



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano

Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 02/03/14 07:00 PM

2014 RESOLUTION AGREEMENTS

INTERLOCAL AGREEMENT - ANIMAL CONTROL SERVICES

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

WHEREAS, this agreement shall be a five (5) year agreement effective January 1, 2014 and ending December 31, 2018.

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 Township Administrator 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 February 10, 2014.

Louise M. Palagano

Municipal Clerk of the Township of Bloomfield

Michael Venezia

Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 3266		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Withdrawn	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					
<input type="checkbox"/> Approved No Vote					

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

Barbara J. Hovick
DIRECTOR OR LAW TOWNSHIP ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN BOROUGH OF CALDWELL
AND
TOWNSHIP OF BLOOMFIELD
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 Township of Bloomfield and its employees, agents and representatives (hereinafter "Provider") entered into on this 1st day of January, 2014.

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 dog, cat or other animal of *known* ownership charged with or suspected of biting a human shall be quarantined by the Animal Control Officer (ACO) of the provider or the Registered Environmental Health Specialist for the Borough of Caldwell Health Department 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 Animal Shelter if so ordered by a court of law or if deemed necessary by the Provider in order to protect the public.
- 2) 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 at the Bloomfield Animal Shelter as per *N.J.A.C. 8:23A-1.10* or euthanized for laboratory examination for rabies as per *N.J.S.A. 4:19-15.16*
- 3) Pursuant to *N.J.S.A. 4:19-19*, the Provider will seize and impound any dog when such ACO 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 conduct 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 implemented 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 conduct or implement 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 give 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 Animal Shelter. 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 Animal Shelter. 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 conducted 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 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.

- 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 & Senior Services 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).

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 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 Five (5) years. This Agreement is effective beginning on the 1st day of January 2014 and ending on the 31st day of December 2018.

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 of 2014, 2015 and 2016 is established at \$141.
- 3) For the calendar year 2014, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$14,000 payable as follows: four (4) quarterly payments of \$3,500.00 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) For the calendar year 2015, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$14,140 (1% increase from previous year) payable as follows: \$3,535.00 upon execution, and three (3) additional payments of \$3,535.00 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.
- 5) For the calendar year 2016, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$14,423 (2% increase from previous year) payable as follows: four (4) quarterly payments of \$3,605.75 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.

- 6) For the calendar year 2017, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$14,639 (1.5% increase from previous year) payable as follows: four (4) quarterly 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.
- 7) For the calendar year 2018, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$14,785 (1% increase from previous year) payable as follows: four (4) quarterly payments of \$3,696.25 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.
- 8) The Provider will bill the Recipient by invoice at the beginning of each quarter in accordance with paragraphs 3, 4, 5, 6, and 7 above.
- 9) 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.
- 10) The payments set forth above shall include all costs incurred by the Provider in the maintenance of the Bloomfield Animal Shelter, costs, expenses and maintenance of vehicles and all necessary insurance, which the Provider agrees to provide.
- 11) Any resident of the Recipient may redeem his or her dog, cat or other pet from the Bloomfield Animal Shelter according to the fee schedule set by the operator of the facility.
- 12) 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 shall be automatically extended for a successive one (1) year period at a cost of \$18,361 per annum and prorated monthly for the services provided unless renegotiated or terminated by either party. 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 ninety (90) 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 25 day of JANUARY, 2014.

ATTEST:

RECIPIENT:

BOROUGH OF CALDWELL

Asia Apoll
Witness

Paul M. Cavell Date: 1-25-14
Title: BOROUGH ADMINISTRATOR

PROVIDER:

TOWNSHIP OF BLOOMFIELD

Christa Polyzano
Witness

Mel Vizer Date: 2/10/14
Title: Mayor