



Township Council  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 05/16/16 07:00 PM

2016 RESOLUTION AGREEMENTS

ANIMAL CONTROL SERVICES AGREEMENT BETWEEN CITY OF CLIFTON AND TOWNSHIP OF BLOOMFIELD

WHEREAS, there is a need to enter into a interlocal agreement between the City of Clifton 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 City of Clifton.

\* \* \* \* \*

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. J. Venezia*  
Mayor of the Township of Bloomfield

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 Withdrawn					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

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

**AGREEMENT BETWEEN CITY OF CLIFTON AND TOWNSHIP OF BLOOMFIELD**

**THIS AGREEMENT**, made as of this \_\_\_ day of May 2016, by and between **CITY OF CLIFTON**, a body politic and corporation of the State of New Jersey, part of the first part, hereinafter referred to as "Clifton" or the "Provider"; and

**TOWNSHIP OF BLOOMFIELD**, a municipal corporation of the State of New Jersey, party of the second part, hereinafter referred to as "Bloomfield" or the "Recipient".

**WITNESSETH:**

**WHEREAS**, Bloomfield is desirous of employing the services of Clifton's Animal Control Officer; and

**WHEREAS**, the Governing Body of Bloomfield has agreed to accept Clifton's offer to provide Animal Control Officer services;

**NOW, THEREFORE**, the parties hereto, for and in consideration of the mutual terms, conditions, and covenants contained herein, agree as follows:

1. **ADMINISTRATION:**

- A. 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 *N.J.A.C. 8:23 A-1.10*. The Provider may require that such animal be quarantined at and 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.
- B. 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.
- C. 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.*

## 2. SERVICES:

1. The Provider will provide Bloomfield animal control services and shall make its services available 24 hours per day, seven days per week.
2. The Provider will have an Animal Control Officer stationed within the Township of Bloomfield during business hours, Monday through Saturday, 8:30 am to 4:30 pm, excluding Bloomfield Township recognized holidays.
3. 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.
4. The Provider will provide animal control services through Bloomfield to the Boroughs of Glen Ridge and Caldwell pursuant to Bloomfield's respective inter local agreements.
5. 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.
6. 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.
7. 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.
8. Patrolling of streets and public and private property and conducting dog and/or cat censuses are not covered under this contract.
9. 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.
10. 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.
11. When necessary the Provider will provide for the humane destruction and proper disposal of animals in its care.
12. 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.
13. 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.
14. 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 Relocation of Wildlife" issued by the State of New Jersey's Division of Fish and Wildlife. The Provider will not euthanize or relocate nuisance wildlife.

15. Removal of any dead animal, including wildlife, on private or public property, unless noted otherwise herein, is not covered under this Agreement.
16. 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 & Senior Services as necessary.
17. The Provider shall provide the Recipient and its Director of Health and Human Services with monthly activity reports and a summary table of all monthly activities at the end of each calendar year.
18. The Recipient shall be responsible for initial response to after-hour emergency calls. The Recipient may call upon the Provider for emergencies as defined below. 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).

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.

### 3. 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 City of Clifton 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.

#### 4. DURATION:

The terms of this Agreement shall be effective beginning on the 15th day of May 2016 and ending on the 31st day of December 2017. The Recipient shall have the option to renew for an additional 12 month term from the ending date, with a 2% payment increase over the initial term.

#### 5. FINANCIAL TERMS:

- a) The services under this Agreement will be performed 24 hours per day, seven days per week.
- b) For the effective dates of this Agreement in calendar year 2016, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$45,000 per year, pro rated for the term of service and payable on a monthly basis. The Provider will deliver an invoice for payment for the amount noted above.
- c) For the calendar year 2017, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$45,000; 1/12 the total amount due payable on a monthly basis. The Provider will deliver an invoice for payment for the amount noted above.
- d) For the calendar year 2018, should the Agreement be renewed for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$45,900 per year; 1/12 the total amount due payable on a monthly basis. The Provider will deliver an invoice for payment for the amount noted above.
- e) The Provider will bill the Recipient by invoice at the beginning of each month in accordance with paragraphs 3, 4 and 5 above.
- f) 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.
- g) 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.

#### 6. 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 5a 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.

7. 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.

Attest:

City of Clifton

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Township of Bloomfield

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_