control, and upon request by the Frankford Animal Control Officer, or any other duly authorized representative of Frankford. 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 term of this Agreement. Service involves response to call outs by Frankford. Routine patrols are not included as part of this Agreement.

In the event of any extraordinary or unanticipated services or requests made by Recipient to Provider, Provider reserves the right to seek additional compensation for the services.

B. Hours of Operation

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

ARTICLE III: COMPENSATION

- A. The Recipient shall pay the Provider the annual sum of \$300, payable in a lump sum, in compensation for services provided during the regular work week of the Wantage Township animal control department defined as 9:00 a.m. to 6:00 p.m., Monday Through Friday.
- 1) When a member of the Wantage Township animal control department provides a response during the regular work week, no additional fees shall be assessed to the Recipient for the response.
 - 2) When the Township of Wantage is required to engage the services of an Animal Control Officer other than a Wantage Township employee in order to answer the request for an animal control response, the additional fee detailed in paragraph B below shall become due.
- A. The Recipient shall pay the provider on a per call basis for responses requested at times other than the regular work week of the Wantage Township animal control department, and/or when the Township of Wantage is required to engage the services of an Animal Control Officer other than a Wantage Township employee in order to answer the request for an animal control response. The fee for the year 2006 shall be \$80 per response.
- B. Upon providing an animal control response in the jurisdiction of the Recipient's boundaries, or the jurisdictional boundaries of a municipality being served by Frankford for animal control, 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 recipient's pound facility, 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.
- C. The Recipient shall identify the pound facility to be utilized for animal control response, and in the event that the facility is other than the Wantage Township Dog Pound, the Recipient shall provide access to the facility for the Provider. The Recipient shall be responsible for satisfying any pound fees or charges incurred from the response.

D. Payments under this Agreement shall be made as follows:

- 1) Annual lump sum payment shall be made immediately upon execution of this Agreement.
- 2) Per call payments shall be made immediately upon conclusion of the service rendered.

A. Failure of Recipient to pay for the services rendered under this Agreement shall, at the discretion of Provider, result in termination of this Agreement.

ARTICLE IV: DURATION OF CONTRACT; TERMS OF AMENDMENT

A. Duration

The Provider agrees to provide the services named in Article II for calendar year 2006.

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.

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, Wantage

TOWNSHIP OF FRANKFORD

Signed: _____
Mayor, Township of Frankford

Attest: _____
Municipal Clerk, Frankford