

212



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldwpnj.com

Meeting: 05/16/16 07:00 PM

2016 RESOLUTION AGREEMENTS

ANIMAL CONTROL SERVICES AGREEMENT BETWEEN THE BOROUGH OF CALDWELL AND TOWNSHIP OF BLOOMFIELD

WHEREAS, there is a need to enter into a interlocal agreement between the Borough of Caldwell and the Township of Bloomfield for Animal Control Services; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council, of the Township of Bloomfield, County of Essex, State of New Jersey, that the Mayor is hereby authorized to enter into the attached agreement with the Borough of Caldwell.

......*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on May 16, 2016.

Louise M. Palagano
Municipal Clerk of the Township of Bloomfield

M. Venezia
Mayor of the Township of Bloomfield

✓ Vote Record - Resolution		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt	Elias N. Chalet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Table	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve					
<input type="checkbox"/> Veto by Mayor					
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					

APPROVED AS TO FORM AND PROCEDURE ON BASIS OF FACTS SET FORTH
Michael Venezia
DIRECTOR OF LAW-TOWNSHIP ATTORNEY

INTERLOCAL AGREEMENT BETWEEN BOROUGH OF CALDWELL AND TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH FOR ANIMAL CONTROL SERVICES

In accordance with N.J.S.A. 40:8A-1 et seq. Interlocal Services Act, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the Borough of Caldwell (hereinafter "Recipient") and the Board of Health of the Township of Bloomfield and its employees, agents and representatives (hereinafter "Provider") entered into on this st day of May, 2016.

THIS AGREEMENT shall be for the purpose of ensuring an animal control program in accordance with N.J.S.A. 4:19-15:16 et seq. and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey for animal control.

THIS AGREEMENT shall adhere to all applicable local ordinances.

A. ADMINISTRATION:

1. Any stray dog, cat or other animal of unknown ownership charged with or suspected of biting a human shall be impounded and quarantined by the Animal Control Officer for at least ten (10) days according to the procedures of the Provider and N.J.A.C. 8:23 A-1.10. The Provider may require that such animal be quarantined at the Bloomfield John A. Bukowski Shelter for Animals if so ordered by a court of law or if deemed necessary by the Provider in order to protect the public.
2. Any dog, cat or other animal of known ownership charged with or suspected of biting a human shall be quarantined by the Animal Control Officer for at least ten (10) days according to the procedures of the Recipient and N.J.A.C. 8:23A-1.10. The Provider may require that such animal be quarantined at the Bloomfield John A. Bukowski Shelter for Animals if so ordered by a court of law or if deemed necessary by the Provider in order to protect the public.
3. Pursuant to N.J.S.A. 4:19-19, the Provider will seize and impound any dog when such officer has reason to believe that the dog may have caused injury in a manner as described in N.J. S. A. 4:19-19 et seq.

B. SERVICES:

1. The Provider will provide Bloomfield animal control services and shall make its services available during regular working hours, Monday through Saturday, 8:30AM to 4:30PM.
2. All animal control regulations and programs adopted by ordinance by the Recipient upon execution of this Agreement will be enforced and provided by the Provider.
3. New animal control programs, ordinances and ordinance amendments created or passed by the Recipient during the term of this Agreement must be provided within

- ten (10) days of adoption to the Provider by the Recipient unless agreed to otherwise.
4. Any change to the terms and conditions of this Agreement requiring the Provider to provide services that alters the workforce/man hours needed for any new ordinances or programs the Recipient passes or creates shall be subject to additional compensation over and above the stated contract amount.
 5. The Provider shall have its representative(s) appear in court and testify in cases where a summons is issued on behalf of the Recipient and a trial is required.
 6. Patrolling of streets and public and private property and conducting dog and/or cat censuses are not covered under this contract.
 7. Rabies control (i.e. Rabies clinics) programs will be conducted at regularly scheduled sites within Bloomfield Township, in addition to any rabies control clinic conducted by the Recipient. The Provider will provide adequate notice of the date, time and location of its Rabies control programs. The provisions of this Agreement do not extend to Rabies clinics solely sponsored by the Recipient.
 8. The Provider will trap animals, in accordance with the provisions herein, for transportation to the Bloomfield John A. Bukowski Shelter for Animals. Requests by the Recipient for trapping or removal of feral cats covered under this contract must be made in advance (seven (7) days) in order for the Provider to assure space availability at the Bloomfield John A. Bukowski Shelter for Animals. The Provider will not accept animals trapped by the Recipient, its agents or residents.
 9. The Provider and the Recipient agree to jointly develop and the Recipient will distribute pamphlets or other materials to educate residents of the Recipient on the public health issues associated with feeding unowned cats and wild animals or other animal control policies and regulations as necessary.
 10. When necessary the Provider will provide for the humane destruction and proper disposal of animals in its care.
 11. Transportation to the New Jersey Department of Health & Senior Services Laboratory of the head of a deceased animal alleged or suspected of having rabies shall be provided by the Provider.
 12. The pick-up, preparation and transportation of specimens for laboratory analysis for West Nile Virus or any other disease surveillance required by the State of New Jersey will be the responsibility of the Provider.
 13. The Provider will only euthanize, trap and/or relocate wild animals that pose an imminent public health threat and only in accordance with New Jersey State statutes, rules, regulations and policies, including the current "Policy on the Wildlife" issued by the State of New Jersey's Division of Fish and Wildlife. The Provider will not euthanize or relocate nuisance wildlife.
 14. Removal of any dead animal, including wildlife, on private or public property, unless noted otherwise herein, is not covered under this Agreement.
 15. The Provider will provide proper and adequate record keeping and documentation of services rendered to the Recipient and will provide such documentation to the New Jersey State Department of Health as necessary.

16. The Provider shall provide the Recipient and its Board of Health with monthly activity reports and a summary table of all monthly activities at the end of each calendar year.
17. The Recipient shall be responsible for initial response to after-hour emergency calls. The Recipient may call upon the Provider for after-hour emergencies as defined below. After-hour emergency calls are calls received on Sundays, Bloomfield Township recognized Holidays or Monday through Saturday between the hours of 4:30 PM and 8:30 AM. The Police Department, Health Department or any other Official so charged by the Recipient may initiate emergency calls.

An emergency is defined as:

- A. An animal presenting an immediate danger or threat to human health or safety;
- B. An injured or sick wild animal or an injured or sick domestic animal at-large, lost, abandoned or otherwise not under the possession/control of its owner and/or the owner is not available or cannot be located;
- C. A bat (or other wild animal at relative high risk of rabies) inside the living quarters of a house (private residence).
- D. Routine strays or other matters of a non-emergency nature will not require an emergency response and will be handled during regular working hours as noted in Paragraph 1 above.

C. INSURANCE:

1. The Provider will maintain liability, malpractice, worker's compensation and all mandated coverage for its employees.
2. The Recipient must maintain comprehensive general liability insurance and name the Board of Health of the Township of Bloomfield, the Township of Bloomfield and its employees and agents as additional insured.
3. The Provider shall hold the Recipient harmless from any and all claims arising out of the performance of this contract by the Provider, its agents, servants or employees including, but not limited to, claims for personal injury, property damage and worker's compensation, and agrees to reimburse the Recipient for any and all costs, legal fees, claims and judgments which may be paid by the Recipient arising out of the performance of this contract by the Provider.

D. DURATION:

The terms of this Agreement shall be one (1) year. This Agreement is effective beginning on the effective date of this Agreement.

E. FINANCIAL TERMS:

1. The services under this Agreement will be performed during regular working hours, 8:30AM to 4:30PM, Monday through Saturday. Services performed on Sundays,

Monday through Saturday between the hours of 4:30PM and 8:30AM or officially recognized Holidays of the Provider will constitute overtime services payable as described in Paragraph 2 below.

2. The Recipient will reimburse the Provider for all overtime costs incurred resulting from the performance of this Agreement or for services outside the scope of this Agreement that are performed by the Provider at the specific request of Recipient or other persons authorized by the Recipient to act on behalf of Recipient. The Recipient will reimburse the Provider at the agreed overtime rate of the Provider, with a minimum charge of three (3) hours for any portion of time within the first (3) hours, for animal control services/officers. In the event that an overtime call results in more than three (3) hours, the Recipient will reimburse the Provider at one-third (1/3) of the below stated rate for each additional hour provided. The three (3) hour rate for the contract period is established at \$141.
3. For the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$14,639 payable as follows: \$3,659.75 upon execution, and three (3) additional payments of \$3,659.75 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
4. The Provider will bill the Recipient by invoice at the beginning of each quarter in accordance with paragraph 3 above.
5. Emergency treatment will be rendered to any obviously ill or injured domestic animal, when feasible, while in the possession of the Provider or its ACOs. Charges for such treatment shall be the responsibility of the animal's owner and payable to the Provider. If such owner is not identified, the Recipient will not be charged for treatment.
6. The payments set forth above shall include all costs incurred by the Provider in the maintenance of the Bloomfield John A. Bukowski Shelter for Animals, costs, expenses and maintenance of vehicles and all necessary insurance, which the Provider agrees to provide.
7. Any resident of the Recipient may redeem his or her dog, cat or other pet from the Bloomfield John A. Bukowski Shelter for Animals according to the fee schedule set by the operator of the facility.
8. All Provider animal shelter fees incurred by residents of the Recipient will be retained by the Provider and its shelter.

F. EXTENSION OF TIME:

The terms of this Agreement may be automatically extended for successive 12 month period unless renegotiated or terminated by either party. The automatic renewal shall provide in a 2% cost increase, as set forth in Paragraph E(3) above. A new Agreement, inclusive of costs, must be presented to the Recipient within ninety (90) days prior to the contract expiration date, with the renegotiation period commencing one hundred twenty (120) days prior to the contract expiration date.

G. TERMINATION:

Either party may terminate this Agreement by providing one hundred eighty (180) days advance written notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal. During a period of renegotiation as noted in Section F above, either party may terminate said Agreement by providing thirty (30) days advance written notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal. During a period of renegotiation, if notice of termination is not received timely, the Provider will continue to provide services under the terms of the Agreement. Notification within this section shall be by first class United States Postal Service certified and return receipt mail.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this day of 2016

ATTEST:

RECIPIENT: BOROUGH OF CALDWELL

Title:
Date:

Township of Bloomfield

Title:
Date: