

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this **1st day of January, 2011** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider", and the **BOROUGH OF ESSEX FELLS**, a municipal corporation of the State of New Jersey, having principal offices at 255 Roseland Avenue, Essex Fells, NJ 07201 hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, N.J.S.A.26:3-22, authorized adjacent municipalities to contract for municipal services; and

WHEREAS, the Recipient wishes to retain the services of the Provider for Animal Control Services for a period of three years beginning January 1, 2011 and ending December 31, 2013.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, for five (5) days a week. Saturday, Sunday, holiday and night emergency services will be provided as needed and billed to the Recipient at a minimum of 4 hours per call at \$35 per hour. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans or have entered the living space of a residence (also on an emergency basis, the provider will assume control as described in paragraph 9 below of animals that have bitten a human being).

2. The Recipient will pay the provider the sum of \$4,586.00 per annum to be prorated on a quarterly basis of \$1,146.50 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2011 and the sum of \$4,816.00 per annum to be prorated on a quarterly basis of \$1,204.00 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2012 and the sum of \$5,056.00 per annum to be prorated on a quarterly basis of \$1,264.00 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2013.

3. The payment set forth above shall include all costs incurred by the provider or its Animal Control Officers in the maintenance of its kennels, costs expenses and maintenance of vehicles to be used

by the Animal Control Officers and all necessary insurance except the care and treatment of injured animals which will be the responsibility of the Recipient or an owner, if located.

4. The Animal Control Officers shall patrol and inspect the streets of the Recipient for licensed and unlicensed dogs running at large for the purpose of impoundment or the issuing of summonses to the owners thereof where possible and appropriate. It is understood and agreed between the parties that the Animal Control Officers shall not be responsible for the removal of dead animals on the roadways or on public or private properties.

5. Upon request of the Recipient, the Animal Control Officers shall respond to any emergency that is defined in paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title 8. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Recipient. If there is no known owner, the cost of emergency veterinary care will be the responsibility of the Recipient. If an owner is ascertained, those costs will be borne by the owner of the animal, billed by the emergency veterinary clinic designated by the recipient.

6. When specifically notified by the Recipient, the Provider shall attempt to impound any stray or licensed dog or cat running at large on the streets of the Recipient Municipality. When such impoundment occurs, the dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

7. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be completed upon the payment to the Provider the sum of \$30.00 pick up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statues.

8. Any stray dog or cat in the custody of the Provider and charged with biting a human being, shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established. Any stray or wild animal suspected of biting, scratching or

exposing a human being or domestic pet with rabies will be euthanized by the Provider. The specimen will be prepared for analysis by the Provider and transported to the State Department of Health Laboratory.

9. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Provider under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to in Paragraph 9 above had elapsed. The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal if known; if not known, by the person bitten. An owner may quarantine his own animal with permission of the Recipient's Health Officer. All quarantine functions and animal bite reporting will be the responsibility of the Recipient's Police Department. The Health Officer of the Recipient's Health Department shall be responsible for the collection, reporting and analysis of birds suspected of carrying the West Nile Virus.

10. The Provider agrees to furnish the necessary vehicles to be used by the Animal Control Officers solely for the performance of their duties under this agreement. Said vehicle will be insured by the Provider Municipality.

11. It is understood and agreed between the parties that the Animal Control Officers shall be employees of the Provider and that the Provider is responsible for any damage caused by said Animal Control Officer, but is not responsible for damage caused by any animals within the Municipality.

12. The Providers services include the handling of all animals as described. The charges for owned animals shall be the responsibility of the owner.

13. Removal of an animal, including wildlife, on private property, inside of a home's non-living space including cellars, attics, sheds, garages, roofs, etc., is not covered under this standard contract and constitutes private service. The Provider can respond to private service calls; however the owner of the premises will be charged Eighty-five (\$85.00) Dollars per hour during regular business hours and Ninety-Five (\$95.00) Dollars per hour during evening hours, holidays and weekends for this service. The payment for this service shall be made by the property owner by check payable to the West Orange Health Department at the completion of the rendered services

14. Stray domestic animals, including feral cats outside of a residence shall be handled by the Provider. Traps are available from the Provider with a deposit of Sixty-five (\$65.00) Dollars. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

15. The Recipient Municipality will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

16. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

17. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

18. This is a three (3) year Contract and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

BOROUGH OF ESSEX FELLS

ATTEST: _____
BOROUGH CLERK

BY: _____
MAYOR

ESSEX FELLS BOARD OF HEALTH
RECIPIENT

BY: _____

TOWNSHIP OF WEST ORANGE
PROVIDER

ATTEST: _____
TOWNSHIP CLERK

BY: _____
MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL CONTROL SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF ESSEX FELLS, RECIPIENT.

1. The Borough of Essex Fells will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by the Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of Essex Fells pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of the employment by the Borough of Essex Fells of the services of the Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of Essex Fells by directing same to the Mayor and Business Administrator.

2. The Borough of Essex Fells shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of Essex Fells provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services recognized throughout the State of New Jersey.

RESOLUTION

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WHEREAS, the Borough of Essex Fells and the Township of West Orange are renewing a Shared Services Agreement whereby certain animal control services shall be provided for a three (3) year period from January 1, 2011 to December 31, 2013; (the "Agreement") ; and

WHEREAS, under the Agreement, the Borough of Essex Fells will pay the Township of West Orange the sum of \$4,200 per annum to be prorated on a quarterly basis of \$1,050 per quarter for the contract year 2011 and the sum of \$4,368 per annum to be prorated on a quarterly basis of \$1,092 per quarter and paid within 30 days of receipt of invoice for the contract years 2012 and 2013; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for each contract year be dedicated to and placed in the dog license account 04-000-669-04 to cover the cost of personnel and other expenses authorized under the agreement ; and

WHEREAS, the Director of Health has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, the Borough of Essex Fells shall indemnify the Township of West Orange for any services provide for the Borough and the Agreement, as stated in Schedule A attached to the Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor of the Township of West Orange be and is hereby authorized to execute the annexed Shared Services Agreement with the Borough of Essex Fells for a term of three (3) years from January 1, 2011 to December 31, 2013.

Karen J. Carnevale, Municipal Clerk

Sal M. Anderton, Council President

Adopted: November 23, 2010