

RESOLUTION NO. 2020-126

WHEREAS, the Township of Aberdeen is desirous of entering into an agreement for animal control services; and

WHEREAS, the Monmouth County SPCA has submitted a proposal for the period of January 1, 2021 to December 31, 2021 agreement for animal control services for the sum of \$43,200.00 and a Trap, Neuter and Release Program for the sum of \$3750.00 for 100 cats.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Aberdeen that the Mayor and Clerk are authorized to enter into an agreement, effective January 1, 2021 and ending December 31, 2021 with the Monmouth County SPCA in accordance with the aforesaid terms.

This agreement is made without competitive bidding pursuant to N.J.S.A. 40:48-5.1.

BE IT FURTHER RESOLVED that this resolution shall be subject to the Township Chief Financial Officer's certification of the availability of funds in the 2021 Municipal Budget under the following line item appropriation of said budget to which this contract will be properly charged: X-05-1-101-011.



Monmouth County
SPCA

NOT-FOR PROFIT
ORGANIZATION
Founded in 1945

260 Wall Street
Eatontown, NJ 07724

732.542.0040
Fax 732.542.4552

BOARD OF TRUSTEES

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Executive Director

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SERVICES

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Pet Adoptions
Pet Pantry
Pet Therapy Program
Thrift Store
TNR Program
Veterinary Clinic
Volunteer Program
Wildlife Rescue

October 13, 2020

Bryan A. Russell, QPA
Township Manager
Aberdeen Township
1 Aberdeen Square
Aberdeen, NJ 07747

RECEIVED

OCT 19 2020
ABERDEEN TOWNSHIP
MANAGER'S OFFICE

Ref: Animal Control Bid for 2021

Dear Mr. Russell,

The Monmouth County SPCA, is pleased to submit a contract proposal for the 2021 calendar year for animal control services for the Township of Aberdeen. If accepted, the Monmouth County SPCA is looking forward to working with the Township of Aberdeen by providing exceptional service.

Some points in the contract that I would like to highlight are as follows:

- No cost for "in house" medical services
- Municipal Ordinance enforcement as well as NJ Title 4
- Private property response on a police officer's request
- TNR option to provide a cost savings to the Borough

Sincerely,

Ross Licitira
Executive Director
Monmouth County SPCA



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MONMOUTH COUNTY SPCA

SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS

LAW ENFORCEMENT DIVISION

260 ABERDEEN STREET, EATONTOWN, NEW JERSEY 07724

732-542-0040

FAX: 732-542-4552

THIS AGREEMENT, made this _____ day of _____ by _____ and _____ between the

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a non-profit 501c(3), government organization under State and Federal laws, having principal offices at 260 Aberdeen Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA" and the Township of Aberdeen , a municipal corporation of the State of New Jersey, having principal offices at 1 Aberdeen Square, Aberdeen, NJ 07747 hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January 2021 or as decided by the "Municipality" and ending on the 31st day of December 2021, (12 Months)

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated bellow. Services are defined as the rescue, custody and

care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cat colonies and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in this contract.

2. The Municipality will pay the MCSPCA the sum of \$43,200.00 said sum to be prorated on a monthly basis of \$3,600.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the MCSPCA, any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

5. The MCSPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the MCSPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.

6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the MCSPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanely disposed of or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the MCSPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the MCSPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.

11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls, however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer and/or Code Enforcement Officer to pose a public safety risk, the MCSPCA shall respond at no cost to the owner of the premise.
12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses. However the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the MCSPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressively seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressively agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.

17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only be modified by a written amendment signed by both parties.

MONMOUH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY: 

Ross Licitra
Executive Director

***MUNICIPALITY* Township of Aberdeen**

BY: 

ATTEST