

BE IT RESOLVED, by Mayor and Borough Council of the Borough of Spring Lake that the Mayor and Borough Clerk be and hereby are authorized to execute an Agreement with the Associated Humane Society for animal control services for the year 2023.


MAYOR JENNIFER-NAUGHTON

Dina M. Zahorsky
DINA M. ZAHORSKY, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MR. FROST					✓	
MR. JUDGE			✓			
MR. ERBE			✓			
MISS MCDONOUGH		✓	✓			
MR. SAGUI			✓			
MS. WHALLEY	✓		✓			
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on November 14, 2022.

Borough Clerk



**ASSOCIATED
HUMANE SOCIETIES**

EXECUTIVE OFFICES/
ESSEX COUNTY BRANCH
124 Evergreen Avenue
Newark, NJ 07114-2133
P 973-824-7080
F 973-824-2720
E ContactUs@AHScares.org

OCEAN COUNTY BRANCH
HOME OF POPCORN PARK
Humane Way – PO Box 43
Forked River, NJ 08731-0043
P 609-693-1900
F 609-693-8404
E NJhumane@ahsppz.org

MONMOUTH COUNTY
BRANCH
2960 Shafto Road
Tinton Falls, NJ 07753-7608
P 732-922-0100
F 732-922-4032
E TintonFallsAHS@ahsppz.org

www.AHScares.org

January 18, 2023

*Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762*

Attn: Dina M. Zahorsky, RMC, CMR

Re: Contract for Animal Control, 2023

Dear Ms. Zahorsky:

Enclosed please find a fully executed copy of the Contract for Animal Control Services between the Township and the Society for the year 2023. We have retained one copy for our records.

If you have any questions or concerns, please do not hesitate to contact our offices in Newark.

We look forward to working with you in the upcoming months.

Best regards,

Pamela Parisio

*Pamela Parisio
Executive Assistant*

Encs. 1



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THIS AGREEMENT is made this 1 day of January 2023 by and between the **ASSOCIATED HUMANE SOCIETIES, INC.**, a 501C(3), non-profit corporation organized under State and Federal law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 07114, hereinafter referred to as the "Society," and the **BOROUGH OF SPRING LAKE**, a municipal corporation of the State of New Jersey, having its principal offices at 423 Warren Avenue, Spring Lake, New Jersey 07762 hereinafter referred to as the "Municipality".

WHEREAS the Municipality wishes to retain the Society for the provision of Animal Control Services, as defined herein;

NOW, THEREFORE, the Society and the Municipality agree as follows:

Provision of Services:

The Society shall provide Animal Control Services (defined below) for the Municipality as an independent contractor for a period of one year beginning on the 1st day of January 2023 and ending on the 31st day of December 2023. Animal Control Services shall be provided Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. Animal Control Services shall also be provided on weekends, holidays and after 5:00 p.m. weekdays.

Payment for Services:

The Municipality will pay the yearly sum of \$12,000.00 to the Society for the provision of Animal Control Services, said sum to be prorated payable on a monthly basis of \$1,000.00 per month. Payment for all services, including for Additional Services and expenses as stated herein, are due thirty (30) days after the presentment of an invoice and/or Municipal voucher executed by the appropriate party unless express terms to the contrary are agreed upon by the Society. There will be a two (2%) percent late fee imposed per month if payment is over thirty (30) days past due. **If non-payment goes beyond sixty (60) days, services will be suspended until paid in full (including interest, costs and expenses).** It is expressly understood and agreed that the Society is not obligated to incur any cost, expense or legal fee as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such cost, expenses and/or legal fees shall be the sole responsibility of the Municipality and included in payment in full.

Animal Control Services Defined:

For purposes of this Agreement, Animal Control Services are defined as: the rescue, recovery and care of injured animals, trapped animals, sick animals, animals whose lives are endangered and animals that present a danger to humans or other animals, including those who have bitten humans or other animals.

It is expressly understood, except as otherwise stated, that the Animal Control Services to be provided by the Society include the costs and expenses incurred by the Society in the maintenance of custodial facilities and vehicles to be used by the Society's Animal Control Officers.

The Animal Control Services provided to the Municipality shall be performed by an Animal Control Officer employed by the Society. It is expressly understood that the Animal Control Officer is not a law enforcement officer, shall not put his or her life in peril, and accordingly, in certain situations, local police presence may be requested and required for the Animal Control Officer to respond. The Animal Control Officer shall be an employee of the Society.

Animal Control Services under this Agreement are subject to the following terms and conditions:

1. Marine mammals are specifically excluded from the definition of Animal Control Services under this Agreement.
2. Dead deer are **specifically excluded from the definition of Animal Control Services under this Agreement**. The Society will not be responsible for handling deer carcasses, provided however, that the Society shall retrieve infirm, injured deer and orphaned fawns.
3. The Society will not trap or rescue Canada Geese, unless same are in need of veterinary care.
4. There will be no additional charge for trapping or picking up bats or injured wildlife.
5. Dead animals, **excluding deer**, will be picked up with no extra charge.
6. The Society will not pick up live rats, mice, moles or voles or any other small rodents.
7. Trapped healthy animals that do not pose a threat or safety risk to the public shall be released at or near the area of capture in accordance with standard rules and regulations of the industry.

8. The Society shall, at the request of a municipal resident who is the owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. However, such assistance is not within the scope of Animal Control Services under this Agreement. The owner shall be responsible for payment to the Society of the costs and expenses of such assistance, (\$95.00 Monday through Friday 9am to 5pm, standard business hour, \$125.00 all other times) and should the owner fail to pay, said costs and expenses shall be the responsibility of the Municipality.

9. The Society will not trap or pick up feral cats, unless they are part of a TNVR (Trap, Neuter, Vaccinate Return) Program authorized by the Municipality. In those cases, the Society will work with the TNVR Program to trap, spay/neuter, vaccinate and release the cat back to the area they were trapped as "Additional Services." Such Additional Services will incur a charge of \$50.00 per cat. If the Society cannot collect this fee from the TNVR Program, the Municipality will be responsible for the Additional Services fees.

10. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs (and after a seven (7) day hold period), it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption, if possible, or humanely euthanized at the sole and exclusive discretion of the Society.

11. Upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of \$95, Monday through Friday, 9:00 a.m. until 5:00 p.m. (standard business hours). There will be a \$125 fee for other times. In addition, the owner shall be responsible for the costs for each day the animal has been impounded as stated below:

\$4.00 per day under State Law for the first seven (7) days (unless ownership of the animal is established prior to the end of the seven (7) days and said owner does not redeem his animal.) Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership or a current license. The owner will be charged \$12.72 per day for each additional day for boarding once the initial seven (7) day period has passed. In addition, the owner shall be responsible for the costs of any vaccine given.

12. Any owned animal without a current license and/or rabies certificate shall be reported by the Animal Control Officer to the Municipality. The owner will be given seven (7) days to register the animal for a license or a summons will be issued providing the Municipality supplies Summons books. The Animal Control Officer is responsible for following up and issuing a summons, if necessary.

13. As per N.J.S.A. 4:19-32, the Society will inspect the enclosure and the owner's property of a potentially dangerous dog, at least monthly, to determine continuing compliance

with paragraphs (2) and (3) of subsection A of N.J.S.A. 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.

14. The Society shall not provide census or canvassing services for license compliance within the Municipality. Under N.J.A.C. 4:19-15.15, the Municipality must appoint a party or agency to canvas for owned animals.

15. Any stray dog or cat or any other animal taken into custody by the Society and charged with biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.

16. In case of potential rabies exposure, the cost of transportation of the head of an animal suspected of rabies to the State Department of Health shall first fall to the owner of the animal and, if no known owner, shall be provided by the Society, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.

17. Removal of an animal, including wildlife, within the living space, inside the walls or ceiling of a home, apartment building or garage is not covered under this Agreement as Animal Control Services. The Society will respond to those calls; however, the owner of the premises will be charged \$95.00 per hour during regular business hours and \$125.00 per hour after standard business hours. If the owner fails to pay, the municipality shall be responsible for payment. If the animal is physically in the resident's living space and posing a threat to the well-being of the resident, there will be no charge for the removal of the animal.

18. The Municipality shall be charged an additional boarding fee of \$20.00 per day, payable monthly, for any animal, which upon request from the Municipality, shall be boarded as part of a Court case or upon order from the Health Department or a Court directive to impound such animal. After ninety (90) days, it is the responsibility of the Municipality to find alternate kenneling/housing for any Court-held animal. The Society cannot continue to hold animals beyond ninety (90) days for reasons that include capacity issues and the health of the animal and costs involved. The Municipality agrees to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such, the cost shall be the responsibility of the owner or, if the owner fails to pay, then of the Municipality.

Emergencies:

Upon a request from the Municipality, the Society shall respond to any emergency as defined herein. Emergency treatment will be provided to ill or injured animals as required by State law and regulation. The Society reserves the right, at its sole discretion, to determine if the animal requires transportation to an emergency clinic on nights, weekends, or holidays when our own veterinarians are not available.

If there is no known owner, the cost and expense incurred by the Society for emergency treatment will be the responsibility of the Municipality, except that, if the owner is known, the

costs of emergency treatment will be charged to the owner. However, if the owner fails to pay the costs of emergency treatment, said costs shall be paid to the Society by the Municipality.

Response time to an emergency will be no longer than one (1) hour during normal business hours of operation. All calls to the Society for Animal Control Services after normal business hours, must be received through the Police Department or Health Department of the Municipality. Residents shall not be instructed by the Municipality to contact the Society or Animal Control Officers directly after normal business hours.

Open Public Records Act:

The Society, as a non-profit, independent contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, it will be forwarded to the appropriate Municipal Agency within seven (7) business days. The Society is not required to and will not produce records to Municipalities to comply with OPRA requests. The Municipality is encouraged to retain any and all paperwork received from the Society for OPRA fulfillment and compliance.

Traps:

Unless traps are available for rent from the Municipality, traps are available to rent from the Society (depending on the season and availability of traps) with a deposit of \$65.00 and a fee of \$4.28 per day, which will be deducted from the deposit. Dog traps will also be available (depending upon the season and availability of traps) with a deposit of \$150.00 and a fee of \$10.70 per day, which will be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business/landlord or tenant to monitor the trap and inform the Society IMMEDIATELY when pick up is needed. (SEE TRAP RENTAL AGREEMENT/RULES & REGULATIONS ATTACHED).

Additional Terms:

Termination. This Agreement may be terminated during the term by either party upon ninety (90) days written notice by Certified Mail (Return Receipt Requested), to the other party.

Right to Cure. The failure of either party to perform its obligations under this Agreement shall constitute a breach of this Agreement, entitling the non-breaching party the right to termination upon thirty (30) days written notice by Certified Mail (Return Receipt Requested) to the breaching party. The breaching party shall have the right to cure its breach within the thirty (30) day notice period.

Indemnification. The parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost or expense by any third party not affiliated in any way or employed by either party, for damage or injury caused by the act or omission of the indemnifying party or its agents, excluding damage caused by an animal.

Authority. The signatory of this document represents that it/he/she possesses the requisite authority to bind the public entity and further represents the execution of this Agreement is authorized by the Municipality.

Severability. If any term or provision of this Agreement shall be deemed unenforceable or invalid, said unenforceability or invalidity shall not affect or impair any other term or provision, and all other terms or provisions shall remain in full force and effect.

Governing Law. This Agreement shall be interpreted under the laws of the State of New Jersey, and any action arising out of this Agreement shall be brought in New Jersey court.

Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior agreements or negotiations.

Modification. This Agreement may only be modified in writing by the party from whom permission to modify is sought.

Non-Waiver. The failure of one party to this Agreement to insist on the performance of any term or condition by the other party shall not operate as a waiver of any other term or condition, and all terms and provision of this Agreement shall remain in full force and effect.

THIS AGREEMENT is a sole expression of the understanding between two parties and may only be modified by a written agreement signed by both parties.

ASSOCIATED HUMANE SOCIETIES

BY

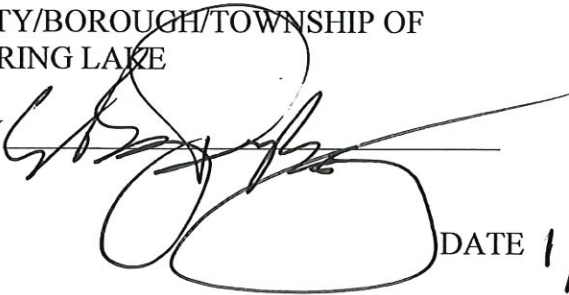


WITNESS:

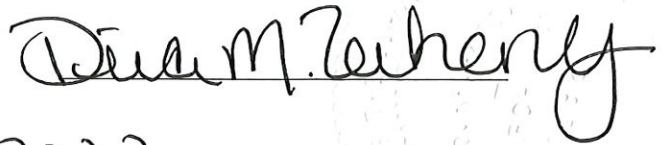


CITY/BOROUGH/TOWNSHIP OF
SPRING LAKE

BY



ATTEST:



DATE 1/9/2023