

**INTERLOCAL AGREEMENT BETWEEN TOWNSHIP OF NUTLEY AND
TOWNSHIP OF BLOOMFIELD FOR ANIMAL CONTROL AND MUNICIPAL HUMANE
LAW ENFORCEMENT OFFICER 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 Township of Nutley (hereinafter "Recipient") and the Township of Bloomfield and its employees, agents and representatives (hereinafter "Provider") entered into on this 1st day of January, 2019 (the "Effective Date").

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.
- 4) A Certified Animal Cruelty Investigator will investigate any alleged animal cruelty complaints.
- 5) Recipient shall provide any required additional law enforcement resources to assist an investigation.

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. Provider will neither offer nor provide any services relating to Nutley's feral cat population, to the extent one exists. All service addressing the feral cat population shall be provided by Nutley or its authorized designee. Prior to Provider undertaking the Services set forth in this Agreement, Recipient shall enact a Trap-Neuter-Return ("TNR") Program for Feral Cats, which shall be reviewed by Provider. The Provider will not accept animals trapped by the Recipient, its agents or residents. These Services shall not include large scale sheltering. (*e.g.: in a hoarding case, the Recipient shall be responsible for the costs associated with removal, vetting and sheltering.*)
- 9) The Provider will not accept surrendered domestic animals from the Recipient Municipality.
- 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 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".
- 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.
- 15) 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.
- 16) The Provider shall provide municipal humane law enforcement officer (MHLEO) services, pursuant to N.J.S.A. 4:22-14.1, who shall be responsible for animal welfare within the jurisdiction of the municipality.
- 17) The MHLEO shall abide by the provisions of chapter 22 of Title 4 of the Revised Statutes, and be authorized to investigate and sign complaints, arrest violators, and otherwise act as an officer for detection, apprehension, and arrest of offenders against

the animal welfare of the State and ordinances of the municipality.

- 18) The MHLEO shall refer all complaints for violations of the provisions of R.S. 4:22-17 to the county prosecutor for investigation and prosecution, or any other appropriate legal action, except that the MHLEO may take any action necessary within the authority granted pursuant to statute.
- 19) The MHLEO shall submit, by October 1 of each year covered by this Agreement, a report to the prosecutor designated pursuant to subsection a. of section 28 of P.L.2017, c.331 (C.4:22-14.4), which shall include, for the most recently concluded State fiscal year, the number of complaints received for each offense under article 2 of chapter 22 of Title 4 of the Revised Statutes and the number of cases referred to the county prosecutor.
- 20) 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 for Three (3) years (the "Term"). 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) The Recipient will reimburse the Provider for all costs incurred resulting from the services of a Certified Animal Cruelty Investigator, as described above in Section A(4) of the Agreement, at the rate of \$100 per hour.
- 4) For the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$6,000.00 per month, payable at the beginning of each month. On each anniversary of the Effective Date of the Agreement during the Term there shall be a 2% increase to the monthly fee. 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) The Provider will bill the Recipient by invoice at the beginning of each month in accordance with paragraph 3 above.
- 6) 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 be charged for Provider's cost for such treatment.
- 7) 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.
- 8) 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.
- 9) 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 1-month periods unless renegotiated or terminated by either party. The automatic renewal shall provide for 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 thirty (30) days prior to the contract expiration date, with the renegotiation period commencing thirty (30) days prior to the contract expiration date.

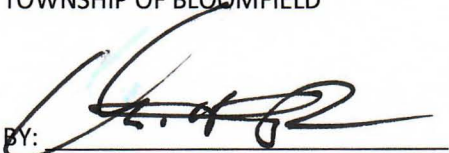
G. TERMINATION:

Either party may terminate this 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 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.

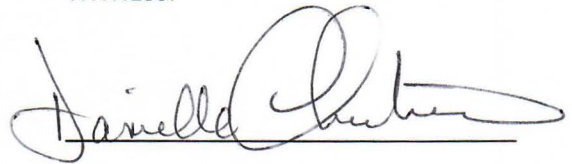
IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this 18th day of December 2018.

ATTEST:

TOWNSHIP OF BLOOMFIELD

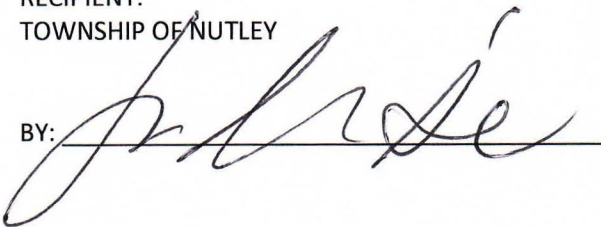
BY: 

WITNESS:



RECIPIENT:

TOWNSHIP OF NUTLEY

BY: 

WITNESS:

 12/18/18

BOARD OF COMMISSIONERS
TOWNSHIP OF NUTLEY, NEW JERSEY
Resolution

Introduced by: Commissioner Steven L. Rogers *Date:* December 18, 2018
Read by Mayor Joseph P. Scarpelli
Seconded by: Commissioner Thomas J. Evans *No.* 333-18

WHEREAS, the Township of Nutley and the Township of Bloomfield wish to enter into an agreement pursuant to which the Township of Bloomfield will provide Animal Control Services and Animal Cruelty Investigative and Enforcement Services to the Township of Nutley Pursuant to N.J.S.A. 26:3 A2 et seq.; and

WHEREAS the New Jersey Interlocal Services Act, N.J.S.A. 40:8-1 et seq. provides that a municipality may enter into a contract with another municipality or local unit for the joint provision of any service; and

WHEREAS, the Director of the Department of Public Affairs has determined that it is in the best interest to enter into a shared services agreement at an initial annual cost of \$6,000.00 per month, payable at the beginning of each month for the 2019 year. On each anniversary of the Effective Date of the Agreement during the Term, there shall be a 2% increase to the annual monthly fee;

WHEREAS, funds are available from Account No. 9-01-134-209 and will be certified by the Chief Financial Officer, subject to the adoption of the 2019 Municipal Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Township Clerk are hereby authorized to execute the attached agreement with the Township of Bloomfield for the provision of animal control services and animal cruelty investigative and enforcement services.

. . .

I, Eleni Pettas, Township Clerk of the Township of Nutley, Essex County, NJ, do hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Commissioners at a regular meeting held December 18, 2018

<i>Record of Vote</i>	<i>Commissioner Steven L. Rogers</i>	<i>Commissioner Mauro G. Tucci</i>	<i>Commissioner Thomas J. Evans</i>	<i>Commissioner Alphonse Petracco</i>	<i>Mayor Joseph P. Scarpelli</i>
<i>Yes</i>			X	X	X
<i>No</i>					
<i>Not Voting</i>					
<i>Absent/Excused</i>	X	X			

AFFIDAVIT

The Local Finance Board is authorized by N.J.S.A. 52: 27BB-10 to adopt standard rules for municipal financial administration and N.J.S.A. 40A: 4-57 prohibits the expending of money, incurring of liability or the entering into; of any contract which by its terms involves the expenditure of money for any purpose for which no appropriation is provided, or in excess of the amount appropriated for such purpose. By virtue of the powers vested in the Local Finance Board by N.J.S.A. 52: 27BB-10 on October 20, 1975, the Local Finance Board adopted a procedure for the expenditure of public moneys by a municipality. This procedure became effective January 1, 1976.

In accordance with the rules and regulations adopted by the Local Finance Board with respect to the awarding of Contracts by the Municipal Governing Body, I do hereby certify that funds are available for the following purpose and this contract may be adopted.

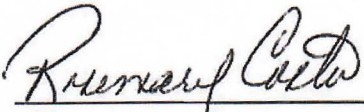
Purpose: Interlocal Services Agreement-Bloomfield-Animal Control

Account: 9-01-134-209

Fund: Current Fund

Amount: \$72,000.00-Subject to Adoption 2019 Municipal Budget.

Date: December 18, 2018



Rosemary Costa
Treasurer, C.F.O.