

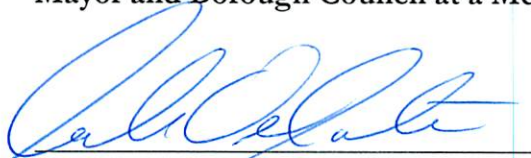
**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL  
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE  
COUNTY OF MORRIS, NEW JERSEY, AUTHORIZING  
EXECUTION OF A SHARED SERVICES AGREEMENT FOR  
ANIMAL CONTROL WITH THE TOWNSHIP OF MOUNT OLIVE**

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor and Borough Clerk are authorized to execute the following Shared Services Agreement:

- 1. Shared Animal Control Services Between the Borough of Mount Arlington and the Township of Mount Olive, beginning September 1, 2017 and ending December 31, 2017**

**This Resolution shall take effect immediately.**

**I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on October 3, 2017.**



**Linda DeSantis, RMC  
Borough Clerk**

## **ANIMAL CONTROL SERVICES SHARED SERVICES AGREEMENT**

**THIS AGREEMENT**, made this **1st day of September, 2017** by and between the **Township of Mount Olive**, a municipal corporation of the State of New Jersey, having principal offices at 204 Flanders-Drakes town Rd., Budd Lake, NJ 07828, hereinafter referred to as "Provider", and the **Borough of Mount Arlington**, a municipal corporation of the State of New Jersey, having principal offices 419 Howard Boulevard, Mount Arlington, NJ 07856 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 four (4) months beginning, September 1, 2017 and ending December 31, 2017,

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

#### **A. SERVICES:**

1. The Provider shall make their Animal Control Services available to the Recipient on a daily basis, as needed, Monday through Friday between the hours of 8:30 AM and 4:30 PM. The Provider shall make their Animal Control Services available on Saturdays, Sundays, Provider recognized holidays and Monday through Friday between 4:30 PM and 8:30 AM for emergency services. Emergency service is defined as the care of injured/sick wildlife, trapped domestic animals with unknown ownership, animals whose lives are endangered or animals that are providing a danger to humans or have entered the living space of a residence. The provider will assume control as described in paragraph 6 below of animals that have bitten a human being.

2. The Animal Control Officers may 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 when and 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.

3. Upon request of the Recipient, the Animal Control Officers shall respond to emergencies as 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 a known

owner, the cost of emergency veterinary care and associated boarding costs will be the responsibility of the owner. If an owner cannot be identified and located, those costs will be borne by the Provider.

4. 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. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 1901 US HWY 46, Ledgewood, NJ 07851 (973-691-1771). The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. If not claimed, after the State mandated seven (7) day hold 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.

5. 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 if the owner can be established. As appropriate, any captured, or dead wild animal suspected of having rabies and biting, scratching or exposing a human being will be transported to the State Department of Health Laboratory for testing.

6. 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. The Recipient's Police Department shall animal bite report animal bites to the Provider. 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 in accordance with New Jersey State Health Department procedures.

7. 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.

8. 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.

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

10. 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 agreement and constitutes private service. Stray domestic animals, including feral cats outside of a residence shall be handled by the Provider.

**B. COSTS:**

1. The Recipient shall pay the provider the sum of \$5,400.00 per annum to be prorated on a monthly basis. The Recipient will, upon being invoiced, pay the provider the sum of \$1,350.00 per quarter to be paid within thirty (30) days of receipt of invoice.

2. The payment set forth above shall include all costs incurred by the provider or its Animal Control Officers in the costs, expenses, and maintenance of vehicles, pound facilities and necessary veterinary care and all necessary insurance. The Provider shall have the right to seek reimbursement from animal owners when such can be identified and located.

**C. INDEMNIFICATION:**

1. In addition to the other rights and remedies of the parties herein, the Recipient agrees to indemnify and hold harmless the Provider, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Recipient's personnel arising out of this Agreement or any of the obligations assumed by the Recipient hereunder, provided it is determined by a court having the appropriate jurisdiction that the Recipient is solely responsible for such liability. In the event it is determined by a court that the Recipient is not solely responsible for said liability, the Recipient's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Recipient. The Recipient, upon notice from the Provider, shall resist and defend, at the expense of the Recipient, such action or proceeding with counsel

reasonably satisfactory to the Provider. In addition, the Provider may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Recipient's obligation under this paragraph.

2. In addition to the other rights and remedies of the parties herein, the Provider agrees to indemnify and hold harmless the Recipient, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Provider arising out of this Agreement or any of the obligations assumed by the Provider hereunder, provided it is determined by a court having the appropriate jurisdiction that the Provider is solely responsible for such liability. In the event it is determined by a court that the Provider is not solely responsible for said liability, the Provider's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Provider. The Provider, upon notice from the Recipient, shall resist and defend, at the expense of the Provider, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Recipient may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Provider's obligation under this paragraph.

**D. INSURANCE:**

1. The Recipient will keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with a County Municipal Joint Insurance Fund, which insurance shall be evidence by Certificates and/or policies as determined by the Provider.

2. The Recipient shall provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverage: 1) Operation, 2) Use of Independent Contractors and/or Subcontractors, 3) Products and Completed Operations, 4) Broad Form Contractual, and 5) Broad Form Property Endorsement.

3. Each Certificate or policy shall require that a thirty (30) day notice shall be given to the Provider by certified and return receipt mail, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Provider and identify the Agreement or municipal contract number if applicable.

4. Certificates of Insurance shall be delivered to the Provider, prior to the commencement of this Agreement, and all Certificates of Insurance shall state that the "Township of Mount Olive and the Mount Olive Board of Health are additional insured" for this Agreement.

5. The insurance required under this section shall protect the Recipient and all subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Recipient and also against any of the special hazards which may be encountered in the performance of this Agreement. All policies and Certificates of Insurance shall be approved by the parties prior to the inception of any work under this Agreement.

**E. TERMINATION:**

1. 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.

**IN WITNESS HEREOF, each party has caused its authorized officials to sign this six (6) page Agreement on its behalf on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**ATTEST:                      BOROUGH OF MOUNT ARLINGTON**

\_\_\_\_\_  
Linda DeSantis, Municipal Clerk

By: \_\_\_\_\_  
Michael Stanzilis, Mayor

\_\_\_\_\_  
Carolyn Rinaldi, Borough Administrator

Dated: \_\_\_\_\_

**ATTEST:                      TOWNSHIP OF MOUNT OLIVE**

\_\_\_\_\_  
Michelle Masser, Municipal Clerk

By: \_\_\_\_\_  
Robert Greenbaum, Mayor

\_\_\_\_\_  
Bob Casey, Acting Business Administrator

Dated: \_\_\_\_\_

**ATTEST: MOUNT OLIVE TOWNSHIP BOARD OF HEALTH**

\_\_\_\_\_  
Michele Doucette, Board Secretary

**By:** \_\_\_\_\_  
Joseph Nicastro, Board Chair

\_\_\_\_\_  
Trevor J. Weigle, Health Officer/Director

**Dated:** \_\_\_\_\_

**ATTEST: BOROUGH OF MOUNT ARLINGTON BOARD OF HEALTH**

\_\_\_\_\_  
Beth Dwyer, Board Administrator

**By:** \_\_\_\_\_  
Christopher Anderson, President