

ADDENDUM TO SECOND AMENDMENT TO A G R E E M E N T #CY21-062
BETWEEN THE CITY OF BAYONNE AND
NJ HUMANE SOCIETY, CORP.

WHEREAS, by way of Resolution No. **21-04-14-088** adopted **April 14, 2022**, the City of Bayonne entered into Agreement No. **CY21-062** with **NJ HUMANE SOCIETY CORP. ("NJHSC or Contractor")** for **Animal Control Officer and Animal Shelter Services** for the period commencing **May 1, 2021** through **December 31, 2021** for an amount of **\$54,123.84** with two (2) possible one (1) year renewal options, extending the contract period one (1) year each calculated at **\$81,185.76**, if exercised; and

WHEREAS, by way of Resolution No. **22-03-16-070** adopted **March 16, 2022** said Agreement No. **CY21-062** was extended through **December 31, 2022** for an additional amount not to exceed **\$81,185.76** thereby making the total contract amount not to exceed **\$135,309.60** (the "First Amendment"); and

WHEREAS, by way of Resolution No. **22-04-20-115** adopted **April 20, 2022** authorized an amendment to Agreement No. **CY21-062** in order to implement a Trap, Neuter and Return (TNR) program, to include said TNR services for an additional amount of **\$25,000.00** (the "Second Amendment"); and

WHEREAS, by way of Resolution No. **22-11-09-032** adopted November 9, 2022 attached hereto and made a part hereof authorized an **Addendum** to the **Second Amendment** to clarify the amended Scope of Services for the TNR program and conform said terms of the City's TNR Ordinance **O-22-30** adopted on September 21, 2022 and effective as of October 11, 2022 and to further amend said **Second Amendment** to include the language "**not to exceed**" pertaining to the additional **\$25,000.00**; and

NOW, THEREFORE, in consideration of mutual agreement contained in this agreement **as amended** and subject to the terms and conditions as stated, it is understood and agreed by the parties, as follows:

Agreement No. **CY21-062** with NJ Humane Society, Corp. is hereby amended as stated below:

1. The additional amount to include said TNR services is an amount **not to exceed \$25,000.00**.
2. The Contractor shall perform the Scope of Services below to implement the City's TNR program:
 - a. Subsequent to Caretakers trapping feral cats within their colony, the Contractor will coordinate with the City of Bayonne's Department of Municipal Services, Division of Health ("City's Division of Health") directly regarding the weekly pick-up of a minimum of five (5) feral cats from a registered colony before 5:00 p.m. on a designated day as determined by the City's Division of Health. Pick-up will be at the location of the registered colony or a designated location within the City of Bayonne. NJHSC will obtain a voucher issued by the City's Division of Health for each cat from the caretaker. In the event NJHSC is unable to comply with the pick-up of said cats, the City reserves the right to have said cats treated by alternate means.
 - b. NJHSC will transport the feral cats and will house said cats in its West New York Facility from pick-up on the designated day until they are transported to either Twin Oaks in Teaneck, ASPCA in New York or another agreed upon facility for treatment depending on availability

the following Friday. During this time, NJHSC will feed the cats and keep said traps clean.

- c. Treatment includes: spay, neuter, rabies shots, pain medication and ear tipping.
- d. After treatment is performed, the cats will be transported back to NJHSC's West New York facility for quarantine. Males will be kept for twenty-four (24) hours and females will be kept for approximately forty-eight (48) to seventy-two (72) hours. During this time, NJHSC will feed the cats and keep said traps clean.
- e. After said quarantine period, NJHSC will transport the feral cats back to the registered colony or a designated location as determined by the City's Division of Health.
- f. The cost for all of the above is a maximum of \$150.00 per feral cat. Flea medication is an additional \$10.00.
- g. NJHSC will provide the City's Division of Health with the voucher for each cat treated under the TNR Program which shall be signed by the Health Officer, Veterinarian, Animal Control Officer and Caretaker along with an incident report for each cat. The City's Division of Health requires a copy of the fully executed voucher prior to payment being issued to NJHSC.

3. All other terms and conditions of the contract remain the same.

Attest:

By: [Signature]

NJ HUMANE SOCIETY, CORP.

By: [Signature]

Attest: 8/10/23

By: [Signature]

Madelene C. Medina, City Clerk

CITY OF BAYONNE

By: [Signature]

James M. Davis, Mayor

APPROVED AS TO FORM:

By: [Signature]

John F. Coffey II Esq., Law Director

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE
RESOLUTION 22-11-09- 032

WHEREAS, by way of Resolution No. **21-04-14-088** adopted **April 14, 2022**, the City of Bayonne entered into Agreement No. **CY21-062** with **NJ HUMANE SOCIETY CORP.** for **Animal Control Officer and Animal Shelter Services** for the period commencing **May 1, 2021 through December 31, 2021** for an amount of **\$54,123.84**; and

WHEREAS, by way of Resolution No. **22-03-16-070** adopted **March 16, 2022** said Agreement No. **CY21-062** was extended through **December 31, 2022** for an additional amount not to exceed **\$81,185.76** thereby making the total contract amount not to exceed **\$135,309.60**; and

WHEREAS, in order to implement a Trap, Neuter and Return (TNR) program for Bayonne cats the City of Bayonne authorized a Second Amendment to the aforesaid Agreement No. **CY21-062** with the **NJ HUMANE SOCIETY CORP.** to include said TNR services for an additional amount of **\$25,000.00**; and

WHEREAS, the City and **NJ HUMANE SOCIETY CORP.** desire to enter into an Addendum to the Second Amendment clarify the amended Scope of Services for the TNR program and conform said terms of the City's TNR Ordinance O-22-30 adopted on September 21, 2022 and effective as of October 11, 2022 and to further amend said Second Amendment to include the language "not to exceed" pertaining to the additional **\$25,000.00**; now, therefore, be it

RESOLVED, by the Municipal Council of the City of Bayonne as follows:

The Mayor and City Clerk are hereby authorized to execute an Addendum to the Second Amendment to Agreement No. **CY-21-062** with **NJ HUMANE SOCIETY CORP.** to amend the Scope of Services for the TNR program and conform said terms of the City's TNR Ordinance O-22-30 adopted on September 21, 2022 and effective as of October 11, 2022 and to further amend said Second Amendment to include the language "not to exceed" pertaining to the additional **\$25,000.00**.

Council Member	Aye	Nay	Abstain	Absent
Booker	X			
Carroll	X			
Perez	X			
Weimmer	X			
LaPelusa	X			

A TRUE COPY

Maddeline L. Medina
 CITY CLERK

