

**INTERLOCAL SERVICES AGREEMENT
FOR ANIMAL FACILITY SERVICES**

THIS AGREEMENT made and entered into this 1st day of January, 2020 by and between the OCEAN COUNTY BOARD OF HEALTH, hereinafter referred to as the "Board", and the Township of Brick hereinafter referred to as the "Municipality".

W I T N E S S E T H

WHEREAS, the parties having authorized and approved this Agreement, the County by resolution and the Municipality by Resolution duly adopted pursuant to the Interlocal Services Act, N.J.S.A.40:8A-1 et seq;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **ANIMAL FACILITY:** The Board shall allow the municipality and other covered municipalities within Ocean County the utilization of an animal shelter or shelters for confining, receiving, housing, and distributing such animals accepted by the shelters, subject to State Law and the regulations and policies of the Ocean County Board of Health.
2. **STANDARDS OF GOVERNING FACILITY:** It is agreed and understood that any Animal facility operated by the Ocean County Board of Health shall be in compliance with all statutory requirements and with all rules and regulations governing the sanitary conduct of operation, promulgated by the State Department of Health.
3. **SERVICES OF FACILITY:** In addition to operating the facility, the Board agrees to:
 - A. Hold all stray and lost dogs and cats received and delivered to the facility by the municipality in accordance with the laws concerning the same.
 - B. Hold all animals received involved in "bite" cases for the ten (10) days required for observation from the day on which the bite occurred and that any deviation from this procedure would only be as sanctioned by the State Department of Health.
 - C. Make provisions for receiving animals on a 24-hour, 7 day a week basis subject to reasonable rules and regulations of the facility concerning same. In the event of a hoarding situation, the Ocean County Health Department reserves the right to determine which Ocean County Animal Facility the municipality shall transport animals to.
 - D. Provide all animals with humane treatment in conformity with the rules and regulations promulgated by the State Department of Health. All required records will be kept and be available for inspection by authorized Municipal officials.
 - E. Upon presentation of proper identification accept any animals from municipal residents. When such animals are certified as being owned, the facility shall require, in

writing, authorization for disposal of the animal. If the animal is certified as being a stray or lost animal by municipal officials, the facility personnel will enter it on the record and it will be included in the monthly report.

- F. Collect allowable costs and appropriate paperwork from owners of animals being reclaimed and surrendered as provided by appropriate state rules, regulations, statutes and OCHD policy.
- G. Hold dogs and/or cats impounded or seized without a court date by a municipal agent when the owner is known (or suspected) but has been arrested, hospitalized, evicted, otherwise incapacitated, or has died. Such animals will be impounded and held for 7 days providing the municipal ACO has given notice in writing to the owner (or next of kin if owner is deceased) as to the whereabouts of the animal and that the animal will be offered for adoption or humanely destroyed if it is not claimed within 7 days after the service of the notice. Animal control has three days after the impound date to provide a copy of the written notice pursuant to N.J.S.A. 4:19-15:16(5)b or an administrative fee of \$7 would be charged to the municipality. The municipality would maintain the responsibility of transportation and care of the seized animal should it be injured or become ill during the 7-day period. In the case of lack of response from the owner, or indigence or death of the owner, the charge to the municipality would be the same as for a surrendered animal. If the animal is reclaimed, the charge would be to the owner. This section would not be applicable for impoundment of dogs or cats seized pending court action.
- H. Accept dogs/cats surrendered to the municipal ACO due to incapacitation, incarceration, eviction, etc. of owner. The municipal ACO shall be responsible for securing the appropriate paperwork including the owner's signature relinquishing ownership, and history of any bite incidents involving the animal. Surrender fees that do not accompany the animal at the time of impoundment shall be charged to the municipality in accordance with the attached fee schedule. If the surrender fee is charged to the municipality, no additional charges for impoundment or disposition would be incurred. The municipality would be charged a daily fee if the animal is impounded prior to the provision of complete, signed paperwork.
- I. Hold dogs seized by municipal Animal Control Officers pursuant to N.J.S.A. 4:19-19 (Vicious Dog Act), subject to availability of appropriate enclosure. Such dogs would be held pending the hearing in municipal court and for up to 30 days after, to afford the owner time to comply with requirements or to surrender the animal. If the animal is not ready for surrender or release by the 30th day following the hearing, the municipality would be responsible for transferring the animal to another facility for confinement. Fees would be in accordance with the attached fee schedule. The municipality would retain the responsibility of transport and care of the seized animal should it become injured or ill and require care at a veterinary hospital.
- J. Accept obviously injured or ill, small, wild animals (<25lbs) for euthanasia and disposal if rehabilitation is not possible as determined by a veterinarian and this service would

only be available only during regular business hours. If the shelter veterinarian or any other trained OCHD employee is unavailable, the animal shall not be accepted. Fees would be in accordance with the attached fee schedule.

K. Preparation of specimens for rabies testing of dogs, cats, or small wild animals (<25lbs) that have exposed residents or require testing for other reasons approved by the OCBH. Euthanasia of a small wild animal will be done as part of this service. Dogs and cats would have to be properly surrendered to the OCBOH before this service could be performed. This service will be available during regular business hours only, and in accordance with the attached fee schedule. Fees for surrender or impoundment/disposal will also apply.

4. **COST TO MUNICIPALITY:** For providing the above services, the municipality agrees to pay the Board on a "fee for services" basis, in accordance with the Fee Schedule attached as part of this Agreement.

There will be no charge to the Municipality when a dog or cat is reclaimed by the owner, the cost being chargeable only to the owner.

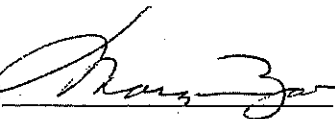
5. **ANIMAL CONTROL AND TRANSPORTATION:** It is understood and agreed the Municipality shall provide its own Animal Control personnel. The Ocean County Health Department is not responsible for the transportation of animals to the facility. Sick or injured animals must be taken directly to a veterinarian for veterinary care, not to the facility. The facility cannot accept sick or injured animals. Each party shall provide their own insurance for those liabilities incurred by this Agreement. After acceptance of the animal at the shelter, the County Board of Health shall be solely responsible and liable for the animals in its custody.
6. **METHOD OF PAYMENT BY MUNICIPALITY:** The Board or its agent shall submit periodically in writing on Municipal invoices, a billing for the charges as provided in Paragraph 4 and in accordance with the periodic reports to the Municipality which shall then promptly cause their approval and payment and not exceed 45 days from date of the submission of notice.
7. **TERM OF AGREEMENT:** The Contract shall be for a term five (5) years from January 1, 2020 through December 31, 2024. If either party desires to terminate this Agreement at least 90 days written notice must be provided. The charge schedule shall be set annually by the Board effective January 1 of each year and the municipality shall receive notice of set change by September 1 of the preceding year.
8. **EFFECTIVE DATE:** The effective date of the Agreement shall be immediately, upon the signing of said Agreement and after adoption by Resolution of the Ocean County Board of Health and the municipal governing body.

FEE SCHEDULE

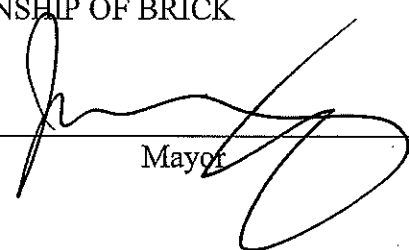
<u>SERVICE</u>	<u>PARTICIPATING MUNICIPALITIES</u>
STRAY	\$55.00 Each
DISPOSAL	\$32.00 Each
10-DAY QUARANTINE	\$150.00 – for a ten (10) day quarantine of biting animals plus \$4.00 each additional day thereafter
SURRENDER FEE	
DOG	\$65.00
CAT	\$45.00
SEIZED ANIMALS	
ADMINISTRATION FEE	\$25.00
DAILY FEE	\$15.00
PREPARATION OF SPECIMEN FOR RABIES TESTING	\$50
NOTICE IN WRITING FEE	\$7

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their respective proper officials on the date above first written.

OCEAN COUNTY BOARD OF HEALTH

ATTEST:  By: 
Chairman

TOWNSHIP OF BRICK

ATTEST:  By: 
Mayor