

**RESOLUTION 2022 – 153**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED INTERLOCAL SERVICES CONTRACT BETWEEN THE BOROUGH OF MOUNT ARLINGTON, THE BOROUGH OF WHARTON, THE BOROUGH OF NETCONG, THE TOWNSHIP OF BYRAM AND THE BOROUGH OF STANHOPE, WITH THE BOROUGH OF HOPATCONG, FOR THE PROVISION OF ANIMAL CONTROL AND ANIMAL POUND/SHELTER SERVICES**

**WHEREAS**, the Borough of Mount Arlington, the Borough of Wharton, the Borough of Netcong, the Township of Byram and the Borough of Stanhope, have entered into a Shared Interlocal Services Contract pursuant to which the Borough of Hopatcong provides Animal Control and Animal Pound/Shelter services to the Borough Mount Arlington; and

**WHEREAS**, the Mayor and Council of the Borough of Mount Arlington agree that a Shared Interlocal Services Contract be executed with the Borough of Wharton, the Borough of Netcong, the Township of Byram and the Borough of Stanhope, with the Borough of Hopatcong; and

**WHEREAS**, the Mayor and Council have reviewed, are familiar with, and have agreed to the terms and conditions of the new Shared Interlocal Services Contract between the Borough of Mount Arlington, the Borough of Wharton, the Borough of Netcong, the Township of Byram and the Borough of Stanhope, with the Borough of Hopatcong, for the provision of Animal Control and Animal Pound/Shelter services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor is hereby authorized and directed to execute the attached Shared Interlocal Services Contract between the Borough of Mount Arlington, the Borough of Wharton, the Borough of Netcong, the Township of Byram and the Borough of Stanhope, with the Borough of Hopatcong, for the provision of Animal Control and Animal Pound/Shelter 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 20, 2022.



Matthew N. Bansch, Borough Clerk

## **ANIMAL CONTROL AND ANIMAL POUND/SHELTER SHARED SERVICE AGREEMENT**

THIS AGREEMENT is entered into this 1st day of JANUARY, 2023 by and between: the Township of Byram, having its municipal offices located at 10 Mansfield Drive, Stanhope, NJ 07874, the Borough of Mt. Arlington having its municipal offices located at 419 Howard Boulevard, Mount Arlington, NJ 07856, the Borough of Wharton having its municipal offices located at 10 Robert Street, Wharton, NJ 07856, the Borough of Stanhope having its municipal offices located at 77 Main Street, Stanhope, NJ 07874, and the Borough of Netcong, located at 23 Maple Avenue, Netcong, NJ 07857. Byram, Mount Arlington, Wharton, Stanhope, and Netcong hereinafter referred to collectively as the "Recipient", "Recipients" or "Recipient municipalities", and the Borough of Hopatcong, having its municipal offices located at 111 River Styx Rd, Hopatcong NJ 07843, hereinafter referred to as the "Provider" or "Hopatcong". The parties hereto contract and agree as follows:

### **ARTICLE I - SCOPE OF SERVICES**

#### **A. Authorization for service to be provided.**

The Provider is authorized to provide the services in this agreement under the provisions of New Jersey Statutes Title 40, Chapter 8A, Section 6 (N.J.S.A. 40A:65-4). Both the Provider and the Recipient shall enact the necessary municipal resolution authorizing this contract as per N.J.S.A. 40A:65-5.

#### **B. Responsibility**

At all times, the Provider shall maintain responsibility for and control over the personnel hired and equipment utilized to provide the service.

### **ARTICLE II - ACTIVITIES**

#### **A. Services to be Provided**

The Provider shall provide the services of its Animal Control Officer ("ACO") to enforce the Recipient's Animal Control Ordinance and relevant state statutes during the course of the term of this agreement.

The Provider agrees to accept, hold and dispose of all stray dogs and cats from the municipality of the Recipient, which shall be delivered to the Hopatcong Animal Shelter Facility in accordance with the statutes applicable thereto, and the rules and regulations of the New Jersey State Department of Health, Food, Shelter and care for such dogs and cats during holding period will be provided and the Provider will, when necessary, dispose of such dogs and cats at the end of the holding period. After delivery of dog(s) and/or cat(s) by Recipient to Provider, the Provider shall have exclusive control and full responsibility for the holding and disposal of such dog(s) and/or cat(s). The Provider will execute these services in accordance with Attachment A, hereto.

#### **B. Hours of Operation**

The Animal Control Officer of the Provider shall be available during regular business hours (Monday - Friday 9:00 am - 4:00 pm) and after hours and weekends, as needed. In the event that the Animal Control Officer is unavailable for a response, the Provider shall locate another Certified Animal Control Officer to provide the service required. The Provider shall furnish the Recipient with the phone number

for the Animal Control Officer. The Provider may adjust the regular business hours with prior consultation with the Recipient.

The Hopatcong Animal Shelter shall be maintained open to the general public during regular business hours (Monday – Saturday 9:00 am-12:00 pm and closed on Sunday).

#### **C. Reporting**

Provider will supply Recipient with a quarterly report of activity under this agreement on the first day of each quarter.

#### **D. HLEO (Humane Law Enforcement Officer)**

The Recipient's HLEO shall investigate all reports of neglect and abuse within their jurisdiction. The Provider's Animal Control Officer will assist if needed with the recipient's HLEO on neglect and abuse cases.

#### **E. TNR (Trap Neuter Release) Program**

The Provider may implement a TNR program within the recipient's jurisdiction. This method proves to be a humane and effective way to deal with cat colonies. Under this agreement, the fee for the first fifteen (15) cats spayed/neutered is included for the TNR program; thereafter, each cat spayed/neutered for the TNR program in the recipient's jurisdiction will be assessed \$100.00. The Borough of Hopatcong shall indicate in its quarterly reports the number of cats spayed/neutered in the recipient's jurisdiction TNR program.

### **ARTICLE III - COMPENSATION**

A. Byram shall pay the Provider the annual sum \$12,500.00 follows:

2023:

\$3,125.00 Due by 1/31/2023  
\$3,125.00 Due by 4/30/2023  
\$3,125.00 Due by 7/31/2023  
\$3,125.00 Due by 10/31/2023

B. The Mt. Arlington shall pay the Provider the annual sum \$6,500.00 follows:

2023:

\$1,625.00 Due by 1/31/2023  
\$1,625.00 Due by 4/30/2023  
\$1,625.00 Due by 7/31/2023  
\$1,625.00 Due by 10/31/2023

C. Wharton shall pay the Provider the annual sum \$10,000.00 follows:

2023:

\$2,500.00 Due by 1/31/2023  
\$2,500.00 Due by 4/30/2023  
\$2,500.00 Due by 7/31/2023  
\$2,500.00 Due by 10/31/2023

D. Stanhope shall pay the Provider the annual sum \$6,500.00 follows:

2023:

\$1,625.00 Due by 1/31/2023

\$1,625.00 Due by 4/30/2023

\$1,625.00 Due by 7/31/2023

\$1,625.00 Due by 10/31/2023

E. Netcong shall pay the Provider the annual sum \$6,500.00 follows:

2023:

\$1,625.00 Due by 1/31/2023

\$1,625.00 Due by 4/30/2023

\$1,625.00 Due by 7/31/2023

\$1,625.00 Due by 10/31/2023

B. Upon providing an animal control response in the jurisdiction of the Recipient's boundaries if the ACO or his/her duly designated representative finds that an animal is injured to the point of requiring immediate veterinary care, the animal shall be transported to a veterinarian prior to being brought to the Hopatcong Animal Shelter for the purpose of securing the required veterinary care. Any costs incurred to the Veterinarian by such veterinary care are not covered under the terms of this animal control contract, and the Recipient shall be responsible for paying the cost incurred. The Borough of Hopatcong will bill the Recipient quarterly for veterinary bills.

#### **ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT**

##### **A. Duration**

The Provider agrees to provide the services named in Article II for twelve months (12) from the date of this agreement. Said term of agreement is January 1, 2023 through December 31, 2023. Either party may terminate this agreement with three (3) months advance notice delivered by certified mail to the Municipal Clerk of the respective municipality.

##### **B. Amendments to Contract**

This agreement may be amended or extended at any time by mutual agreement if the parties provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.

#### **ARTICLE V – INDEMNIFICATION**

Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees, and their successors and assigns, from and against all liability or any claims, suits, demands, actions or causes of action of any kind and nature arising out of or in connection with the provision of the parties' respective responsibilities under this Agreement, to the extent permitted by law. 6. By entering into this Agreement, the Parties do not waive their governmental immunity, nor does either party waive any immunity it may be entitled to by operation of law including limitations of damages.

#### **ARTICLE VI - MISCELLANEOUS**

- A. Neither Party may assign, either wholly or in part, any of its rights or obligations under this Agreement.
- B. In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- C. Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the State of New Jersey.
- D. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

BOUROGH OF HOPATCONG

\_\_\_\_\_

\_\_\_\_\_

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

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

Attest:

TOWNSHIP OF BYRAM

\_\_\_\_\_

\_\_\_\_\_

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

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

Attest:

BOROUGH OF MT. ARLINGTON

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

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

Attest:

BOROUGH OF WHARTON

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

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

Attest:

BOROUGH OF STANHOPE

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

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

Attest:

BOROUGH OF NETCONG

\_\_\_\_\_

\_\_\_\_\_

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

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

#### Attachment "A"

The Borough of Hopatcong's Animal Control Officer is "on duty" from 9:00 am through 4:00 pm., Monday through Friday. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold. ACO will be used in this agreement to stand for Animal Control Officer.

The Borough of Hopatcong makes an estimate of the number of off-duty call outs that can be expected from a community during a given calendar year based on the Recipient's historical activity, and charges a flat rate accordingly for that year's ACO and pound service. The fee for the first two (2) off-duty call outs per month is included in the base price referenced in this agreement; thereafter, each call out would be assessed an additional \$100.00.

As a cost saving measure, The Borough of Hopatcong identifies "emergency" or "non-emergency" situations for animal control. When the Borough of Hopatcong has an ACO on duty, Hopatcong will respond to any request for animal control in the Recipient's community. During off-duty hours (evenings, holidays, weekends), the Borough of Hopatcong will request that the Recipient's Police Department and/or Borough of Hopatcong Animal Control Supervisor make a professional judgment regarding whether or not the request for animal control service warrants as "emergency" situation.

Situations involving a dog barking complaint do not require a physical response from an ACO during off-duty hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or any animal. Both of these situations could be deemed to be "non-emergency", and dealt with as follow up activity during the next regular workday. Similarly, concerns that people, may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual "dog running loose" situation during off hours, it is likely that by the time a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. Instead, the Borough of Hopatcong would offer to work with the person complaining, to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

"Emergency" situations are clear cut in most situations; any situation involving an animal bite or scratch that affects a person or another animal; any time a person is confronted with a situation in which they believe that their personal safety is being threatened; any situation in which a member of the public has reason to suspect that an animal may have rabies; all of these situations warrant an immediate response, regardless of time of day or day of week:

There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. Hopatcong requests the police officer or other designated client representative to make a professional judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and Hopatcong will respond.

The Provider shall pick up any deceased domestic animals on roadways within the recipient's jurisdiction.