

# **INTERLOCAL SERVICE AGREEMENT**

***THIS AGREEMENT***, effective upon the 1<sup>st</sup> day of April 2006, By and Between

THE TOWNSHIP OF WANTAGE, a municipal corporation of the State of New Jersey, hereinafter referred to as “Provider”, and

THE TOWN OF NEWTON, a municipal corporation of the State of New Jersey, Hereinafter referred to as “Recipient”

***WITNESSETH***, that Wantage and Newton, 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 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) 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 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 \$2,000, payable in a lump sum or in monthly installments, in compensation for the services provided herein. For calendar year 2006, this sum shall be pro-rated for the time period April 1 – December 31, 2006 for a total sum due of \$1,500.

**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 April 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

**TOWN OF NEWTON**

Signed: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Municipal Clerk