

**Contract between New Jersey Humane Society LLC 6412 Dewey
Avenue, West New York, NJ 07093 and The Township of Belleville
152 Washington Avenue, Belleville, NJ, 07109
January 1, 2022, to December 31, 2022 term**

This agreement made this 1 day of June, 2022 by and
between the Township of Belleville 152 Washington street. Bellville, NJ
and New Jersey Humane Society LLC, 6412 Dewey Avenue, West New
York New Jersey 07093, for Animal Control Services and Animal Shelter
Services provides as follows:

Whereas on November 08 , 2021 the Township issued a request for
proposals (RFP) f or Animal Control Services and Animal Shelter Services
for a one year term starting January 1, 2022 and the Township having
reviewed the proposal from New Jersey Humane Services LLC and
determined that it has the qualifications to provide the services and its
proposal is reasonable in price; and

Whereas by Resolution dated December 14, 2021, the Township
awarded a one (1) year contract at a price of \$89,000.00, subject to the
prerequisites set forth in the resolution, a copy of which is annexed,
and New Jersey Humane Society LLC, having complied therewith, and
for good cause ,

Now therefore this agreement states in consideration of the mutual
promises and agreements, as follows:

1. New Jersey Humane Society LLC shall provide the materials and
services to perform the animal control services and animal shelter
services in accordance with the statutory requirements and the
RFP. If there is a conflict between the RFP and the statutory

requirements, then New Jersey Humane Society LLC shall provide the greater level of service.

2. This agreement may be terminated by either party on thirty days (30) written notice to the Township by notice served upon the municipal clerk and to New Jersey Humane Society LLC at the address set forth herein. If the contract is terminated by the Township, the contractor shall receive payment for services rendered up to the effective date of the termination and if the effective date is mid-month, the contractor shall be paid a prorated amount for the month.
3. New Jersey Humane Society LLC shall carry adequate insurance as required by the RFP and as will indemnify the Township and its agents, servants or employees from any liability imposed by law as a result of any act, error, or omission of New Jersey Humane Society LLC. Such policies shall name the Township as an additional insured and shall be provided to the Township.
4. The Township shall pay to New Jersey Humane Society LLC the sum of \$89,000.00 in twelve equal installments beginning January 1 2022 until this contract expires, terminates or is extended by the parties to the extent permissible by law.
5. New Jersey Humane Society LLC shall submit to the municipal administrator and Health officer monthly invoices along with a monthly report upon the signing of this agreement and on the first of the month thereafter setting forth the number of animals that were serviced and the disposition of each such animal. The municipal administrator shall notify the contractor in writing if any report is deficient and requires further information and the contractor shall respond within five (5) days if practicable.

6. New Jersey Humane Society LLC shall have and maintain sufficient and adequate equipment and personnel to perform its services under this agreement. If the Township Health Officer shall determine that adequate equipment and personnel is not being provided by New Jersey Humane Society LLC, the Township shall notify New Jersey Humane Society LLC in writing and the contractor shall respond within seven (7) business days or less.
7. The contractor shall pay all federal state and local taxes, of whatsoever type for its employees and agents and for the services performed under this agreement.
8. New Jersey Humane Society LLC shall comply with all federal state and local laws and ordinances related to its performance of its services under this agreement and shall indemnify and hold harmless the Township , its officers, and agents against claims or liability arising from any violations of same by New Jersey Humane Society LLC.
9. The contractor agrees to comply with the Affirmative Action Requirements of the federal, state, and local governments.
10. The contractor can assist residents with wildlife nuisance problems. The cost of a trap for the resident is \$275.00 per trap. The trapping is between the NJ Humane Society and the resident outside the scope of this contract.
11. New Jersey Humane Society LLC shall perform its services in a professional and workmanlike manner. New Jersey Humane Society LLC further represents that it has the requisite authority to bind itself to this contract and further represents that all such shelters utilized under this agreement shall have the necessary

licenses, certifications, and approvals from all appropriate authorities with jurisdiction over this contract, animal control services and shelters to perform its duties under the contract and that no factual or legal circumstances are known to New Jersey Humane Society LLC or present to make their performance of this contract impossible or illegal.

Dated:

Witness:



Kelly A. Cavanagh, R.M.C.



MICHAEL MELHAM, MAYOR

New Jersey Humane Society LLC
By: 
