

INTER-LOCAL AGREEMENT

THIS AGREEMENT, made this **1st day of July, 2010** 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 ROSELAND, a municipal corporation of the State of New Jersey, having principal offices at 19 Harrison Avenue, Roseland, NJ 07068, 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 (Roseland) wishes to retain the services of the Provider (West Orange) for Animal Control Services for a period of two year beginning July 1, 2010 and ending June 30, 2012.

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. 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 (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 \$10,123.00 per annum to be prorated on a quarterly basis of \$2,530.75 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2010 - 2011 and the sum of \$10,528.00 per annum to be prorated on a quarterly basis of \$2,632.00 per quarter and paid within thirty (30) days of receipt of invoice for the contract year 2011 - 2012.

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.

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. The Animal Control Officers shall, at the request and the cost of an owner of an unwanted animal, render assistance in delivering said animal to an appropriate local humane shelter. Private services shall be in all instances, a matter between the owner and the Provider. Private service is described in paragraph 14 of this agreement.

7. 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.

8. 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 Statutes.

9. 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 other 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 turned over to the Recipient's Health Department for transportation to the State Department of Health Laboratory.

10. 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 Health 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.

11. 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.

12. 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.

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

14. Removal of an animal, including wildlife, on private property, inside of a home, apartment building, garage, roof, etc., is not covered under this standard contract and constitutes private service. The Provider will 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 check payable to the West Orange Health Department at the completion of the rendered services.

15. Stray animals, including wildlife 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 and fee of \$5.00 per day, which will be deducted from the deposit. Dog traps are also available with a deposit of One Hundred and Twenty-five (\$125.00) Dollars and a fee of \$10.00 per day, which will be deducted from the deposit. Traps are not to be set on weekends or nights or with poor weather (rain, snow, extreme cold or heat above 90 degrees).

16. 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.

17. 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.

18. 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.

19. This is a two (2) 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 ROSELAND
RECIPIENT

ATTEST: _____
BOROUGH CLERK

BY: _____
MAYOR

ATTEST: _____
TOWNSHIP CLERK

TOWNSHIP OF WEST ORANGE
PROVIDER

MAYOR

SCHEDULE A

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

1. The Borough of Roseland 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 Roseland 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 Roseland 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 Roseland by directing same to the Mayor and Business Administrator.

2. The Borough of Roseland 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 Roseland 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.