

SCHEDULE A

ADDENDUM TO ANIMAL FACILITY SHELTERING SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF NORTH CALDWELL, RECIPIENT.

1. The Borough of North Caldwell 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 Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of North Caldwell pursuant to the terms and conditions of this Contract or for actions or conduct that occurs at the Provider's Animal Control Facility as it relates to the sheltering of impounded stray dogs and contracts from the Borough of North Caldwell 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 this sheltering agreement with the Borough of North Caldwell of the services of the Provider's Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of North Caldwell by directing same to the Mayor and Business Administrator.

2. The Borough of North Caldwell 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 North Caldwell 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 performed at an animal sheltering facility recognized throughout the State of New Jersey.