

RESOLUTION NO. 2016-128

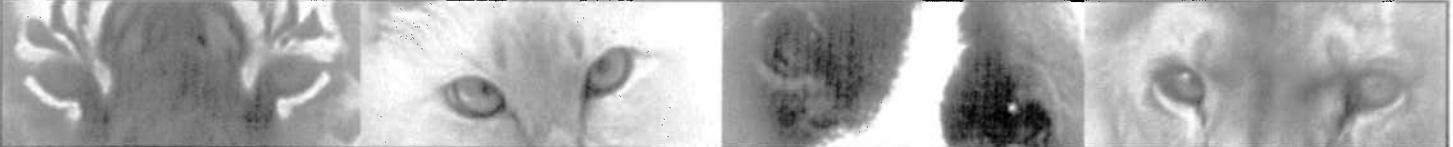
WHEREAS, the Township of Aberdeen is desirous of entering into an agreement for animal control services; and

WHEREAS, the Associated Humane Society has submitted a proposal for a one (1) year agreement for animal control services for the sum of \$43,000.00.

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, 2017 and ending December 31, 2017 with the Associated Humane Society 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 Manager's certification of the availability of funds.



ASSOCIATED HUMANE SOCIETIES, INC. ♦ POPCORN PARK
PUBLISHER OF THE HUMANE NEWS
WWW.AHSCARES.ORG

THIS AGREEMENT, made this _____ day of _____, 2017 by and between the

ASSOCIATED HUMANE SOCIETIES, INC., a non-profit, charitable organization under State and Federal Law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 07114, hereinafter referred to as the "Society" and the **TOWNSHIP OF ABERDEEN**, a municipal corporation of the State of N.J. having principal offices at One Aberdeen Square, Aberdeen, N.J. 07747 herein referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the Society for animal control for a period beginning the 1st day of January, 2017 and ending on the 31st day of December, 2017.

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

1. *The Society shall make their services as an independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis during standard daytime business hours, as needed, five (5) days a week. Weekend, Holiday and Night emergency services (after standard daytime business hours) will also be provided, when necessary, on the terms stated below. Services are defined as the rescue, custody and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that present a danger to humans, including those who have bitten a person.*

For the purpose of this agreement, whales, porpoises, feral cat colonies and dead deer are specifically excluded, neither shall the Society trap, rescue or care for Canada geese, unless same are in need of veterinary care. There will be no charge for bats or injured wildlife. Dead wildlife, excluding deer, will be picked up for public and private citizens five (5) days a week with no charge.



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OCEAN COUNTY BRANCH
HOME OF POPCORN PARK
HUMANE WAY - PO BOX 43
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MONMOUTH COUNTY BRANCH
2960 SHAFTO ROAD
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Upon the Municipality's request or in the case for the need of humane services as defined herein, feral cat colonies will remain the responsibility of the person "caretaker" maintaining feral cats. If there is a sick, rabid or injured cat, the Society will provide services and assistance and shall be entitled to be reimbursed for all costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the Society is called to remove the colony, the costs and expenses incurred by the Society will be in addition to the cost for services and will be the responsibility of the Municipality.

Cats that have an ear-tip or tattoo will be released on location.

2. *The Municipality will pay the Society the sum of \$ 43,000.00 Said sum to be prorated on a monthly basis of \$3,583.00 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 the invoice and/or Municipality voucher executed by the appropriate party or services will be suspended until invoice is paid in full.*

3. *It is expressly understood, except as otherwise stated, that the services include all costs and expenses incurred by the Society 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 Society shall respond to any emergency as defined herein. Emergency treatment will be provided to an ill or injured animal as required by State law and regulation. The Society reserves the right in its sole discretion to determine 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 and expense incurred by the Society will be the responsibility of the Municipality. If the owner is known, those costs and expenses will be borne by the owner.

Response time to an emergency will be no more than one hour during normal business hours of operation – Monday through Friday 9:00 a.m. until 5:00 p.m. (the answering service picks up the phone at 5:30 p.m). All calls to the society must be received through the Police or Health Departments of the Municipality. Residents are not to contact the Society directly.

5. *The Society, 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 Society. The Society will be paid for the cost and expense of such assistance which shall be the responsibility of the owner.*

6. *The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs and after the seven (7) day statutory hold period, it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption or humanely disposed of, at the sole and exclusive discretion of the Society. It is expressly understood, once the Society accepts any animal and takes it into custody, it shall become the property of the Society for the disposition as stated above.*

7. *Any owned animal without a current license and/or rabies certificate shall be reported by the Animal Control Officer to the Municipality. The owner will be given seven (7) days to register the animal or a license or a summons will be issued.*

The Society will not provide census or canvassing services for license compliance within the Municipality. Under NJ code 4:19-15.15 the municipality must appoint a party or agency to canvass for owned animals.

8. *Upon proof of ownership, any person may redeem his/her animal from the Society upon*

payment to the Society, the sum of \$95.00 as a fee for retrieving or impounding the animal, Monday through Friday 9:00 a.m. until 5:00 p.m. (standard business hours). There will be a \$125.00 fee for other times and costs for each day that the animal has been impounded as stated below, up to and including seven (7) days and any other cost or expenses incurred in the care of this animal.

\$4.00 per day, under State Law, for the first seven days unless ownership of the animal is established prior to the end of the seven days and said owner does not redeem the animal. Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership or a current license. The owner will be charged \$12.72 for each additional day for boarding once the initial seven (7) day period has passed.

9. *Any stray dog or cat or any other animal taken into custody by the Society and charged with biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.*

10. *Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Society, under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to above.*

The fee for removal of the head and delivery for rabies examination will be paid by the owner of the animal or absorbed by the Society if the owner is unknown.

11. *The Animal Control Officer shall be an employee of the Society. The Society shall indemnify and hold the Municipality harmless from and against any damage caused by an Animal Control Officer; expressly excluded is the damage caused by the animal.*

12. *Removal of an animal, including wildlife, within the living space, inside the walls or*

ceiling of a home, apartment building, garage, is not covered under this Agreement. The Society will respond to those calls; however, the owner of the premises will be charged \$95.00 per hour during standard business hours and \$125.00 after standard business hours; however, if said animal is physically in the resident's living space and posing a threat to the well-being of the resident, there will be no charge for the removal of the animal.

13. *Unless traps can be rented from the Municipality, traps are available from the Society, depending upon the Season and availability of traps, with a deposit of \$65.00 and a fee of \$4.28 per day, which will be deducted from the deposit. Dog traps will also be available, depending upon Season and availability of traps, with a deposit of \$150.00 and a fee of \$10.70 per day, which will be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business owner/landlord or tenant to monitor the trap and inform the Society IMMEDIATELY when pick-up is needed. (See Trap Rental Agreement-Rules & Regulations attached hereto)*

14. *The Society shall not be responsible for handling deer carcasses; provided however, the Society shall retrieve infirm and injured deer and orphaned fawns.*

15. *The Municipality shall be charged an additional boarding fee of \$18.00 per day, payable weekly, for any animal which upon the request of the Municipality shall be boarded as part of a Court process or upon order from the Health Department or a Court directive to impound said animal. The Municipality agrees to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such the cost shall be the responsibility of the owner.*

16. *The Society, as a non-profit second party contractor, is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, we will forward it to the appropriate Municipal Agency within seven (7) business days. The Society is not required to and will not produce records to municipalities to comply with OPRA requests. Our contracted Municipalities are encouraged to retain any paperwork received from the Society for OPRA fulfillment and compliance.*

17. *Except for non-payment, this Agreement may be terminated during the term by either party upon Thirty (30) 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.*

18. *It is expressly agreed that the Society 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.*

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

20. *The signatory of this document represents that it/he/she possesses the requisite authority to bind the public entity and further represents the execution of this Agreement is authorized by the Municipality.*

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

ASSOCIATED HUMANE SOCIETIES, INC.

WITNESS:

BY

ROSEANN TREZZA, EXECUTIVE DIRECTOR

ATTEST:

FOR THE TOWNSHIP OF ABERDEEN

WITNESS:

ADDENDUM TO CONTRACT FOR ANIMAL CONTROL/TRAP RENTAL AGREEMENT
PLEASE READ THESE RULES CAREFULLY. FAILURE TO ADHERE TO THE RULES STATED HEREIN
WILL FORFEIT YOUR PRIVILEGE TO USE OUR TRAPS

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m. there is nothing in the trap, it must be unset until that night. If an animal is caught, then you must call the Humane Society between 9:00 a.m. and 10:00 a.m. that morning.
2. **DO NOT TRAP ON WEEKENDS!** There will be no pick-ups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold, 40 degrees or heat in excess of 80 degrees). Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know what you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to this area (raccoons, skunks, opossums, etc.,) will be released on or near the site where it was trapped. **State regulations prohibit the relocation of certain animals.**
5. The Society reserves the right to remove a trap at any time, such as an emergency situation, dangerous situation or person or person not adhering to these rules.
6. We ask that when you catch something in a trap, you move the trap out of the sun to a well shaded area. This can be done safely by inserting a broom handle through the bars of the trap and have two people move the trap to a shaded or protected location. The trap should then be covered with a light cloth until a driver arrives to remove the trap. **WHEN SETTING THE TRAP PLEASE PROVIDE ADEQUATE FOOD AND WATER SO YOU DO NOT HAVE TO REOPEN THE TRAP.**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened which may make it dangerous. Keep children and pets away from the trap and keep in a quiet place.
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our driver will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m. until 5:00 p.m. Monday through Friday.
12. Stray dogs and cats caught in a trap will be held seven (7) days and then become the property of the Humane Society to be humanely euthanized or put up for adoption as the Society sees fit.

ACO SIGNATURE (UPON LEAVING TRAP
IN GOOD WORKING CONDITION

NAME – PLEASE PRINT

STREET ADDRESS – PLEASE PRINT

CITY/STATE/ZIP – PLEASE PRINT

SIGNATURE OF RESIDENT