



CITY OF PLAINFIELD

Health Division
510 Watchung Avenue
Plainfield NJ, 07060



ADRIAN O. MAPP
MAYOR

ATIF NAZIR
HEALTH OFFICER

To: Abby Levenson, Business Administrator & Personnel Director

From: Atif Nazir, Health Officer

Date: March 6, 2024

Subject: **Resolution Authorizing the Mayor of the City of Plainfield to Enter into an Agreement with Title Shot LLC. for Animal Control Services in the Amount of \$13,000.00 from March 12, 2024 through May 12, 2024.**

Recommendation

To pass a resolution authorizing the City of Plainfield to enter into an agreement with the Title Shot LLC, to provide full Animal Control Services and animal shelter in the City of Plainfield.

Background

Pursuant to N.J.S.A 40:48-5.1, all municipalities are required to provide full service Animal Control Program for lost and abandoned domestic and wild animals found within their borders. The City of Plainfield is satisfied with the contract performance of Title Shot LLC. and wants to enter into a contract. The Title Shot LLC, located at 173 Rt 46 West, Rockaway N.J., has the expertise and means to provide these services for the period of March 12, 2024 through May 12, 2024.

Fiscal Impact

Funds through the end of 2024 will come from the Division of Health account 4-01-20-331-001-237. Expenses for 2025 are subject to budget approval by the Plainfield City Council.

Attachments

Resolution and Agreement

Kindly present this matter at the March 11, 2024 City Council Agenda Fixing Session for consideration and for approval at the March 11, 2024 Regular City Council Meeting.

Attachments:

Contract with Title Shot LLC (PDF)

Phone: 908 753 3092 – Fax: Fax
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Website: <http://www.plainfieldnj.gov>

TITLE SHOT KENNELS ANIMAL CONTROL SERVICES AGREEMENT

This animal control services agreement ("Agreement") is made between Title Shot Kennels located at 173 Route 46, Rockaway, New Jersey 07866, and City of Plainfield ("City") located at 515 Watchung Ave, Plainfield, NJ 07060. The City agrees to retain Title Shot Kennels and Title Shot Kennels agrees to provide animal control services.

Title Shot Kennels is hereby retained as municipal dog warden for the period of March 12, 2024, through April 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 Title Shot.

2. SCOPE OF SERVICES

Title Shot'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, or injured, dogs or cats. The ACO shall capture such animals, 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 Title Shot shelter. Captured Livestock shall be returned to its Owner. Title Shot 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.

Title Shot 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, Title Shot shall be available for emergency service calls ("Emergency Service"). To contact Title Shot for Emergency Service, the City police department and health officer shall call Title Shot'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, Title Shot shall respond within three hours. Title Shot 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 Title Shot is (908) 419-4327. City agrees not to publish or otherwise disclose this emergency service number to the general public.

E-2 If the City should decide to provide traps to their residents - this should be done through the Health Department. Title Shot's trapping procedures must still be followed i.e. no trapping on the weekend, in inclement weather or overnight. Title Shot can be called to retrieve these traps and once the animal has been released into the custody of Title Shot, 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 Title Shot.

- F Operation of a Shelter: Title Shot 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 173 Route 46, Rockaway, New Jersey 07866.

Stray and captured dogs and cats shall be held by Title Shot for the period prescribed by the state regulations seven (7) days for reunification with the Owner. If such animal has a collar, harness, or Microchip identifying its Owner, Title Shot shall notify the Owner that the animal has to be claimed within seven (7) to ten (10) 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 Title Shot. The Owner may claim such an animal by providing proof of license and registration and paying of any expenses or fees regarding Title Shot's detention, transportation feeding, housing and provisions of healthcare for the animal. If proof of rabies vaccination and licensing cannot be provided by the 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 Title Shot accepts any animal and takes it into custody it shall become the property of Title Shot for the disposition stated above.

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

Monthly Activity Report: Each month Title Shot 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.

If the City requests any additional services or a change to the scope of Services, Title Shot 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. Title Shot 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. Title Shot 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 Title Shot 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 \$13,000.00 per month (the "Services Fee") for the period of March 7, 2024 through April 30, 2024. Title Shot 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 Title Shot.

In addition to the above services, the citizens of the City may request optional services for a fee that is payable to Title Shot at the time of service unless authorized Health Officer. Such services may include removal of 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. Title Shot 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 Title Shot 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 Title Shot. Title Shot will be compensated for the cost and expense of such assistance, which shall be the responsibility of the owner or City of Plainfield. 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, Title Shot 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 TLC Vet Care in Union, 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 Title Shot for the period prescribed by law. Title Shot shall not collect or quarantine dogs or cats that are owned unless ordered by Health Officer to surrender to Title Shot. 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 the City, Title Shot shall provide humane traps to residents of City for the use of trapping community cats and other small animals depending on season and availability. Human traps can be rented with a deposit of \$65 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. Title Shot 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 Title Shot immediately when pick up is needed. If trap is damaged or not returned, Title Shot 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, Title Shot 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.

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 Title Shot in writing that such an event has occurred. Upon occurrence of such an event, Title Shot 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 Title Shot'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

Title Shot 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. Title Shot 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. Title Shot makes no warranties which are not expressly set forth herein. Title Shot 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. Title Shot'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 Title Shot by City for trailing twelve (12) month period to any claims.

City agrees to indemnify and hold Title Shot, 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 Title Shot 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 of 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 Title Shot and City by their duly authorized representatives.

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

TITLE SHOT

CITY

Darren Waheed
Signature

Adrian O. Mapp 3/13/2024
Signature Mayor Adrian O. Mapp

Darren Waheed
Name

owner
Title

3/7/24
Date