

The
MAYOR AND BOROUGH COUNCIL
of the
BOROUGH OF GLEN RIDGE
County of Essex
State of New Jersey



Monday, February 14th, 2011.

RESOLUTION NO. 48-11

Offered By Councilperson BAKER
Seconded By Councilperson _____

WHEREAS, the Township of Montclair and The Borough of Glen Ridge wish to enter into an agreement in which The Township of Montclair will provide animal control services to The Borough of Glen Ridge pursuant to N.J.S.A. 26:3A2-1, et seq; **and,**

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

WHEREAS, The Mayor And Borough Council has determined that it is in the best interest of The Borough to have the Township of Montclair provide animal control services to the Borough in accordance with the attached agreement; **and,**

NOW, THEREFORE, BE IT FURTHER RESOLVED, by The Mayor and The Council of The Borough of Glen Ridge, in The County of Essex, that the Administrator be and he is hereby authorized to execute the attached agreement with The Township of Montclair.

INTERLOCAL ANIMAL CONTROL AGREEMENT BETWEEN THE TOWNSHIP OF
MONTCLAIR AND THE TOWNSHIP OF GLEN RIDGE

THIS AGREEMENT, made this day of , 2011

BETWEEN: TOWNSHIP OF MONTCLAIR
 (hereafter PROVIDER)

AND: BOROUGH OF GLEN RIDGE
 (hereafter RECIPIENT)

WHEREAS, the parties desire to contract for the furnishing of animal control and animal cruelty services by the PROVIDER to the RECIPIENT, pursuant to N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40:8A-1 et seq.

NOW, therefore, in consideration of the terms and conditions hereinafter set forth the parties agree as follows:

THE PROVIDER shall provide duly certified animal control and animal cruelty personnel to carry out, within the territorial jurisdiction of the RECIPIENT, the following animal control activities:

The RECIPIENT shall appoint the Animal Control Officers of the PROVIDER as its Animal Control and Animal Cruelty Officers. The Animal Control Officers, under the supervision of the PROVIDER shall be the enforcement agent of the RECIPIENT for its Animal Control Ordinances, and

THEREFORE in consideration of the performance by PROVIDER of its agreement herein, RECIPIENT covenants and agrees to pay PROVIDER quarterly in advance during the contract period:

January 1- December 31, 2011, \$16,389 (\$4,097. per quarter;)

January 1 through December 31, 2012: \$16,880 (\$4,220. per quarter;)

January 1, 2013 through December 30, 2013: \$17,386 (\$4,347. per quarter.)

An additional charge shall be paid by RECIPIENT of \$30.00 per hour for emergency calls from 7:00 p.m. to 8:30 a.m. and weekends. Shelter fees shall be \$100.00 per dog, \$60.00 per domestic cat, and \$30.00 per kitten. Any increased shelter fees during the course of this agreement shall be the responsibility of the RECIPIENT and memorialized via ADDENDUM to this AGREEMENT, emergency veterinary fees will be the responsibility of the RECIPIENT. No feral cats shall be impounded. The shelter/holding fee shall be borne by any resident reclaiming their animal found running at large.

The following Animal Control Services shall be provided:

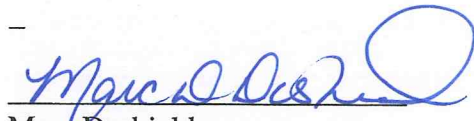
1. Pick-up and impound of stray and injured domestic animals when owner is unknown or unavailable;
2. Transport of stray animals to impound facility;
3. Transport of injured animals to veterinarian for treatment;
4. Pick-up of injured, sick or orphaned wildlife;
5. Transport of injured wildlife to licensed rehabilitation facility;
6. Pick-up and transport of quarantine or suspect rabies cases/specimens;
7. Investigate animal bite incidents;
8. Issuance of summons for animal related violations including but not limited to failure to license;
9. Animal cruelty/abuse investigations and court appearances as required;
10. Night, weekend and holiday calls 7:00pm to 8:30a.m. shall include the following:
 - a. Pick-up injured or sick domestic animals when owner is unknown or unavailable;
 - b. Running at large animals will not be retrieved after 7:00p.m. unless the situation is dangerous for residents or animal or the animal has been securely confined;
 - c. Pick-up of injured, sick or orphaned wildlife
 - d. Transport of injured animals to veterinarian for treatment;
 - e. Pick-up and quarantine of suspect rabies cases including transport to State laboratory for testing when appropriate;
 - f. Investigate and take appropriate action for animal bite incidents.

The PROVIDER shall provide the services specified herein from January 1, 2011 to December 31, 2013.

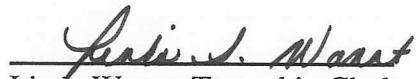
Either party may withdraw from this contract by Resolution. The PROVIDER reserves the right to renegotiate or terminate this Agreement and shall provide six months advance notice of any proposed changes in terms of its current Agreement. A certified copy of such Resolution shall be submitted to the other party six months in advance. A copy of any withdrawal Resolution shall be submitted to the New Jersey State Commissioner of Health by the withdrawing party at least six months prior to the withdrawal date. Any such Resolution by the RECIPIENT shall specify its methods of continuing to meet standards of performance


Jerry Fried, Mayor, Provider

Date _____

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Marc Dashield
Township Manager, Provider

Date: _____


Linda Wanat, Township Clerk,
Provider

Date: 2/11/11

Peter A. Hughes, Mayor, Recipient

Date _____

Michael Rohal, Borough
Administrator, Engineer, Clerk

Date: _____