

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT, entered into and effective upon this 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 BOROUGH OF FRANKLIN, a municipal corporation of the State of New Jersey, Hereinafter referred to as "Recipient"

WITNESSETH, that Wantage and Franklin, 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.

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.

ARTICLE III: COMPENSATION

- A. The Recipient shall pay the Provider the annual sum of \$4,100, payable in a lump sum or in monthly 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 2006, commencing on January 1, 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.

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

BOROUGH OF FRANKLIN

Signed: _____
Mayor

Attest: _____
Municipal Clerk