

PLAINFIELD AREA HUMANE SOCIETY ANIMAL CONTROL SERVICES AGREEMENT

This animal control services agreement ("Agreement") is made between Plainfield Area Humane Society ("Society") located at 75 Rock Avenue, Plainfield, New Jersey 07063, and Berkeley Heights Township ("Township") located at 29 Park Ave, Berkeley Heights, NJ 07922. The Township agrees to retain Society and Society agrees to provide animal control services. Plainfield Area Humane Society is hereby retained as municipal dog warden for the period of June 1, 2021 through May 31, 2022 inclusive, during the hours of 9:00 a.m. to 4:30 p.m. Monday through Friday, and 8:30 a.m. to 3:00 p.m. on Saturday. Payments shall be made monthly and shall include payment for base fee and all additional services rendered hereunder.

1. DEFINITIONS

"Livestock Animal" means any equine, bovine, ovine, caprine, emu, ostrich, or poultry, excluding waterfowl.

"Wildlife" means any mammal, bird, or reptile except Livestock Animal, dog, cat or horse, mule, or donkey.

"Owner" means any person with a property right in a Livestock Animal, dog, cat or horse, mule or donkey.

"Rabies Suspect Animal" means any animal that is presumed to be harboring or spreading rabies.

"ACO" means an animal control officer who has been trained and certified by the State of New Jersey to enforce the laws of the state relating to animal control, animal welfare and animal cruelty.

"Microchip" means an implanted device that provides a means for identification of the Owner of an animal.

"Running-at-large" means a dog, cat or Livestock that is off the property of its Owner, without the supervision of its Owner or is on private property without the permission of that private property owner.

"Surrendered" means any dog or cat in which the Owner no longer wants.

"Stray" means any dog or cat that does not have an apparent Owner and has not been harbored or fed by a person for more than 14 consecutive days immediately prior to such animal's Surrender or capture by Society.

2. SCOPE OF SERVICES

Society's services shall consist of animal control services; collection of Rabies Suspect Animals; operation of a shelter; and submission of a monthly activity report (see "Services"), as further defined in Paragraphs A through E of this Section 2.

The Services shall be based on the New Jersey animal control statute N.J.S.A. 26:3A2-1 et seq. The Services shall be provided as follows:

A. Animal Control Services: An ACO shall timely respond to calls and complaints from the public concerning lost, stray, injured, dogs, cats, or Livestock, or ill and injured Wildlife. The ACO shall capture such animal, evaluate the animal for injury and if necessary arrange for veterinary care. Captured dogs and cats that do not require veterinary care shall be detained at Society's shelter. Captured Livestock shall be returned to its Owner. The Society will pick up dead domestic animals during regular business hours at no additional fee, and dead wildlife as deemed necessary by the municipal police department or Division of Health, excluding deer and rodents.

An ACO shall investigate reports of dog bite incidents and animal cruelty.

Society shall be available for regular service calls Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. and Saturday through Sunday between the hours of 8:30 a.m. and 3:00 p.m. ("Regular Service"). At all other times, including legal holidays, Society shall be available for emergency service calls ("Emergency Service"). To contact Society for Emergency Service, the Township police department and health officer shall call Society's emergency telephone number and provide a police officer to be present during all Emergency Services. Upon receiving an emergency service call from the police department, Society shall respond within three hours. Society shall be under no obligation to respond to any calls made to the emergency service number that are not

placed by the Health Officer or Township police department. The emergency telephone number of Society is (908) 510-3541. Township agrees not to publish or otherwise disclose this emergency service number to the general public.

In addition to the above services, the citizens of the Township may request optional services for a fee that is payable to Society at the time of the service unless authorized by Health Officer. Such services may include removal of a sick or injured Wildlife from private dwellings, transportation of dogs or cats to a veterinary hospital and removal of dead dogs, cats and Wildlife, excluding deer and rodents from private property. Society reserves the right to perform such optional services at its discretion. Further, optional services will only be available during Regular Service hours unless authorized by Division of Health.

A-1. The Society shall, at the request of an owner of an unwanted animal (which does not fall in the scope of an emergency call), render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. The Society will be compensated for the cost and expense of such assistance which shall be the responsibility of the owner. The cost will be \$125 for calls outside of normal business hours and \$95 for calls during normal business hours.

B. Emergency Services: On the request of the Police Department or the Division of Health, Society will respond to any emergency defined as follows: 1) a domestic animal has been injured or bitten; 2) an individual has been bitten. Emergency treatment will be given as required by law to any obviously ill or injured domestic animal to the extent necessary to save the life of the animal. The Shelter has designated the Plainfield Animal Hospital located at 2215 Park Avenue, South Plainfield, New Jersey as the emergency veterinarian. If the above designated veterinarian is not available during an emergency, the animal will be transported to Garden State Veterinary Services located at 643 Lincoln Highway, NJ-27, Iselin, New Jersey.

Charges for such treatment will be the responsibility of the Owner if such animal is claimed, and/or the Owner identified. If no owner is identified, the Borough will be responsible for the costs incurred to provide necessary emergency care in the amount of seven hundred and fifty dollars (\$750.00) as the upper limit for emergency procedures on unclaimed animals. If emergency care is anticipated to be in excess of the specified amount the animal will be humanely euthanized by the designated veterinarian.

C. Collection of Rabies Suspect Animals: An ACO shall collect any Rabies Suspect Animal that has been identified as having bitten (a) a human being or (b) another animal. Wildlife shall not be quarantined and shall be euthanized immediately. Captured stray dogs and cats shall be held in quarantine by Society for the period prescribed by law. Society shall not collect or quarantine dogs or cats that are owned unless ordered by Health Officer to surrender to Society. Owners shall be notified by the Township's health officer for instructions on how to quarantine their dog or cat.

D. Quarantine Provisions: Any stray dog or cat charged with or suspected of biting a human being within the Township shall be impounded and quarantined and isolated from the other animals for a period of at least ten (10) days, unless directed otherwise by the local Division of Health.

Unless the animal is subsequently claimed (in which case the Owner shall be responsible for the costs of the quarantine period at a cost of twenty dollars (\$20.00) per day), the Township will not be responsible for any additional charges.

E. Trapping: Unless traps can be provided by Township, Society shall provide humane traps to residents of Township for the use of trapping community cats and other small animals depending on season and availability. Humane traps can be rented with a deposit of \$65.00 with a fee of \$5.00 a day after the first 24 hours, which will be deducted from the deposit. Large traps for dogs and other medium to large animals can be rented with a deposit of \$150.00 with a fee of \$12.50 per day after the first 24 hours which will be deducted from the deposit. 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/tenant to monitor the trap and inform the society immediately when pick up is needed. If trap is damaged or not returned, Society reserves the right to retain deposit in its entirety.

rescuing it puts human life in danger. Examples of this include, but are not limited to, rescuing animals from high, unreachable or unstable objects or structures, in swift moving or deep water, areas that require significant climbing or repelling or areas that are inaccessible without causing damage to property or person. For these types of situations, Society will direct Township to contact the county Animal Emergency Response Team who has equipment to rescue the animal safely. Society will always make reasonable attempt to handle all contractual obligations within reasonable means.

3. TOWNSHIP'S RESPONSIBILITIES

A police officer shall be present during all Emergency Services if requested by Society. Society shall be entitled to rely upon Township's and its agent's disclosures and information. For the successful and expeditious completion of the Services, Township and its agents shall diligently collaborate with Society and be responsive to any requests for information, approvals, invoices, payment requests and all other communications.

4. COMPENSATION AND PAYMENT PROCEDURE

Compensation for Services shall be \$500.00 per year (the "Services Fee") for the period of June 1, 2021 through May 31, 2022 or the option for three years with five percent increase for the second and third years (\$515.00 for 2022, \$530.45 for 2023). After hours and weekend Emergency Services shall be one hundred dollars (\$100.00) per emergency case (the "Emergency Services Fee"). Emergency calls during normal weekday operating hours is fifty dollars (\$50.00). Disbursements incurred by Society, including but not limited to, shipping of quarantined rabies specimens, travel and other similar expenses shall be reimbursable to Society and shall be included in its invoices with the addition of a ten percent (10%) administrative fee. Society shall submit monthly invoices and expenses incurred. Township shall submit payments promptly, but no later than thirty (30) days from the invoice date. Timely payment in full is a condition precedent to any duty or performance by Society.

Operational Costs	
Stray Intake	
Dogs	\$60
Cats	\$35
Livestock/Exotics/Small Animals	\$35
Intake Vaccinations	\$10 per shot
Euthanasia	\$75
Dead Body Disposal	\$25
Rabies Specimen Prep	\$25
Veterinarian Exam	\$15

State or Federal grants received by the Township in connection with services rendered pursuant to this Agreement shall be solely considered the Township's monies solely and shall be used, if necessary, to offset the cost for the provisions of services rendered.

5. TERM AND TERMINATION

The term of this Agreement shall continue to be in effect unless either party terminates the Agreement by giving written notice ninety (90) days prior to the desired date of termination. If either party materially breaches a provision of the Agreement then the other party may terminate this Agreement by giving written notice of such breach, subject to a thirty (30) day cure period. If Township is subject to any event materially affecting any of its obligations under this Agreement, then Township shall promptly notify Society in writing that such an event has occurred. Upon occurrence of such an event, Society shall have the right to terminate this Agreement with a written notice, effective immediately upon receipt.

All rights and obligations herein shall terminate beyond any termination of this Agreement, except Society's rights to receive any unpaid fees and expenses as of the effective date of such termination. Township agrees to pay such balance promptly upon such termination.

6. SCOPE OF RESPONSIBILITY AND LIABILITY

Society shall perform Services in accordance with the local standards of care and diligence normally practiced by recognized Animal Control Officers in performing services of a similar nature for similar municipalities at the time Services are performed. Society shall not be responsible for any unsafe conditions, injuries or damages that may occur during the performance of the Services. Township is expected to follow all applicable standards to maintain a safe environment and protect all affected persons and properties.

The obligations contained in this Agreement are the sole warranty obligations and the exclusive remedy of Township in respect to the quality of the Services. Society makes no warranties which are not expressly set forth herein. Society shall have no liability for any defects in the Services attributable to its use of and/or reliance upon other information furnished by or on behalf of Township.

The parties agree that any liability or obligations under this Agreement shall not include any special, punitive, indirect, incidental or consequential damages, even if a party has been made aware of the possibility of such damages. Society's total cumulative liability for those matters or claims that relate to its services under this agreement, regardless of the form of action, shall be limited to damages and/or payments which shall not exceed the amounts paid to society by Township for trailing twelve (12) month period to any claims.

Township agrees to indemnify and hold Society, its agents and employees (including the Animal Control Officers) harmless from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments against them arising out of the Services pursuant to the obligations of this Agreement. Such loss shall include, but is not limited to, special, punitive, direct or indirect, incidental or consequential damages, even if Society has been made aware of the possibility of such damages.

7. DISPUTE RESOLUTION

This agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without regard to the conflicts of laws principles.

All disputes arising in connection with this Agreement shall be first submitted to mediation between the parties in Union county, New Jersey, in accordance with the then-applicable Mediation Rules of the American Arbitration Association. If no agreement is reached within thirty (30) days, such disputes shall be finally settled within sixty (60) days by binding arbitration in Union County, New Jersey, in accordance with the then-applicable Arbitration Rules of the American Arbitration Association. Mediation and/or arbitration fees shall be divided between parties equally. Judgment on any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorneys' fees.

8. MISCELLANEOUS

Each party shall be excused from the fulfillment of any obligation related to the Agreement, except for payment obligations, under the Agreement for so long as such fulfillment may be hindered or prevented by any circumstances of force majeure such as, but not limited to, war, riot, strike, lockout, labor unrest, fire, flood, other natural catastrophe, shortage or materials or transportation, national or local government regulations or any other circumstance outside its control. If such force majeure continues for more than ninety (90) days, then the other party may immediately terminate the Agreement.

If any term or provision of the Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

This Agreement represents the entire Agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, negotiations and agreements, whether written or oral. In the event that any provision of any request or receipt issued by Township is inconsistent with the provisions of this Agreement, then the terms and conditions of this Agreement shall prevail. No amendment to this Agreement shall be effective unless it is in writing, and is signed on behalf of Society and Township by their duly authorized representatives.

This Agreement shall be effective on the date it is fully and finally executed by Society or Township, whichever is later ("Effective Date").

SOCIETY

Signature
Elijah Brice-Middleton

Title
Executive Director

Date
5/28/2021

TOWNSHIP
Signature
Angie Devaney

Title
Mayor

Date
5/26/21

