

AGREEMENT FOR ANIMAL SHELTER SERVICES

ORIGINAL

This Agreement is made and entered into between Cumberland County SPCA ("CCSPCA"), a New Jersey nonprofit corporation with its principal place of business at 1244 North Delsea Drive, Vineland, NJ 08360, and the Municipality of Alloway Township, New Jersey (the "Municipality").

The Municipality wishes to enter into a contract with an animal shelter facility for the impoundment of stray and other animals of the Municipality.

CCSPCA owns and operates an animal shelter facility and wishes to enter into a contract with the Municipality for the impoundment of stray and other animals of the Municipality.

In consideration of the mutual promises, terms, conditions and covenants hereinafter set forth, the Municipality and CCSPCA agree as follows:

- 1. Services.** CCSPCA shall provide an animal shelter facility for the reception, temporary shelter and care, and humane treatment of stray and other animals of the Municipality taken into custody.
- 2. Municipality Access to Animal Shelter Facility.** CCSPCA shall provide the Municipality with access to the animal shelter facility twenty-four (24) hours, seven (7) days a week, and shall provide its animal control officers with a key to the animal control entrance to the facility.
- 3. Injured, Sick or Infant Animals Requiring Prompt Veterinary Attention.** In the event that an impounded animal of the Municipality is injured, sick or infant and requires prompt treatment or euthanasia by a veterinarian in order to stabilize that animal's condition, to alleviate pain and suffering, or to prevent the spread of disease including, but not limited to, parvovirus, the Municipality shall immediately transport that animal directly to a veterinarian, whether during CCSPCA's regular business hours or not. If the Municipality delivers such an animal to CCSPCA, CCSPCA may, in its sole discretion, refuse to receive that animal and further require that the Municipality immediately transport that animal to a veterinarian for treatment or euthanasia, the cost of which shall be borne by the Municipality. Upon the completion of treatment or euthanasia by the veterinarian, the Municipality shall transport the animal or animal carcass, respectively, to CCSPCA as well as provide CCSPCA with a veterinary bill and, in the case of a live animal, a treatment protocol.
- 4. Injured, Sick or Infant Animals Not Requiring Prompt Veterinary Attention.** In the event that an animal of the Municipality is injured, sick or infant but does not require prompt treatment or euthanasia by a veterinarian, the Municipality shall, upon its arrival, contact CCSPCA at a telephone number provided by CCSPCA.
- 5. Emergency Call-In.** In the event that the Municipality delivers an injured, sick or infant animal after CCSPCA's regular business hours and CCSPCA determines that it is reasonably necessary for the well-being of the animal or for the prevention of the spread of disease that its veterinarian or other staff member evaluate or treat the animal at CCSPCA, the Municipality shall pay an emergency call-in fee.
- 6. Death of an Animal En Route.** In the event that an animal dies en route to CCSPCA, the Municipality shall place such animal in a body bag provided for that purpose and CCSPCA shall hold such animal for such time period as may be required or allowed by law.
- 7. Animal Intake Data.** For each stray and other animal of the Municipality, the Municipality shall complete a CCSPCA intake form as well as enter intake data into the computer system of CCSPCA. For a live animal delivered for impoundment and for a dead animal delivered for disposal, the Municipality shall perform such intake work at the time of delivery of the animal to CCSPCA. For a live animal transported by the Municipality to a veterinarian for treatment or euthanasia, the Municipality shall provide such veterinarian with the number on

an intake form and shall, as soon as reasonably practicable, complete and deliver to CCSPCA such intake form and enter the intake data into the computer system of CCSPCA.

8. Period of impoundment. CCSPCA shall hold all animals of the Municipality impounded pursuant to paragraph 1 of this Agreement for at least such time period as may be required or allowed by law.

9. Owner Reclaims. CCSPCA shall be available during its regular business hours for stray and other animals of the Municipality to be lawfully reclaimed by their owners.

10. Shelter Veterinarian. CCSPCA shall have a veterinarian on staff and any veterinary services provided by CCSPCA under this Agreement shall be by its veterinarian, under his or her supervision or in accordance with a protocol he or she establishes.

11. Records. All records required by law to be maintained by CCSPCA shall be available for inspection by the Municipality during regular business hours.

12. Billing. On invoice forms supplied by the Municipality, CCSPCA shall bill the Municipality, on a monthly basis, for services, in accordance with the "Fee Schedule for Animal Shelter Services", including any medication and other veterinary services provided by CCSPCA or provided at CCSPCA's request by any outside veterinarian or veterinary hospital necessary to stabilize an animal's condition, alleviate pain and suffering or prevent the spread of disease. This Fee Schedule is made a part of and incorporated into this Agreement.

13. Payment and Financing Fees. Within thirty (30) days of the date of the invoice, the Municipality shall pay all charges billed by CCSPCA. In the event that the Municipality fails to make payment within thirty (30) days of the date of the invoice, the Municipality shall pay each month financing fees of 2% on the amount that is outstanding each month after the thirty (30) day period.

14. Disputed Charges. In the event that the Municipality has a bonafide dispute over a charge, the Municipality shall, within fourteen (14) days of the date of the invoice, provide CCSPCA with written notice of the charge that it disputes as well as the basis for such dispute and shall pay, in accordance with paragraph 12 of this Agreement, all charges not in dispute. Upon settlement of any disputed charges, the Municipality shall pay, within fourteen (14) days after the settlement or within thirty (30) days of the date of the invoice, whichever is later, all disputed charges that are properly payable as well as any financing fees.

15. Term of Agreement. This Agreement shall be for a term of one (1) year beginning January 1, 2017.

16. Termination of Agreement. Either party shall have the right to terminate this Agreement as of the end of any calendar month by giving at least 90 days' prior written notice to the other party. In the event that CCSPCA is dissolved or otherwise discontinues its operations, this Agreement shall automatically be terminated upon dissolution or discontinuance of operations.

17. Compliance with Law. CCSPCA shall be in compliance with all laws governing animal shelter facilities in New Jersey, including all regulations promulgated by the New Jersey Department of Health.

18. Applicable Law. This Agreement shall be governed by and in accordance with the laws of the State of New Jersey and of the United States without regard to conflict of laws provisions. The New Jersey state court for the County of Cumberland shall have jurisdiction to hear all disputes arising under this Agreement.

19. Contract Uncertainties and Ambiguities. This Agreement has been fully reviewed and negotiated by the parties. Accordingly, any uncertainty or ambiguity shall not be construed for or against any party based upon any attribution of drafting to either party.

Dogs & Puppies (non bite/court)	
Impounded - Flat Fee	\$100.00
In-House Minor Illness/Injury Medical Fee	\$40.00
In-House Major Illness/Injury Medical Services & Medications - fees as necessary	
Outside Illness/Injury Medical – as billed by veterinary hospital	
Impound Flat Fee includes a basic health exam performed by a veterinary technician as well as de-worming, flea treatment & appropriate vaccines . In-House Minor Illness/Injury Fee includes basic medications & administration of those medications All Illness/Injury will be billed for a Veterinary exam in addition to any medications/care provided during the animals 7 day stray hold.	

Cats (non bite/court)	
Impounded - Flat Fee	\$75.00
In-House Minor Illness/Injury Medical Fee	\$30.00
In-House Major Illness/Injury Medical Services & Medications - fees as necessary	
Outside Illness/Injury Medical – as billed by veterinary hospital	
Kittens (non bite/court)	
Impounded - Flat Fee	\$45.00
In-House Minor Illness/Injury Medical Fee	\$40.00
In-House Major Illness/Injury Medical Services & Medications - fees as necessary	
Outside Illness/Injury Medical – as billed by veterinary hospital	
Impound Flat Fee includes a basic health exam performed by a veterinary technician as well as de-worming, flea treatment & appropriate vaccines . In-House Minor Illness/Injury Fee includes basic medications & administration of those medications All Illness/Injury will be billed for a Veterinary exam in addition to any medications/care provided during the animals 7 day stray hold.	

Other Domestic Animals/Wildlife	
Receipt	\$25.00
Impoundment fee is determined on a case by case basis according to specific species needs	
Euthanasia up to 15 pounds	\$20.00
Disposal up to 15 pounds	\$10.00
Euthanasia & disposal fees for animals above 15 pounds to be determined according to weight and species specific needs.	
Veterinary services/medication fees as necessary	

Bite Case Only Impoundment (requiring 10 day state mandated hold)	
Receipt	\$20.00
Per Day	\$20.00
Euthanasia Fee - See chart	
Euthanasia w/ sedation - see chart	
If any medical treatment is required during the mandated hold time it will be billed in addition to holding fees noted above	

Court Case Impoundment	
Receipt	\$20.00
Per Day	\$30.00
Euthanasia Fee - See chart	
Euthanasia w/ sedation - see chart	
If any medical treatment is required during the impoundment time it will be billed in addition to holding fees noted above	

Other Charges	
Health Department Required Decapitation by weight	
Up to 40 pounds	\$70.00
41-60 pounds	\$85.00
61-80 pounds	\$100.00
Over 80 pounds	\$115.00
Technician Call In / Emergency	\$75.00
Vet Call In / Emergency	\$150.00
SPCA Employee Call In / Transport (covers up to 1 hr of time)	\$150.00
SPCA Employee Call In / Transport (per additional time by hour, per employee required)	\$25.00

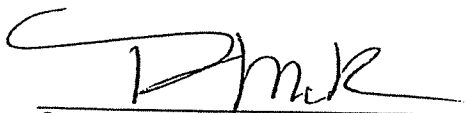
Sedation & Euthanasia by Weight (Court/Bite Cases)	Euthanasia	Sedation
Cats	\$55.00	\$10.00
Dogs & Misc. up to 50 pounds	\$80.00	\$20.00
Dogs & Misc. 51 to 99 pounds	\$105.00	\$30.00
Dogs & Misc. 100 to 120 pounds	\$130.00	\$40.00
Dogs & Misc. 121 pounds and over	\$155.00	\$55.00

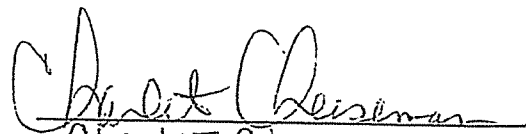
20. No Waiver. Failure to exercise, or delay in exercising, on the part of either party, any right, power, or privilege of that party under this Agreement shall not operate as a waiver thereof nor prejudice either party's right to take subsequent action.

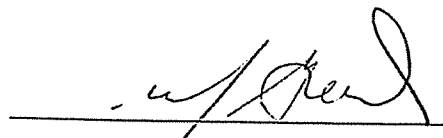
21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

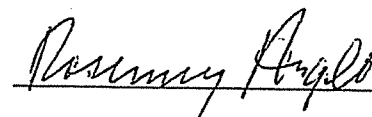
22. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties and cannot be modified, except by a writing signed by both parties.

23. Equal Employment Opportunity. Exhibit A is made a part of and incorporated into this Agreement.


P. Ed. McKelvey
MAYOR
DATE


Charlet Cheeseman
CLERK -
DATE


Beverly J. Greco
EXECUTIVE DIRECTOR
CCSPCA
DATE 1/19/17


Rosemary Angelo
PRESIDENT
CCSPCA
DATE 1/19/17

RECEIVED
APR 03 2018
ALLOWAY TOWNSHIP
CLERKS OFFICE

**AGREEMENT TO PROVIDE
MUNICIPAL ANIMAL SHELTER SERVICES**

ORIGINAL

This Agreement to Provide Municipal Animal Shelter Services ("Agreement" is made this 1st day of March, 2018, between the **CUMBERLAND COUNTY OF THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS t/a SOUTH JERSEY REGIONAL ANIMAL SHELTER (SJRAS)**, a New Jersey nonprofit corporation, with its principal place of business at 1244 North Delsea Drive, Vineland, NJ 08360; and

Alloway Township, a body corporate and politic of the State of New Jersey (the "Municipality").

Municipality has requested proposals from animal sheltering facilities to receive and shelter animals captured and impounded by the municipal certified Animal Control Officer pursuant to N.J.S.A.4:19-15.16; and

SJRAS having made a proposal to Municipality to provide animal sheltering services; and

Municipality having accepted the proposal submitted by SJRAS; and

The parties desire to enter into this Agreement to set forth the terms and conditions and rights and responsibilities of the parties relating to the provision of Animal Shelter Services.

For and In consideration of the mutual promises, terms, conditions and covenants hereinafter set forth, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows.

1. Definitions. The following words and terms, when used in this Agreement shall have the following meanings unless the context in which same are utilized clearly indicates otherwise:

a. *"Additional Shelter Services"* means those services described in paragraph 5, are not included within the Basic Shelter Services and the fees for which are not included in the Basic Contract Service Fee.

b. *"Additional Shelter Service Fees"* means those fees described in paragraph 6 charged for Additional Shelter Services. Additional Shelter Service Fees are in addition to the Basic Contract Service Fees.

c. *"Basic Shelter Service Fee"* means that fee set forth in paragraph 4 charged for Basic Shelter Services.

- d. *"Basic Shelter Services"* means housing, shelter, food, water, Basic Veterinary Care, the supply and administration of Basic Medications, the administration of medications and care prescribed by the Municipal Veterinarian and the Relocation Assistance set forth in paragraph 7.c. Basic Shelter Services also includes the quarantine of animals suspected of being rabid for the mandatory 10 day period required by N.J.A.C.8:23A-1.9(I). Basic Shelter Services does not include the sheltering or care of an animal subject to Municipally Designated Hold.
- e. *"Basic Veterinary Care"* means that level of care directed by the SJRSA Supervising Veterinarian and which can be provided by SJRSA given its limitations on personnel and/or equipment and includes routine medications. Basic Veterinary Care does not include veterinary or other medical/surgical services that require x-ray, surgery, intravenous administration of fluids, medicines or other services typically provided by Animal Hospitals as inpatient care and services or any other care or level of care that the Supervising Veterinarian determines should not be provided by SJRAS. Basic Veterinary Care does not include Emergency Veterinary Care as set forth in paragraph 10.a.
- f. *"Basic Medications"* are those listed on the attached Exhibit A. Basic Medications do not include those medications required by the Municipality's Veterinarian as set forth in paragraph 10.a, or medications that exceed "Basic Veterinary Care").
- g. *"Extraordinary Veterinary Care"* means that level of veterinary care that exceeds Basic Veterinary Care.
- h. *"Minimum Statutory Hold Periods"* means the statutory hold period of seven (7) days for stray animals pursuant to N.J.S.A. 4:19-15.16 and ten (10) days for suspected rabid animals pursuant to N.J.A.C.8:23A-1.9(I).
- i. *"Municipal Animal Control Officer"* ("ACO") means the certified animal control officer appointed pursuant to N.J.S.A. 4:19-15.16b. Municipal Animal Control Officer does not include any County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.
- j. *"Municipally Designated Hold"* means the direction of the ACO to hold an animal beyond Minimum Hold Periods, including the impoundment pursuant to N.J.S.A. 4:19-19.
- k. *"Municipal Veterinarian"* means any licensed veterinarians designated by the Municipality to which the ACO shall transport animals suspected to be sick or injured prior to delivery and acceptance by SJRAS as required by paragraph 10.a and/or the municipally designated veterinarians to whose care animals in need of Extraordinary Veterinary Care shall be taken or transferred as set forth in paragraph 10.a.

1. **"Supervising Veterinarian"** means the licensed veterinarian appointed by SJRAS from time to time pursuant to N.J.A.C. 8:23-1.1 et. seq.

2. **Term of Agreement.** This Agreement shall be for a term of beginning March 1, 2018 and terminating on December 31, 2018.

3. **Basic Shelter Services.** For and in consideration of the payment of the Basic Contract Fees, SJRSA agrees to provide Basic Shelter Services for animals captured and/or impounded by the Municipal Animal Control Officer ("ACO") pursuant to N.J.S.A. 4:19-15.16 for the Term set forth in paragraph 2. SJRAS agrees to accept stray animals captured by municipal police officers and or such other person authorized by the governing body of the municipality to impound animals in addition to the municipally designated ACO

4. **Basic Shelter Service Fee.** The Basic Shelter Service Fee for the period commencing March 1, 2018 and ending December 31, 2018 is \$11,100.00 and will be billed in accordance with the provisions of paragraph 19 and payable in accordance with the provisions of paragraph 20.

5. **Additional Shelter Services.** The following shall be considered Additional Shelter Services not included in Basic Shelter Services, the fee for which is not included in the Basic Shelter Service Fee, but for which separate fees shall be charged and payable in the amounts set forth in paragraph 6:

- a. Municipally Designated Holds.
- b. Decapitation of suspected rabid animals.
- c. Emergency Service Fees per paragraph 10.a and/or paragraph 12.

6. **Additional Shelter Service Fees.** The Additional Shelter Service fees for Additional Shelter Services set forth in paragraph 5 are:

- a. Municipally Designated Hold – twenty dollars per day commencing the day of delivery through the day 30. Thirty dollars per day for the period commencing day 31 until the day of release.
- b. Euthanasia and disposal fee of \$250 for euthanized animals during the Municipally Designated Hold Period.
- c. Decapitation - \$75
- d. Emergency Service Fee - \$150

7. **Eligible Animals.**

- a. The animals eligible for Basic Shelter Services and Additional Shelter Services pursuant to this Agreement are:
 - i. Stray domestic pets that are traditionally kept in the home for pleasure and not for commercial purposes or as food sources, such as

- a dog, cat, bird, fish, turtle, rabbits, hamsters, guinea pigs, legally permitted exotic animals such as lizards, snakes, etc., legally permitted birds.
 - ii. Stray Small livestock of 80 lbs. or less subject to available space.
 - iii. Euthanasia of wildlife when directed by the appropriate legal authority or licensed veterinarian.
- b. Animals for which are not eligible for Basic or Additional Shelter Services but for which SJRAS will assist in the transfer to a licensed wildlife rehabilitator.
 - i. Injured/Sick/Immature Wildlife indigenous to New Jersey
 - ii. Non-permitted species
 - iii. Non-native species
- c. Animals that are not eligible for Animal Shelter Services include:
 - i. Healthy Wildlife
 - ii. Livestock in excess of 80 lbs.

8. Owner Surrenders. The sheltering services to be provided by SJRAS pursuant to this agreement is for the sheltering of stray animals captured by the municipal ACO, local police and such other persons authorized by municipal government, and does not include the sheltering of animals voluntarily surrendered by owners. The sheltering of animals voluntarily surrendered by owners shall be at the owner's separate cost and expense. Should an ACO or other municipally designated person be requested by an owner to accept the surrender of an animal, the ACO or other municipally designated person shall first obtain the authorization of SJRAS to accept such surrendered animal for sheltering and shall also obtain and provide SJRAS with such documentation from the owner as may be required by SJRAS, before such animal shall be accepted by SJRAS. The failure of the ACO, local police, or other municipally authorized individual to obtain prior authorization from SJRAS to accept surrendered animals and to provide the required documentation may result in additional charges to Municipality over and above the fee to be paid pursuant to paragraph 4.

9. Municipal Registrations. For the purposes of expediting the identification and reclaiming of impounded animals, the Municipality will supply SJRAS an electronic copy of its dog and cat license lists in numerical order updated quarterly.

10. Impoundment Procedures.

- a. Emergency Veterinary Care. Prior to delivery of any animal to the SJRAS, the ACO shall inspect such animal for to determine whether the animal is in need of emergency veterinary care, and if so, the ACO shall immediately obtain such care from a licensed veterinarian. The costs of any such emergency veterinary care shall be the sole responsibility of Municipality who shall arrange for direct billing to and payment from the licensed

Veterinarian. If upon examination, the licensed veterinarian authorizes the release of the animal to SJRAS, then the ACO shall provide SJRAS with the veterinarian's discharge summary, treatment protocol and instructions for the animal's care, together with any necessary medications to treat the animal's condition. SJRAS may, in its sole discretion, refuse to receive any animal whose care requires more than Basic Veterinary Care or whose care level exceeds that which SJRAS is capable of providing in the opinion of the Supervising Veterinarian. In the event that the ACO delivers an animal that has received Emergency Veterinary Care after SJRAS' regular business hours the ACO shall notify SJRAS by telephone, at the telephone number provided by SJRAS from time to time. If, upon notification, SJRAS determines that it is reasonably necessary for the well-being of the animal or for the prevention of the spread of disease that Supervising Veterinarian or other staff member evaluate or treat the animal at SJRAS, the Municipality shall pay an emergency call-in fee as set forth in paragraph 6.

- b. SJRAS shall provide the Municipality with access to the animal shelter facility twenty-four (24) hours, seven (7) days a week, and shall provide its animal control officers with a key to the animal control entrance to the facility. The ACO shall, at the time of delivery complete an SJRAS intake form as well as enter intake data into SJRAS' computer system including available owner information. The ACO shall provide SJRAS with all known owner information for all impounded animals.
- c. In the event that a domestic animal dies en route to SJRAS, the Municipality may place such animal in a body bag provided for that purpose and SJRAS shall hold such animal for such time period as may be required or allowed by law.

11. Municipally Designated Hold. For all Municipally Designated Holds, other than those impoundments pursuant to N.J.S.A.4:19-19, the ACO shall provide SJRAS with the legal authority supporting a hold beyond the Minimum Statutory Hold Periods during which SJRAS may not release the animal to its owners.

12. Extraordinary Veterinary Care During Minimum Hold Period/Municipally Designated Hold. Should any animal require Extraordinary Veterinary Care within the Minimum Hold Period or any Municipally Designated Hold Period, SJRAS shall notify the ACO and the ACO shall transport the animal to a Municipal Veterinarian at the Municipality's cost and arrange for direct billing and payment for such care. Any Veterinary Care after the Minimum Hold Period or Municipally Designated Hold Period shall be done by SJRAS in its discretion, and at its cost. In the event that the municipal ACO is not available to transport an animal in need of immediate veterinary care and the shelter must provide transport; the municipality shall pay an emergency service fee as set forth in paragraph 6.

13. Owner Reclaims. SJRAS shall be available during its regular business hours for stray and other animals of the Municipality to be lawfully reclaimed by their owners. Any fees assessable and paid as allowed by law for the reclaim of impounded animals

(not held under municipally designated holds) shall be the sole and separate property of SJRAS. SJRAS shall allow the animal to be released to the owner in accordance with and upon the satisfaction of the requirements of N.J.S.A.4:19-15.16 (g), and any restriction by the ACO against the release of any animal to the owner, other than pursuant to N.J.S.A. 4:19-19, for which the ACO has not provided the legal authority to restrict release, shall not prevent SJRAS from releasing the animal to the owner pursuant to N.J.S.A.4:19-15.16 (g). SJRAS is not responsible for collection from the owner of any costs borne by the municipality resulting from the impounding of animals including extraordinary and emergency veterinary care.

14. Disposition of Animals after Minimum Hold Periods. SJRAS shall have sole discretion as to the disposition of any animal after the Minimum Hold Period, including but not limited to offering the animal for adoption, placement of the animal in foster care, transfer of animals to rescues or other similar facilities, or the euthanasia of any animal in the sole discretion of SJRAS.

15. Accounting for Use in Court Proceedings. Upon 48 hour prior notice, SJRAS shall provide the ACO with an accounting of charges incurred for Municipally Designated Hold animals for use by the ACO in prosecutions. Municipality may retain all amounts recovered from the responsible party in such prosecutions, but Municipality shall remain liable to SJRAS for any unpaid amounts due under this Agreement. SJRAS will not be responsible to collect any service fees from an owner resulting from services rendered in connection with an animal held for court proceedings.

16. Feral Cats/Trap, Neuter and Spay. SJRAS makes every effort to promote Trap, Neuter, Vaccinate, Return for feral cats, and return feral cats that are spayed/neutered, vaccinated, ear tipped and micro-chipped to the originating location when possible, and promote caregiver volunteerism and guardianship in accordance with municipal ordinances. Nothing contained herein includes any services by SJRAS in connection with any such program.

17. Supervising Veterinarian. SJRAS shall appoint a licensed veterinarian to serve as the Supervising Veterinarian.

18. Records. All records required by law to be maintained by SJRAS shall be available for inspection by the Municipality during regular business hours.

19. Billing. SJRAS will bill Municipality monthly for Basic Shelter Service Fees and quarterly Additional Shelter Service Fees.

20. Payment and Financing Fees. Within thirty (30) days of the date of the invoice, the Municipality shall pay all charges billed by SJRAS. In the event that the Municipality fails to make payment within thirty (30) days of the date of the invoice, the Municipality shall pay each month financing fees of 2% on the amount that is outstanding each month after the thirty (30) day period. Non-disputed amounts not paid in excess of 45 days from the due date may result in a suspension of services.

EXHIBIT "A"

BASIC MEDICATIONS

Rimadyl, cephalexin, doxycycline, amoxicillin, orbax, clindamycin, baytril, prednisone, cefa drops, clavamox, metronidazole, panacur, terbinafine, albon, strongid, tresaderm, convenia, penicillin, droncit/drontal, frontline/vectra and capstar, bravecto, triple antibiotic eye meds w/hydrocortisone, ear meds: otomite, mometamex, zymox. Vaccines: distemper (DAPPvL, HCP, CV), UltranasalFVRC (for uri), Intra Trac III (for kennel cough). Pain meds: buprenorphine. Anti inflammatory: depo medrol, benadryl (diphenhydramine), dexamethasone, ivermectin.

Parvo and heartworm tests.

RECEIVED

OCT 23 2018

ALLOWAY TOWNSHIP
CLERKS OFFICE

**AGREEMENT TO PROVIDE
MUNICIPAL ANIMAL SHELTER SERVICES**

This Agreement to Provide Municipal Animal Shelter Services ("Agreement") is made this 1st day of January, 2019, between the **SOUTH JERSEY REGIONAL ANIMAL SHELTER** (SJRAS), a New Jersey nonprofit corporation, with its principal place of business at 1244 North Delsea Drive, Vineland, NJ 08360; and

ALLOWAY TOWNSHIP, a body corporate and politic of the State of New Jersey (the "Municipality").

WHEREAS, Municipality has requested proposals from animal sheltering facilities to receive and shelter animals captured and impounded by the municipal certified Animal Control Officer pursuant to N.J.S.A.4:19-15.16 and/or municipally designated Humane Law Enforcement Officer; and

WHEREAS, SJRAS has made a proposal to Municipality to provide animal sheltering services; and

WHEREAS, Municipality has accepted the proposal submitted by SJRAS; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions and rights and responsibilities of the parties relating to the provision of Animal Shelter Services.

For and In consideration of the mutual promises, terms, conditions and covenants hereinafter set forth, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows.

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference with the same force and effect as though set out at length.

2. Definitions. The following words and terms, when used in this Agreement shall have the following meanings unless the context in which same are utilized clearly indicates otherwise:

a. "Additional Services" means those services described in paragraph 9, and which are not included within the Basic Shelter Services. The fees for Additional Services are not included in the Basic Contract Service Fee.

b. "Additional Service Fees" means those fees described in paragraph 5 charged for Additional Shelter Services. Additional Shelter Service Fees are in addition to the Basic Contract Service Fees.

c. *"Basic Shelter Service Contract Fee"* means that fee set forth in paragraph 5 charged for Basic Shelter Services and applies to the seizure and impoundment of Stray Animals only. The seizure or impoundment of any other animal shall be subject to the Additional Shelter Service Fee.

d. *"Basic Shelter Services"* means services rendered for Stray Animals and includes housing, shelter, food, water, Basic Veterinary Care, the supply and administration of Basic Medications, the administration of medications and care prescribed by the Municipal Veterinarian and the transfer assistance set forth in paragraph 10.b.

e. *"Basic Shelter Services for CSI Animals"* means housing, shelter, food and water. Basic Shelter Services for CSI Animals does not include any veterinary care or supply or administration of medications.

f. *"Basic Veterinary Care"* means veterinary care for Stray Animals at that level of care directed by the SJRSA Supervising Veterinarian and which can be provided by SJRSA given its limitations on personnel and/or equipment and includes routine medications. Basic Veterinary Care does not include veterinary or other medical/surgical services that require x-ray, surgery, intravenous administration of fluids, medicines or other services typically provided by Animal Hospitals as inpatient care and services or any other care or level of care that the Supervising Veterinarian determines should not be provided by SJRAS. Basic Veterinary Care does not include Emergency Veterinary Care as set forth in paragraph 13.a.

g. *"Basic Medications"* are those listed on the attached Exhibit A. Basic Medications do not include those medications required by the Municipality's Veterinarian as set forth in paragraph 13.a, or medications that exceed "Basic Veterinary Care").

h. *"Captured, Seized or Impounded Animals Other than Strays" ("CSI Animals")* means:

- i. Any animal surrendered to the ACO by its owner or other person charged with the care of the animal
- ii. Any animal abandoned by the owner or other person charged with the care of the animal, on the premises of, or former premises of, such person.
- iii. Litters surrendered to the ACO by the owner or other person charged with the care of the animals;
- iv. Litters, abandoned by the owner or other person charged with the care of the litter, on the premises of, or former premises of, such person.
- v. Any animal suspected of being rabid.

- vi. Any animal seized or impounded as potentially dangerous.
 - vii. Any animal seized or impounded as a result of a bite or attack.
 - viii. Any animal seized or impounded and required to be held pending the outcome of any court proceeding.
 - ix. Any animal seized or impounded as the result of any animal cruelty investigation or prosecution.
- i. *"Extraordinary Veterinary Care"* means that level of veterinary care that exceeds Basic Veterinary Care.
- j. *"Humane Law Enforcement Officer ("HLEO")* means a County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.
- k. *"Minimum Statutory Hold Period"* means the statutory hold period of seven (7) days for Stray Animals.
- l. *"Municipal Animal Control Officer" ("ACO")* means the certified animal control officer appointed pursuant to N.J.S.A. 4:19-15.16b. Municipal Animal Control Officer does not include any County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.
- m. *"Municipally Designated Hold"* means the direction of the ACO or HLEO to hold an animal beyond Minimum Hold Periods.
- n. *"Municipal Veterinarian"* means any licensed veterinarians designated by the Municipality to which the ACO shall transport animals suspected to be sick or injured prior to delivery and acceptance by SJRAS as required by paragraph 13.a and/or the municipally designated veterinarians to whose care animals in need of Extraordinary Veterinary Care shall be taken or transferred as set forth in paragraph 13.a.
- o. *"Stray Animal"* means an Eligible Animal as described in paragraph 10 that is:
- i. An animal off the premises of the owner or the person charged with the care of the animal, which is reasonably believed to be a stray.
 - ii. An animal off the premises of the owner or the person charged with the care of the animal without a current registration.
- "Stray Animal"* does not include:
- i. Any animal surrendered to the ACO by its owner or other person charged with the care of the animal

- ii. Any animal abandoned by the owner or other person charged with the care of the animal; on the premises of, or former premises of, such person.
- iii. Litters surrendered to the ACO by the owner or other person charged with the care of the animals;
- iv. Litters, abandoned by the owner or other person charged with the care of the litter, on the premises of, or former premises of, such person.
- v. Any animal suspected of being rabid.
- vi. Any animal seized or impounded as potentially dangerous.
- vii. Any animal seized or impounded as a result of a bite or attack.
- viii. Any animal seized or impounded and required to be held pending the outcome of any court proceeding.
- ix. Any animal seized or impounded as the result of any animal cruelty investigation or prosecution.
- x. Any animal designated by the ACO or Municipal Humane Law as a Municipally Designated Hold.

p. "Supervising Veterinarian" means the licensed veterinarian appointed by SJRAS from time to time pursuant to N.J.A.C. 8:23-1.1 *et. seq.*

3. Term of Agreement. This Agreement shall be for a term of beginning January 1, 2019 and terminating on December 31, 2019.

4. Shelter Services for Stray Animals. For and in consideration of the payment of the Basic Shelter Service Contract Fee, SJRSA agrees to provide Basic Shelter Services for Eligible Stray Animals seized, captured and/or impounded by the Municipal Animal Control Officer, ("ACO"), municipal police officers, and or such other person authorized by the governing body of the municipality to seize, capture and impound Eligible Animals.

5. Basic Shelter Service Contract Fee for Stray Animals. The Basic Shelter Service Contract Fee for the period commencing January 1, 2019 and ending December 31, 2019 for Basic Shelter Services provided for Stray Animals is \$13,308.00 and will be billed in accordance with the provisions of paragraph 22 and payable in accordance with the provisions of paragraph 23.

6. Basic Shelter Service for CSI Animals. SJRAS agrees to provide Basic Shelter Services for CSI Animals as defined above for the Basic Shelter Service Fee for CSI Animals as set forth in paragraph 7, housing, shelter, food, water for CSI Animals for the Shelter Fees for CSI animals. Basic Shelter Service for CSI Animals do not include any Veterinary Services.

7. **Basic Shelter Service Fees for CSI Animals.** The Basic Shelter Service Fee is twenty dollars per day per animal commencing the day of delivery through day 30. Thirty dollars per day per animal for the period commencing day 31 until the day of release.

8. **Veterinary Care and Medications for CSI Animals.** The municipality shall be responsible for SJRAS's cost of procuring medications, vaccines and parasite preventatives consistent with shelter protocols and those deemed necessary by the Supervising veterinarian plus and a fee of \$10.00 for the administration of those medications, per course of treatment, per animal. The municipality shall be responsible for Extraordinary Veterinary Care which shall be rendered by the Municipal Veterinarian.

9. **Additional Services.** The following shall be considered Additional Shelter Services not included in Basic Shelter Services, the fee for which is not included in the Basic Shelter Service Fee, but for which separate fees shall be charged and payable as follows:

- a. Decapitation of suspected rabid animals - \$75.00 per animal.
- b. Emergency Service Fees per paragraph 13.a and/or paragraph 15 - \$150.00.
- c. Euthanasia and disposal of Municipally Designated Hold animals – \$250.00 per animal.

10. **Eligible Animals.**

a. The animals eligible for Basic Shelter Services and Additional Shelter Services pursuant to this Agreement are:

- i. Domestic pets that are traditionally kept in the home for pleasure and not for commercial purposes or as food sources, such as a dog, cat, bird, fish, turtle, rabbits, hamsters, guinea pigs, legally permitted exotic animals such as lizards, snakes, etc., legally permitted birds.
- ii. Small livestock of 80 lbs. or less subject to available space.
- iii. Wildlife for whom euthanasia is directed by the appropriate legal authority or licensed veterinarian.

b. Animals for which are not eligible for Basic or Additional Shelter Services but for which SJRAS will assist in the transfer to a licensed wildlife rehabilitator.

- i. Injured/Sick/Immature Wildlife indigenous to New Jersey
- ii. Non-permitted species
- iii. Non-native species

c. Animals that are not eligible for any service include:

- i. Healthy Wildlife
- ii. Livestock in excess of 80 lbs.

11. Owner Surrenders. The sheltering services to be provided by SJRAS pursuant to this agreement is for the sheltering of stray animals captured by the municipal ACO, local police and such other persons authorized by municipal government, and does not include the sheltering of animals voluntarily surrendered by owners. The sheltering of animals voluntarily surrendered by owners shall be at the owner's separate cost and expense. Should an ACO or other municipally designated person be requested by an owner to accept the surrender of an animal, the ACO or other municipally designated person shall first obtain the authorization of SJRAS to accept such surrendered animal for sheltering and shall also obtain and provide SJRAS with such documentation from the owner as may be required by SJRAS, before such animal shall be accepted by SJRAS. The failure of the ACO, local police, or other municipally authorized individual to obtain prior authorization from SJRAS to accept surrendered animals and to provide the required documentation may result in additional charges to Municipality over and above the fee to be paid pursuant to paragraph 5.

12. Municipal Registrations. For the purposes of expediting the identification and reclaiming of impounded animals, the Municipality will supply SJRAS an electronic copy of its dog and cat license lists in numerical order updated quarterly.

13. Intake Procedures.

a. Emergency and Immediate Veterinary Care. Prior to delivery of any animal to the SJRAS, the ACO shall inspect such animal for to determine whether the animal shows signs of sickness or injury, and if so, the ACO shall immediately obtain such care from a licensed veterinarian; this may be obtained from the shelter veterinarian if he or she is available. The costs of any such outside veterinary care shall be the sole responsibility of Municipality who shall arrange for direct billing to and payment from the licensed Veterinarian. If upon examination, the licensed veterinarian authorizes the release of the animal to SJRAS, then the ACO shall provide SJRAS with the veterinarian's discharge summary, treatment protocol and instructions for the animal's care, together with any necessary medications to treat the animal's condition. SJRAS may, in its sole discretion, refuse to receive any animal whose care requires more than Basic Veterinary Care or whose care level exceeds that which SJRAS is capable of providing in the opinion of the Supervising Veterinarian. In the event that the ACO delivers an animal that has received Emergency Veterinary Care after SJRAS' regular business hours the ACO shall notify SJRAS by telephone, at the telephone number provided by SJRAS from time to time. If, upon notification, SJRAS determines that it is reasonably necessary for the well-being of the animal or for the prevention of the spread of disease that Supervising Veterinarian or other staff member evaluate or treat the animal at SJRAS, the Municipality shall pay an emergency call-in fee as set forth in paragraph 8.

b. Intake of multiple animals from a single source requires prior notification and arrangements with shelter management.

c. SJRAS shall provide the Municipality with access to the animal shelter facility twenty-four (24) hours, seven (7) days a week, and shall provide its animal control officers with a key to the animal control entrance to the facility. The ACO shall,

at the time of delivery complete an SJRAS intake form as well as enter intake data into SJRAS' computer system including available owner information. The ACO shall provide SJRAS with all known owner information for all impounded animals. In order to keep medical costs down in the matter of disease control, ACO's are required to clean crates, carriers and other equipment with a broad spectrum disinfectant approved by the NJHD after the handling of each animal.

d. In the event that a domestic animal dies en route to SJRAS, the Municipality may place such animal in a body bag provided for that purpose and SJRAS shall hold such animal for such time period as may be required or allowed by law.

14. Authority for Municipally Designated Holds. For all Municipally Designated Holds, the ACO shall provide SJRAS with the legal authority supporting a hold beyond the Minimum Statutory Hold Periods during which SJRAS may not release the animal to its owners.

15. Extraordinary Veterinary Care During Minimum Hold Period/Municipally Designated Hold Should any animal require Extraordinary Veterinary Care, SJRAS shall notify the ACO/HLEO and the ACO/HLEO shall transport the animal to a Veterinarian selected by such officer, at the Municipality's cost and arrange for direct billing and payment for such care. In the event that the municipal ACO is not available to transport an animal in need of immediate veterinary care and the shelter must provide transport; the municipality shall pay an emergency service fee as set forth in paragraph 8. Any Veterinary Care after the Minimum Hold Period or Municipally Designated Hold Period shall be done by SJRAS in its discretion, and at its cost.

16. Owner Reclaims. SJRAS shall be available during its regular business hours for stray and other animals of the Municipality to be lawfully reclaimed by their owners. Any fees assessable and paid as allowed by law for the reclaim of impounded animals (not held under municipally designated holds) shall be the sole and separate property of SJRAS. SJRAS shall allow the animal to be released to the owner in accordance with and upon the satisfaction of the requirements of N.J.S.A.4:19-15.16 (g), and any restriction by the ACO against the release of any animal to the owner, other than pursuant to N.J.S.A. 4:19-19, for which the ACO has not provided the legal authority to restrict release, shall not prevent SJRAS from releasing the animal to the owner pursuant to N.J.S.A.4:19-15.16 (g). SJRAS is not responsible for collection from the owner of any costs borne by the municipality resulting from the impounding of animals including extraordinary and emergency veterinary care.

17. Disposition of Animals after Required Holds. SJRAS shall have sole discretion as to the disposition of any animal after the expiration of any applicable required hold period including but not limited to, offering the animal for adoption, placement of the animal in foster care, transfer of animals to rescues or other similar facilities, or the euthanasia of any animal in the sole discretion of SJRAS.

18. Accounting for Use in Court Proceedings. Municipal requests for an accounting of charges incurred for CSI Animals for use in court proceedings must be made at least three (3) business days in advance of the hearing. Requests may be emailed to :

administrator@sjras.org, or by written request on forms established by SJRAS. Municipality may retain all amounts recovered from the responsible party in such prosecutions, but Municipality shall remain liable to SJRAS for any unpaid amounts due under this Agreement. SJRAS will not be responsible to collect any service fees from an owner resulting from services rendered in connection with an animal held for court proceedings.

19. Feral Cats/Trap, Neuter and Spay. SJRAS makes every effort to promote Trap, Neuter, Vaccinate, Return for feral cats, and return feral cats that are spayed/neutered, vaccinated, ear tipped and micro-chipped to the originating location when possible, and promote caregiver volunteerism and guardianship in accordance with municipal ordinances. Nothing contained herein includes any services by SJRAS in connection with any such program.

20. Supervising Veterinarian. SJRAS shall appoint a licensed veterinarian to serve as the Supervising Veterinarian.

21. Records. All records required by law to be maintained by SJRAS shall be available for inspection by the Municipality during regular business hours.

22. Billing. SJRAS will bill Municipality monthly for Basic Shelter Service Fees and quarterly Additional Shelter Service Fees.

23. Payment and Financing Fees. Within thirty (30) days of the date of the invoice, the Municipality shall pay all charges billed by SJRAS. In the event that the Municipality fails to make payment within thirty (30) days of the date of the invoice, the Municipality shall pay each month financing fees of 2% on the amount that is outstanding each month after the thirty (30) day period. Non-disputed amounts not paid in excess of 45 days from the due date may result in a suspension of services.

24. Disputed Charges. In the event that the Municipality has a bonafide dispute over a charge, the Municipality shall, within fourteen (14) days of the date of the invoice, provide SJRAS with written notice of the charge that it disputes as well as the basis for such dispute and shall pay, in accordance with paragraph 23 of this Agreement, all charges not in dispute. Upon settlement of any disputed charges, the Municipality shall pay, within fourteen (14) days after the settlement or within thirty (30) days of the date of the invoice, whichever is later, all disputed charges that are properly payable as well as any financing fees.

25. Compliance with Law. SJRAS shall be in compliance with all laws governing animal shelter facilities in New Jersey, including all regulations promulgated by the New Jersey Department of Health.

26. Applicable Law/Jurisdiction. This Agreement shall be governed by and in accordance with the laws of the State of New Jersey and of the United States without regard to conflict of laws provisions. The New Jersey state court for the County of Cumberland shall have jurisdiction to hear all disputes arising under this Agreement.

27. Contract Uncertainties and Ambiguities. This Agreement has been fully reviewed and negotiated by the parties. Accordingly, any uncertainty or ambiguity shall

EXHIBIT "A"

BASIC MEDICATIONS

Rimadyl, cephalexin, doxycycline, amoxicillin, orbax, clindamycin, baytril, prednisone, cefa drops, clavamox, metronidazole, panacur, terbinafine, ponazuril, strongid, tresaderm, convenia, penicillin, droncit/drontal, frontline/vectra and capstar, bravecto, triple antibiotic eye meds w/hydrocortisone, ear meds: otomite, mometamex, zymox. Vaccines: distemper (DAPPvL, HCP, CV), UltranasalFVRC (for uri), Intra Trac III (for kennel cough). Pain meds: buprenorphine. Anti inflammatory: depo medrol, benadryl (diphenhydramine), dexamethasone, ivermectin.

Parvo and heartworm tests.

ORIGINAL

RECEIVED
DEC 04 2019
ALLOWAY TOWNSHIP
CLERKS OFFICE

Voorhees Animal Orphanage
419 Cooper Rd, Voorhees, NJ 08043
Phone: 856 627-9111 856 627-6656
www.vaonj.org

SHELTER SERVICES AGREEMENT

This agreement is made on 12/3/19 by and between Voorhees Animal Orphanage, Inc. ("VAO"), with its principal place of business located at 419 Cooper Road, Voorhees, New Jersey, 08043, and Township of Alloway, a body politic and corporate, with its principal place of business located at 49 S Greenwich St., Alloway, 08001 New Jersey.

WITNESSETH:

WHEREAS, the Municipality requires the provisions of animal shelter services; and

WHEREAS, VAO is able to competently provide to the Municipality the required shelter services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereby agree as follows:

1. **TERM.** The term of this agreement shall be for 1 year, commencing on January 1, 2020 and running through January 1, 2021.
2. **SCOPE.** VAO shall provide the following services in accordance with applicable federal, state and local laws, statutes, rules and regulations:
 - A. House, shelter, feed, and care for all felines and canines found or otherwise acquired by or in the Municipality, with the exception of any injured or sick felines or canines obtained within the Municipality that have been diagnosed with or are suspected of having a communicable disease, which are determined by the VAO to endanger the health of the other animals at the shelter. In addition, any felines or canines adopted from another shelter, including but not limited to Animal Adoption Center, Camden County Animal Shelter, and Animal Welfare Association, must be returned to original shelter if possible, unless a surrender to VAO is approved by the VAO Director or VAO Kennel Manager.
 - B. Treat as medically necessary, or euthanize on the recommendation of a veterinarian all animals found or otherwise acquired by or in the Municipality, which are impounded at the shelter. With the exception of those found seriously ill or injured by the Animal Control Officer, in which case appropriate emergency treatment must be provided by a veterinarian at the sole cost and expense of the Municipality, before said animal is surrendered to the shelter. If, within 24 hours of being received into the shelter, it is determined an animal should have

received emergency veterinary care before being brought to the shelter, the township will be responsible for reimbursing VAO the costs of the emergency treatment that VAO incurs for said animal within thirty (30) days of invoice.

- C. Euthanize animals when necessary, pursuant to VAO policy, found or otherwise acquired by or in the Municipality, which are impounded at the shelter.
- D. Sterilize and release any feral animals which pose no threat to the health of the public.

3. MUNICIPALITY RESPONSIBILITIES.

- A. The Municipality shall compensate VAO for being the intake shelter of Alloway Township: \$3000 per 12months , payable on a monthly basis at \$250, due within 30 days of the invoice date. A charge of \$100 per animal, placed with VAO, will also be assessed.
- B. The Municipality shall be responsible for the reimbursement of all costs for emergency medical attention that is required for an impounded animal that is delivered to the shelter by the Municipality's Animal Control Officer, when that animal should have received emergency medical attention pursuant to N.J.A.C. 8:23A-1.12 prior to delivery to the shelter.
- C. The Municipality shall give notice to VAO of any planned action which may result in the Municipality's Animal Control Officer's placement of 7 or more animals from a single household, colony, trapping action or other planned action. 48 hours' notice must be given for any such placement by the Municipality's Animal Control Officer, unless the placement will occur on a holiday in which case 72 hours' notice must be given. Notice shall include the approximate number and type of animals, the municipality of origin, and the anticipated condition of these animals. Notice may be given via phone or in person by the Municipality's Animal Control Office, VAO Director, or Kennel Manager, but not via email or phone message, or to anyone else.
- D. For any animals placed at VAO which must be held pending a resolution by the Courts or by another determination out of the control of VAO, the Municipality shall be billed at a rate of \$25 per day per animal.
- E. Unless previously approved by the VAO Director, or the Kennel Manager, no more than 40 animals per one Monday through Sunday week (7 day) period may be brought to VAO from one Municipality.
- F. Payment for invoices shall be made by the Municipality within thirty (30) days after receipt of invoice for service. Payments made thereafter shall be subject to a late payment charge on the unpaid balance remaining at a rate of ten percent (10%) per annum. Should the Municipality fail to pay any invoice, and such failure is not cured within sixty (60) days, VAO shall be

permitted to suspend service without any further written notice of same. At VAO's discretion, VAO may pursue any available remedy at law or in equity in addition to collecting the late payment charge and/or any outstanding principal amount due from the Municipality under the provisions of this Agreement for its Term. This provision shall survive the termination of this Agreement, subject to the limitations and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-2, all rules, regulations made pursuant to same, and all other applicable law.

G. The Municipality and VAO, respectively, shall defend, indemnify and hold harmless the other party, its officers, agents and employees, from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Municipality's or VAO's, its officers', agents', and employees' intentional or negligent acts or omissions in connection with this agreement.

4. **OTHER CHARGES.** VAO retains the right to impose fees on the Municipality's residents for, among other things, the reclamation, adoption and/or surrender of an animal pursuant to this list of charges attached hereto and made a part hereof. VAO reserves its right to amend its charges consistent with the proper fiscal management of the shelter.

5. **WHO IS BOUND.** Each person who signs this Agreement is bound by this Agreement. Anyone who succeeds to any party's rights and responsibilities, such as heirs or the executor of a Part's estate, is also bound.

6. **AUTHORIZATION.** The parties hereby represent and warrant that they each have the requisite power and authority to make and perform the obligations under this Agreement, and that the execution of this Agreement has been duly authorized by all requisite corporate action, if necessary.

7. **CAPTIONS.** The captions in this Agreement are inserted only as a matter of convenience and for ease of reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement, nor shall they in any way affect this Agreement or the construction of any provision.

8. **ENTIRE AGREEMENT.** This Agreement sets forth all promises, agreements, conditions and understandings, either oral or written among them or other than as are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding on any party unless made in writing, approved in writing by the board of directors and signed by all parties.

9. **COUNTERPARTS AND FACSIMILE.** This Agreement may execute in one or more counterparts, including

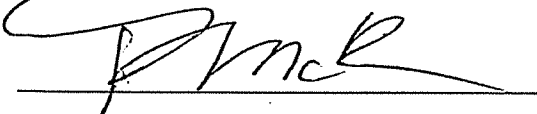
by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Municipal Representative:

P. Ed McKelvey

Printed Name



Signature

MAYOR 12/19/19

Title

Date

VAO Representative:

Dawn Mason

Printed Name



Signature

VAO Director 12/3/19

Title

Date