

Resolution 2018 - 163

RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, COUNTY OF MORRIS, STATE OF NEW JERSEY, RE-AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNT ARLINGTON AND THE TOWNSHIP OF MOUNT OLIVE FOR THE PROVISION OF ANIMAL CONTROL OFFICER SERVICES AND MUNICIPAL HUMANE LAW ENFORCEMENT OFFICER SERVICES

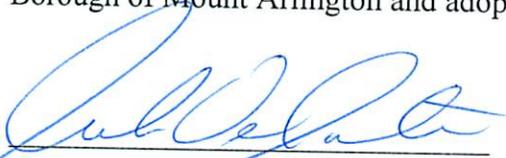
WHEREAS, the Borough of Mount Arlington (Mount Arlington) and the Township of Mount Olive (Mount Olive) have entered into an Interlocal Services Agreement (Agreement) pursuant to which Mount Olive provides Animal Control Officer services and Municipal Humane Law Enforcement Officer services to Mount Arlington; and

WHEREAS, Mount Arlington and Mount Olive wish to renew the Agreement under the terms and conditions outlined in the attached Agreement; and

WHEREAS, the Mayor and Borough Council have reviewed, are familiar with and have agreed to the terms and conditions of the new Interlocal Services Agreement between Mount Arlington and Mount Olive for the provision of Animal Control Officer services and Municipal Human Law Enforcement Officer services.

THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, that the Mayor is hereby authorized and directed to execute the attached Interlocal Services Agreement between Mount Arlington and Mount Olive for the provision of Animal Control Officer services and Municipal Human Law Enforcement Officer services.

I hereby certify this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington and adopted on December 4, 2018.



Linda DeSantis, RMC

Borough Clerk

**INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND BOROUGH OF MOUNT ARLINTON FOR THE TOWNSHIP OF MOUNT OLIVE
TO PROVIDE ANIMAL CONTROL OFFICER SERVICES AND MUNICIPAL HUMANE LAW ENFORCEMENT OFFICER SERVICES TO AND FOR THE BOROUGH OF MOUNT ARLINGTON**

THIS INTERLOCAL SERVICES AGREEMENT ("Agreement") is made on the ____ day of _____, 2018 by and between the Borough of Mount Arlington, County of Morris, a municipal corporation of the State of New Jersey with offices located at 419 Howard Boulevard, Mount Arlington, NJ 07856 ("Mount Arlington"), and the Township of Mount Olive, County of Morris, a municipal corporation of the State of New Jersey, with offices located at 204 Flanders-Drakestown Road, Budd Lake, New Jersey ("Mount Olive").

WHEREAS, it is deemed to be in the best interests of the residents of Mount Olive and Mount Arlington to enter into a contract pursuant to N.J.S.A. 40A-65-1 et seq. (the "Uniform Shared Services and Consolidation Act") to enable Mount Olive to provide Animal Control Officer Services and Municipal Humane Law Enforcement Officer services to Mount Arlington.

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

1. Scope of Services

(a) 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 (poles, gloves, two-way radio, uniforms, badges, humane animal capture traps, etc.) to render animal control services to Mount Arlington 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 Mount Arlington and capture and take 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 veterinary services are necessary, Animal Hospital of Roxbury (1901 US HWY 46, Ledgewood, NJ 07851) shall be used, unless Mount Olive and Mount Arlington expressly agree on a different facility. Kennel (boarding) and veterinarian expenses shall be the responsibility of the animal's owner in the first instance; but, if not paid by the owner, will be the responsibility of the Township of Mount Olive. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic designated by the Mount Arlington. 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 Mount Olive. Decapitation expenses and the transportation of animal heads to the State of New Jersey Laboratory for rabies analysis shall be the responsibility of the Township of Mount Olive. Requests by residents of Mount Arlington for animal control services shall be directed to Mount Arlington and services will be provided only upon request of a duly authorized Mount Arlington official or Mount Arlington Police Officer. Nothing herein, however, shall be deemed to restrict the authority of Mount Olive's ACO to take custody of animals or to take other actions that he deems necessary, where such animals are encountered during the performance of his/her duties.

(b) Where appropriate local ordinances permit, the ACO may issue a summons to the owner of an animal found running at large. The fine and court costs will be retained by Mount Arlington. All licensing and administrative functions shall be the

responsibility of Mount Arlington, except that Mount Olive will be responsible for kennel reports and inspections by the State. The ACO will be given full rights to enforce the provisions of this Agreement in accordance with the pertinent ordinances and regulations of Mount Arlington.

(c) 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. 4:19-19 et seq.). He/she 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 and 83.

(d) Animals shall be sheltered, fed and provided with care for the period of time provided by law.

(e) Mount Olive and Mount Arlington shall both keep and maintain accurate records of each licensed and unlicensed animal impounded or sheltered and such records shall show 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 all such animals. Such records shall, at all times, be available and open for inspection by the officers and agents of Mount Olive and Mount Arlington. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles relating to same.

(f) Mount Arlington shall continue to keep the necessary records of all dogs within its territory required by law and shall continue to license all dogs within its corporate limits in accordance with such law.

(g) No unlicensed animal will be returned to the owner unless the owner first secures a license from Mount Arlington.

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

2. Term and Renewal

(a) The term of this agreement shall be from January 1, 2019 through December 31, 2019 subject to the adoption of resolutions by Mount Olive and Mount Arlington approving the execution of this Agreement and upon full execution of this Agreement by the parties.

(b) Services for subsequent years must be negotiated and a new agreement signed prior to December 31, 2019. Mount Arlington must provide notice to Mount Olive of intent to renew by December 1, 2019.

3. Consideration and Hours of Service.

(a) Consideration. Mount Arlington agrees to pay Mount Olive the sum of \$5,400.00 per calendar year for animal control services, prorated on a monthly basis. Mount Arlington will pay Mount Olive the sum of \$1,350.00 per quarter, to be paid within thirty (30) days of receipt of invoice from Mount Olive.

(b) Additional Fees. In addition to the consideration set forth herein, Mount Olive shall be responsible for kennel boarding fees, veterinarian expenses, decapitation expenses, euthanasia and disposal fees, and costs associated with the transport of animal heads to the State Laboratory. Mount Olive shall also be responsible for the cost of all court appearance provided by the Mount Olive ACO.

(c) Hours. Mount Olive shall provide primary ACO coverage to Mount Arlington between the hours of 8:30 a.m. and 4:30 p.m. Monday to Friday. Mount Olive shall also provide primary ACO coverage to Mount Arlington for emergency services on Saturdays, Sundays, and Mount Olive-recognized holidays, and on Monday through Friday between 4:30 p.m. and 8:30 a.m. 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.

4. Municipal Humane Law Enforcement Officer Scope of Services

Mount Olive agrees to provide a licensed and certified Municipal Humane Law Enforcement Officer, an approved vehicle for the transportation of animals (with heat and air conditioning) and proper equipment to render animal cruelty investigator services to Washington under the sole and exclusive direction of Mount Olive. Requests by residents of Mount Arlington for humane law enforcement services shall be directed to Mount Arlington and services will be provided only upon request of a duly authorized Mount Arlington official or Mount Arlington Police Officer. Mount Olive shall be responsible for the cost of municipal humane law enforcement officer services.

(a) Consideration

i. Municipal Humane Law Enforcement Services. Mount Arlington shall pay Mount Olive \$75 per hour for Municipal Humane Law Enforcement Officer services. Mount Arlington shall add the total amount to the quarterly payment to Mount Olive.

ii. Court Appearances. Mount Arlington shall pay \$45 per hour for all Municipal Humane Law Enforcement Officer court appearances. Mount Arlington shall add the total amount to each quarterly payment.

5. Termination of Agreement

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.

6. 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.

7. Insurance and Indemnification

(a) 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.

(b) Mount Olive shall not be liable for any negligent, reckless or intentional acts or omissions of Mount Olive and Mount Olive shall indemnify, defend and hold Mount Arlington 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.

(c) Mount Olive will cause Mount Arlington to be named as an additional insured on its general liability policy on a primary, non-contributory basis. It is recognized and understood that both Mount Olive and Mount Arlington participate in a joint insurance fund (JIF). Mount Olive and Mount Arlington 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.

8. Miscellaneous

(a) 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.

(b) 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.

(c) 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: BOROUGH OF MOUNT ARLINGTON



Linda DeSantis, Municipal Clerk

By: 

Michael Stanzilis, Mayor



Carolyn Rinaldi, Business Administrator

Dated: 12-7-18

ATTEST: TOWNSHIP OF MOUNT OLIVE

Michelle Masser, Municipal Clerk

By: _____
Robert Greenbaum, Mayor

Andrew Tatarenko, Business Administrator

Dated: _____

ATTEST: MOUNT OLIVE TOWNSHIP BOARD OF HEALTH

Michele Doucette, Board Secretary

By: _____
Colleen Labow, Board Chair

Trevor J. Weigle, Health Officer/Director

Dated: _____