



**Cumberland County SPCA
&
South Jersey Regional Animal Shelter
1244 North Delsea Drive
Vineland, NJ 08360**

**Phone: 856-691-1500
Fax 856-691-2703**

November 21, 2016

Dear Sirs,

Enclosed please find a copy of the 2017 Agreement for Animal Shelter Services and the Fee Schedule for Animal Services. The fees are effective as of January 1, 2017 through December 31, 2017. All municipal contracts run on a calendar year fee schedule. The NJ Department of Health now requires that every animal in need of medication must be personally examined by a licensed veterinarian with complete and separate patient records and medications being kept for each individual animal. This new administrative code has significantly impacted our costs and has forced some changes in the 2017 fee schedule.

To help keep your costs down, we encourage you to:

1. Have court cases involving impounded animals scheduled promptly and without delays.
2. Perform dog and cat census regularly and enforce licensing.
3. Consider ordinances that require microchipping and court ordered spay/neuter for running at large offenders.
4. Help curb pet overpopulation by encouraging spay/neuter in any way possible.
5. Report illegal breeding to your local Health Department.

Each animal housed at our facility is documented with originating information from the A.C.O for record keeping purposes. This allows municipalities to account for monies spent on both Animal Control and impoundment contracts. Our computer system also retains these records so that we may locate offenders of stray animal ordinances and provide information for animal control court proceedings such as running at large or potentially dangerous hearings.

Owners reclaiming pets are encouraged to take advantage of our low cost spay/neuter services which helps curb stray numbers and reduce the number off unwanted animals. Spay/neuter ordinances requiring pets to be fixed are also something that would help lower your animal control and impoundment costs. There are also municipal grants available through organizations such as Petsmart Charities that can provide funds for spay/neuter programs. I would be happy to help anyone in your municipal offices with pursuing such grants.

Effective animal control is a multi-faceted effort which when properly implemented includes: call response, pick-up, enforcement of NJ Title 4-19 Animal Control laws (licensing, running at large, impounding, census, etc.), housing, health care and promotion of spay and neuter. The combination of these aspects facilitates accountability, population control and responsible animal stewardship.

Animals received into our shelter receive general health checks which include age appropriate distemper/parvo vaccine, intestinal worm medication, canine heartworm tests and flea& tick treatment. Every animal adopted from our shelter is altered before going home. Low cost spay/neuter services, seasonal vaccine clinics as well as microchip identification; are available to all pet owners.

Our facility located on North Delsea Drive in Vineland has 58 large indoor/outdoor kennel runs, 140 stainless steel cat cages, small animal holding area (reptiles, birds, rabbits, etc.) a outdoor enclosures for small livestock. We encourage you and your representatives to tour our facility at your convenience.

If you wish to implement the contract, please contact me to confirm services. Contracts are taken on a first come, first serve basis as space is limited. We also urge you to review your municipal ordinances involving animals. Comprehensive codes can greatly reduce the cost of your Animal Control and Impoundment fees. Consideration should be given to animal limits, cat licensing, trap/neuter/release programs, mandatory spay/neuter for animals found running at large, micro chipping and performing a regular animal census.

We appreciate the opportunity to serve you and your residents. You may reach me at (856)362-5428 with any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Beverly J. Greco". The signature is fluid and cursive, with the first name being the most prominent.

Beverly J. Greco
Executive Director

AGREEMENT FOR ANIMAL SHELTER SERVICES

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 Elmer Borough, 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.

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.



MAYOR DATE



CLERK DATE 1/9/17



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



Rosemary Angelo DATE 1/19/17
PRESIDENT
CCSPCA

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

COMPANY: CCSPCA

PRINT NAME: Beverly J. Greco

DATE: 11/15/16

SIGNATURE: _____

TITLE: _____

Executive Director

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 3/1/18, by and between Voorhees Animal Orphanage, Inc. ("VAO"), with its principal place of business located at 419 Cooper Road, Voorhees, New Jersey, 08043, and Borough of Elmer, a body politic and corporate, with its principal place of business located at 120 South Main Street, Elmer, New Jersey 08318.

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 March 1, 2018 and running through March 1, 2019.
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 Elmer Borough: \$1000 per 12 months, payable on a quarterly basis at \$250 per quarter, 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:

VAO Representative:

Joseph Stemberger

Printed Name



Signature

MAYOR 02/26/2018
Title Date

Dawn Mason

Printed Name



Signature

VAO Director 2/21/18
Title Date

Borough of Elmer

120 S. Main Street, P.O. Box 882
Elmer, New Jersey 08318

MAYOR
Joseph P. Stemberger (358-2509)
BOROUGH CLERK
Sarah D. Walker
CHIEF FINANCIAL OFFICER
Cynthia A. Strang, CFO (521-0530)

TELEPHONE 856-358-4010
FAX 856-358-8019
www.elmerboroughnj.com

BOROUGH COUNCIL
Lynda Davis (358-3801)
Cynthia L. Nolan (305-0345)
R. Matthew Richards (856) 207-1973
Steven A. Schalick (498-6850)
Lewis M. Schneider (358-7467)
James Zee III (609) 774-8628

February 27, 2018

Dawn Mason
Voorhees Animal Shelter
419 Cooper Rd.
Voorhees, NJ 08043

Dear Dawn,

Please find enclosed an executed copy of the 2018 contract with the Borough of Elmer.
Thank you for your timely response to all of our requests and we look forward to working with you!

If you have any questions let me know; my phone number is (856) 358-4010 x110 and you have my email (clerk@elmerboroughnj.com).

Sincerely,



Sarah D. Walker, RMC, CMR
Borough Clerk

Enclosures

VOORHEES ANIMAL ORPHANAGE

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

February 21, 2018

Elmer Borough
120 South Main Street
Elmer, New Jersey 08318

Re: 2018 Contract – Shelter Services Agreement Proposal Voorhees Animal Orphanage, Inc.

Dear Sarah Walker:

Enclosed please find a proposed Shelter Services Agreement between the Municipality and Voorhees Animal Orphanage, Inc. ("VAO").

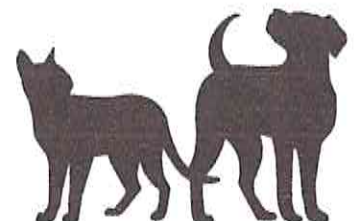
I have enclosed copies of the contract for your signature. Please execute both copies, keep one (1) original for your records, and forward the second executed contract to me via email (dawn@thevaonj.org) or mailed to my attention to Voorhees Animal Orphanage, 419 Cooper Rd, Voorhees, New Jersey 08043.

Please feel free to contact me by phone at 856-627-6455, if you have questions. We are looking forward to working together and saving lives.

Very truly yours,



Dawn Mason
Operations Director
Voorhees Animal Orphanage



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

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- A. The Municipality shall compensate VAO for being the intake shelter of Elmer Borough: \$1000 per 12months , payable on a quarterly basis at \$250 per quarter, 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:

VAO Representative:

JP STEMBERGER

Printed Name

[Signature]

Signature

MAYOR 02/18/19

Title

Date

Dawn Mason _____

Printed Name

[Signature]

Signature

VAO Director 2/7/19

Title

Date

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 1/7/20, by and between Voorhees Animal Orphanage, Inc. ("VAO"), with its principal place of business located at 419 Cooper Road, Voorhees, New Jersey, 08043, and Borough of Elmer, a body politic and corporate, with its principal place of business located at 120 South Main Street, Elmer, New Jersey 08318.

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 March 1, 2020 and running through March 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 Elmer Borough: \$1000 per 12months , payable on a quarterly basis at \$250 per quarter, 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 NJ.A.C. 8:23A-1.12 prior to delivery to the shelter.
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- 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.
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- 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.

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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:

VAO Representative:

Joseph P. Stemberger

Printed Name



Signature

Mayor

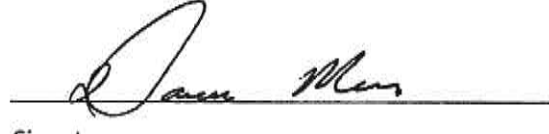
Title

2/12/2020

Date

Dawn Mason

Printed Name



Signature

VAO Director

Title

1/7/20

Date