

Aranwood Kennel
100 Stag Hill Road
Mahwah NJ 07430

Contract of Services for The City of Plainfield

Contact: Richard Dubarton
Phone: 201-529-2700
Licensed Animal Control Officer

This is a contract between The City of Plainfield and Aranwood Kennel for full animal control services and animal shelter as per defined by NJ Department of Health guidelines for the sum of \$156,000 per year/\$13,000 per month to be paid within 30 days of the invoice date, effective January 1, 2024. This price will remain in effect through December 31, 2024.

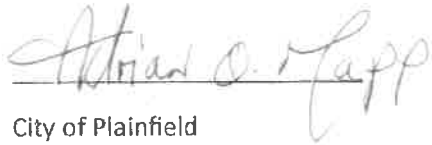
Hours of regular services as provided will be Monday through Friday 9:00am – 5:00pm. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

SERVICES TO BE PROVIDED:

1. The impounding of any animal deemed to be stray. The only animals to be impounded will be those taken by the animal control officer.
2. The impounding of any owned animal without a current registration tag on its collar.
3. Dependable and quick response to calls from the police department or division of health official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Provide the Health Officer with monthly service reports regarding at the minimum intake and disposition of animals.
5. Respond to emergency calls. These shall involve animals on public and private property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 5:00pm and 9:00am Monday through Thursday and from 5:00pm Friday to 9:00am Monday. Responses during these hours will result in no extra charge.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee. In the event that animals must be trapped on private property, animal traps will be made available to residents for an additional fee of \$60.00 for trap rental and \$60.00 service and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible wildlife from private homes will be available at a fee of \$60.00 payable by the homeowner. No additional fee if called in by division of health.

8. Dead animals on public streets will be removed and disposed of in a professional, dependable, and timely manner during regular business hours up to 4:00 PM for no additional charge. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The City Administrator or City Clerk will designate a location in the city for the disposal of small (i.e squirrels, rabbits, etc.) deceased animals picked up by the animal control officer.
9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the City.
10. The City shall provide a list of all licensed animals.
11. Rabies suspect specimens will be prepared at no additional cost, and transported to Union
12. County Health when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
13. Either Party may terminate this contract for any reason upon 90 days written notice to the non-terminating or other party.
14. If Aranwood must intercede in an emergent situation (natural disaster) that causes Aranwood to take in and house an unusual number of animals (more than 15), or a circumstance that causes Aranwood to provide extraordinary scope of services above and beyond normal animal control an additional fee to cover time and expenses will be borne by the contracting municipality. This fee will be discussed and agreed upon at the onset of the particular circumstance.
15. Animal Control 24 hours per day/seven (7) days a week.
16. Response time within one (1) hour time during normal business hours. Unless deemed an emergency response time for calls received after hours within two (2) hours. Emergency service is defined as the care of injured, trapped, sick, and animals whose lives are endangered or pose a danger to humans.
17. Animal Control to maintain fully equipped, air-conditioned operational vehicles.
18. Stray animal patrol and response by Animal Control Officer (ACO).
19. Maintain adequate, sanitary and secure kennel facilities (including isolation cages for sick or diseased animals) to house and care for stray and impounded animals for the mandatory hold periods.
20. Rescue, pick up and impoundment of stray domestic animals including dogs and cats not limited to public property.
21. Provide community education and services.
22. Provide wildlife rescue, including large, injured animals such as deer.
23. Feral and dangerous animal trapping.
24. Maintenance of lost/found files for dogs and cats.

25. Investigate all animal bite cases and follow up on all animal as well as human beings involved in animal bite cases in accordance with NJDOH guidelines and regulations.
26. Maintain on file all bite incident and animal complaint reports.
27. Disaster planning and response.
28. Report to the Division of Health any dogs or cats not currently licensed and ensure the animal is licensed before release from the shelter.
29. An Animal Control Officer will be assigned to the City of Plainfield, who will report to the Plainfield Division of Health on a working day to pick up all animal-related complaints to investigate and follow up accordingly.
30. The Contractor shall adhere to the Best Practices in Municipal Animal Control in accordance with the State of New Jersey Department of Health.



City of Plainfield

01-22-2024

Date

Richard Dubarton

Aranwood Kennel

12/26/2023

Date

Witness

Date

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 City of Plainfield ("City") located at 515 Watchung Ave, Plainfield, NJ 07060. The City 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 August 1, 2021 through July 31, 2024 inclusive, during the hours of 9:00 a.m. to 5:00 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 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 City 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 City police department. The emergency telephone number of Society is (908) 510-3541. City 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 City 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.

- 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 City'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 City 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 City will not be responsible for any additional charges.

- E. Trapping: Unless traps can be provided by City, Society shall provide humane traps to residents of City 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.

E-1. Upon the caretaker's request or in the case for the need of humane services as defined herein, feral cat colonies or individuals will remain the responsibility of the person "caretaker" maintaining feral cats. If there is a sick, rabid or injured feral 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 or individual. Cats that have an ear tip or tattoo will be released back to the location where they were picked up.

E-2. If the City should decide to provide traps to their residents – this should be done through the Health Department. Society trapping procedures must still be followed i.e. no trapping on the weekend, in inclement weather or overnight. Society can be called to retrieve these traps and once the animal has been released into the custody of the society the traps will be returned to the City. Any monetary exchange for traps owned by City will be conducted within and between the City and the resident.

E-3. Any cats eligible for TNR will be handled by the society

- F. Operation of a Shelter: Society shall maintain a shelter for lost, Stray, abandoned, Surrendered or captured dogs and cats for adoption, inspection and reunification with their Owners. The shelter shall be open to the public for at least three (3) hours a day, six (6) days a week, excluding legal holidays. The shelter is currently located at 75 Rock Avenue, Plainfield, New Jersey 07063.

Stray and captured dogs and cats shall be held by the Society for the period prescribed by the state regulations (seven days) for reunification with the Owner. If such animal has a collar, harness, or Microchip identifying its Owner, Society shall notify the Owner that the animal has to be claimed within seven (7) days of the actual notification date, otherwise the animal shall be made available for adoption or humane euthanasia at the sole and exclusive discretion of the Society. The Owner may claim such animal by providing proof of license and registration and paying of any expenses or fees regarding Society's detention, transportation, feeding, housing and provisions of healthcare for the animal. If proof of rabies vaccination and licensing cannot be provided by Owner, the veterinarian of record will provide vaccination prior to release for a fifty dollar (\$50.00) fee. After such period(s) of time, the dog or cat shall become the property of the shelter if not claimed. 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 stated above

Surrendered dogs, cats or other household pets shall be accepted by Society provided that the Owner must sign a release satisfactory to Society and pay a fee unless authorized by Health Officer for extenuating circumstances.

Monthly Activity Report: Each month Society shall provide to the police department and/or Division of Health an activity report which shall include a summary of animal control service calls; emergency calls; dogs and cats of licensing age adopted into the City; and dogs and cats reunited with the Owners without a current license and registration; and any additional reports requested by the Health Officer.

- G. Education: Humane education classes for City citizens shall be provided from time to time and by appointment at no expense to the City.
- H. OPRA: 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.

If the City requests any additional services or a change to the scope of Services, Society agrees to promptly evaluate such requests and provide a response. If an agreement is reached, it shall be reduced to writing and incorporated into this Agreement by way of an amendment. Society shall have no obligation to incorporate a change in Services without such amendment.

3. CITY'S RESPONSIBILITIES

A police officer shall be present during all Emergency Services. Society shall be entitled to rely upon City's and its agent's disclosures and information. For the successful and expeditious completion of the Services, City 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 \$10,000.00 per month (the "Services Fee") for the period of August 1, 2021 through July 31, 2024. Society shall submit monthly invoices and expenses incurred. City 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.

State or Federal grants received by the City in connection with services rendered pursuant to this Agreement shall be solely considered the City'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 City is subject to any event materially affecting any of its obligations under this Agreement, then City 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. City 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. City 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 City 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 City.

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 City for trailing twelve (12) month period to any claims.

City 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 judgements 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 City 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 City by their duly authorized representatives.

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

SOCIETY

CITY

Signature

Signature

Adrian O. Mapa, Mayor

Name

Name

Title

Title

Date

Date

100

100