

R-51-18

INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND BOROUGH OF WHARTON, COUNTY OF MORRIS, STATE OF NEW JERSEY, FOR THE TOWNSHIP TO PROVIDE ANIMAL CONTROL SERVICES AND ANIMAL CRUELTY INVESTIGATOR SERVICES TO AND FOR THE BOROUGH

THIS INTERLOCAL SERVICES AGREEMENT (“Agreement”) is made on the ___ day of _____, 2018 by and between the Township of Mount Olive, a municipal corporation of the State of New Jersey, with offices located at 204 Flanders-Drakestown Road, Budd Lake, New Jersey 07828 (“Mount Olive”) and the Borough of Wharton, a municipal corporation of the State of New Jersey with offices located at 10 Robert Street, Wharton, New Jersey 07885 (“Wharton”).

WHEREAS, it is deemed to be in the best interest of the residents of Mount Olive and Wharton to enter into an agreement pursuant to N.J.S.A. 40A:65-1 et seq. (“Uniform Shared Services and Consolidation Act”) to authorize Mount Olive to provide animal control services and animal cruelty investigator services to Wharton.

NOW, THEREFORE, Mount Olive and Wharton, in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. ANIMAL CONTROL SERVICES

a. Scope of Services

i. Mount Olive agrees to provide a licensed and certified Animal Control Officer (“ACO”), an approved vehicle for the transportation of animals (with heat and air conditioning) and proper equipment (including, but not limited to, poles, gloves, two-way radios, uniforms, badges, and humane animal capture traps) to provide animal control services to Wharton under the sole and exclusive direction of Mount Olive. Mount Olive’s duties and

responsibilities shall be to respond to calls and complaints concerning lost, stray, injured, or nuisance domestic animals, suspected rabid wild or domestic animals, and vicious dogs in Wharton, and capture and transport them to a designated impound facility. The ACO shall evaluate animals that are captured or picked up as to the need for emergency veterinary care. If the ACO determines that veterinary services are necessary, the ACO shall utilize Hodes Veterinary Group (265 U.S. Highway 46, Mine Hill, New Jersey 07803), unless Mount Olive and Wharton expressly agree to a different facility. Requests by Wharton residents for animal control services shall be directed to Wharton, with services provided only upon request by a duly authorized Wharton official or Wharton Police Officer. However, no provision within this Agreement shall be deemed to restrict the authority of the ACO to take custody of animals or to take other actions that the ACO deems necessary, where such animals are encountered during the performance of the ACO's duties.

ii. Where appropriate local ordinances permit, the ACO may issue a summons to the owner of an animal found running at large. The associated fine and court costs shall be retained by Wharton. All licensing and administrative functions shall be the responsibility of Wharton, except that Mount Olive shall be responsible for kennel reports and inspections by the State of New Jersey ("State"). The ACO shall possess full rights to enforce the provisions of this Agreement in accordance with Wharton's pertinent ordinances and regulations.

iii. The ACO shall investigate bite incidents and reports of vicious dogs and seize and impound dogs meeting the criteria of the State vicious dog law, N.J.S.A. 4:19-17 et seq. The ACO shall also serve notices for the confinement of biting or bitten animals for rabies observation and monitor those confinements, in accordance with N.J.S.A. 26:4-82 to -84. Wharton shall fax all Bite Notification Reports to the Mount Olive Health Department at (973) 691-7681 immediately upon receiving same.

iv. Animals captured or picked up by the ACO shall be sheltered, fed, and provided with care for the period of time provided by law.

v. Mount Olive and Wharton shall both keep and maintain accurate records of each licensed and unlicensed animal impounded or sheltered. Such records shall provide in detail the time, place, and circumstance under which each animal came into the possession, custody or control of Mount Olive and the disposition of each such animal. The records shall, at all times, be available and open for inspection by the officers and agents of Mount Olive and Wharton. All animal disposals shall be conducted in the manner, and in accordance with humane principles, prescribed by law.

vi. Wharton shall continue to keep and maintain the records of all dogs within its territory as required by law and shall continue to license all dogs within its corporate limits in accordance with law. Wharton shall provide a list of licensed animals and owners' address and contact information.

vii. No unlicensed animal will be returned to the owner unless the owner first secures a license from Wharton.

viii. Responses to and capture of nuisance wildlife that are not threatening to humans or domestic animals are not within the scope of this Agreement.

ix. Mount Olive shall provide photos of impounded animals to Wharton for posting on Wharton's social media account(s) and/or website, if requested by Wharton.

(b) Hours of Service

i. Daytime Hours. Mount Olive shall provide ACO services to Wharton between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday (except holidays).

ii. Evening and Weekend Hours. Mount Olive shall provide after-hours emergency ACO services during the hours of 4:30 p.m. to 8:30 a.m. and on holidays. Emergency service is defined as the care of injured/sick wildlife, trapped domestic animals with unknown ownership, animals whose lives are endangered, and animals that are providing a danger to humans or have entered the living space of a residence.

c. Consideration

Wharton shall pay Mount Olive for animal control services according to the following schedule for calendar year 2018, payable quarterly upon invoice by Mount Olive.

i. Service Hours. Wharton shall pay \$30 per hour for daytime service hours with a two-hour minimum, and \$45 per hour for evening and weekend hours with a two-hour minimum.

ii. Court Appearances. Wharton shall pay \$45 per hour for all court appearances. Wharton shall add the total amount to each quarterly payment.

iii. Additional Fees. Wharton shall pay all kennel boarding fees, veterinarian expenses, euthanasia and disposal fees, and costs associated with the

decapitation of animal heads and transportation of same to the New Jersey Public Health and Environmental Laboratories for rabies analysis. Kennel boarding and veterinarian expenses for animals shall first be the responsibility of an animal's owner, but if not paid by the owner, shall be the responsibility of Wharton.

2. ANIMAL CRUELTY INVESTIGATOR SERVICES

(a) Scope of Services

Mount Olive agrees to provide a licensed and certified Animal Cruelty Investigator, an approved vehicle for the transportation of animals (with heat and air conditioning), and proper equipment to render animal cruelty investigator services to Wharton under the sole and exclusive direction of Mount Olive. Requests by residents of Wharton for animal cruelty investigation services shall be directed to Wharton, with services provided by Mount Olive only upon request of a duly authorized Wharton official or Wharton Police Officer.

(b) Consideration

i. **Investigator Services.** Wharton shall pay Mount Olive \$75 per hour for animal cruelty investigator services. Wharton shall add the total amount to the quarterly payment to Mount Olive.

ii. **Court Appearances.** Wharton shall pay \$45 per hour for all Animal Cruelty Investigator court appearances. Wharton shall add the total amount to each quarterly payment.

3. GENERAL TERMS

(a) Term

The term of this Agreement shall be from January 1, 2018 through and including December 31, 2018, subject to the adoption of resolutions by Mount Olive and Wharton approving the execution of this Agreement and full execution of this Agreement by the parties.

b. Renewal

Services for subsequent years must be negotiated and a new agreement executed prior to December 31, 2018. Wharton must provide notice to Mount Olive of intent to renew by October 1, 2018.

c. Termination

In the event that either party seeks to terminate this Agreement, said party shall provide at least sixty (60) days' written notice in advance of the date of termination.

d. No Assignment

The parties agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in writing by both parties and with proper official action.

(d) Insurance and Indemnification

i. Mount Olive shall be responsible for liability insurance, workers' compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits, and the training, hiring, firing and discipline of animal control personnel and staff, including all incidental expenses and costs that accompany same.

ii. Wharton shall not be liable for any negligent, reckless, or intentional acts or omissions of Mount Olive. Mount Olive shall indemnify, defend, and hold Wharton

harmless from all losses, injuries, or damages caused by the negligent, reckless or intentional acts or omissions of Mount Olive or any of its employees in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

iii. Mount Olive will cause Wharton to be named as an additional insured on its general liability policy on a primary, noncontributory basis. It is recognized and understood that both Mount Olive and Wharton participate in a joint insurance fund (JIF). Mount Olive and Wharton shall each name the other as an additional insured on its general liability insurance policy. Mount Olive will provide proof of automobile liability and workers' compensation policies.

e. Entire Agreement

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

f. Invalidation

If any part of this Agreement shall be held to be invalid, illegal or unenforceable, the parties agree to negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate action as shall implement and give effect to the intention of the parties as reflected herein and the other provisions of this Agreement, as so amended, shall nevertheless remain in full force and effect.

g. No Waiver

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right of power at any other time.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:

**MOUNT OLIVE
TOWNSHIP**

Michelle Masser, Township Clerk

Robert Greenbaum, Mayor

ATTEST:

BOROUGH OF WHARTON

Robin Ghebreal, Deputy Borough Clerk

Thomas Yeager, Council President