

ADDENDUM TO AGREEMENT #CY21-062

THIS ADDENDUM TO AGREEMENT #CY19-062 entered into this 17th day of August, 2021 between NJ HUMANE SOCIETY, CORP. (the "Contractor"), having an address at 6412 DEWEY AVENUE, WEST NEW YORK, NEW JERSEY 07093, and the City of Bayonne (the "City"), a municipal corporation, having its principal offices at 630 Avenue C, Bayonne, New Jersey 07002 (collectively the "Parties");

The following is hereby agreed between the Parties that the following language is added to Section A, Subsection II, Subparagraph 2 (b):

IV. Automobile and Truck Liability

- A. Automobile and truck liability insurance which shall be written to cover any automobile or truck used by the insured. Limits of liability for bodily injury and property damage shall be not less than \$1,000,000.00 per occurrence as a combined single limit.

NJ HUMANE SOCIETY, CORP.

Attest

By: [Signature]

By:

[Signature]

By:

CITY OF BAYONNE

Attest

By: Madelene C. Medina
Madelene C. Medina, City Clerk

By:

[Signature]
James M. Davis, Mayor

James M. Davis, Mayor

APPROVED AS TO FORM

By:

[Signature]
John F. Coffey II, Esq., Law Director

John F. Coffey II, Esq., Law Director

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

WHEREAS, pursuant to Resolution No. 21-04-14-088 adopted by the Municipal Council on April 14, 2021, the City entered into Agreement No. CY21-062 with NJ Humane Society, Corp., (the "Contractor") 6412 Dewey Avenue, West New York, New Jersey 07093 for Animal Control Officer and Animal Shelter Services for the period commencing May 1, 2021 and ending December 31, 2021 (the "Initial Contract Period") for a total contract amount not to exceed \$54,123.84 payable at the rate of \$6,765.48 per month with two (2) possible one (1) year renewal options, extending the contract period one (1) year each pursuant to the Fair and Open Process pursuant to N.J.S.A. 19:44A-20.4 and .5; and

WHEREAS, the City has been satisfied with the Animal Control Officer and Animal Shelter Services provided by the Contractor for said Initial Contract Period; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Bayonne to renew said Agreement No. CY21-062 with the Contractor for the first one (1) year renewal option period commencing January 1, 2022 through December 31, 2022 (the "First Option Period") under the same terms and conditions and the Initial Contract Period; and

WHEREAS, the Director of Municipal Services has recommended that the City exercise the first one (1) year option to renew said Agreement No. CY21-062 with the Contractor for the First Option Period for a total amount not to exceed \$81,185.76 payable at the same monthly rate of \$6,765.48, thereby making the total contract amount not to exceed \$135,309.60 for the Initial Contract Period and First Option Period; and

WHEREAS, the Municipal Council adopted Resolution No. 22-03-16-070 attached hereto and made a part hereof on March 16, 2022 authorizing the Mayor and City Clerk to take any and all actions and execute any and all documents necessary to exercise the First Option Period pursuant to the terms of said Agreement No. CY21-062 with the Contractor extending same for a one (1) year period commencing January 1, 2022 and ending December 31, 2022 for a total amount of \$81,185.76 payable at the rate of \$6,765.48 per month, thereby making the total contract amount not to exceed \$135,309.60 for the Initial Contract period and First Option Period; and

WHEREAS, the Contractor has completed and submitted a "Business Entity Disclosure Certification for Non-Fair and Open Contracts" required pursuant to N.J.S.A. 19:44A-20.8 which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Bayonne in the previous one year, and that the contract will prohibit the Contractor from making any reportable contributions through the term of the contract;

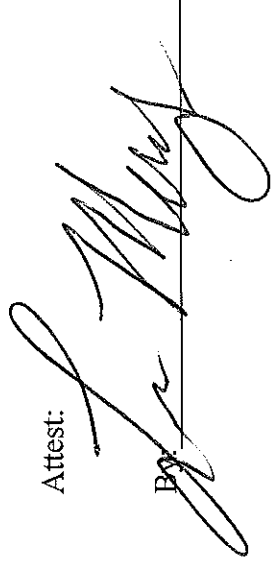
NOW, THEREFORE, it is on this 14th day of June, 2022, the parties mutually agree as follows:

1. Agreement No. CY21-062 with NJ Humane Society, Corp. is hereby extended for a one (1) year period commencing January 1, 2022 through December 31, 2022 for a total amount of \$81,185.76 payable at the rate of \$6,765.48 per month, thereby making the total contract amount not to exceed \$135,309.60 for the Initial Contract Period and First Option Period.
2. Funds shall be charged to Account #2-01-27-330-000-028.
3. The Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Bayonne in the previous one year, and that the extension of this contract will prohibit the Contractor from making any reportable contributions through the term of the contract.

This contract has been awarded to the Contractor based on the merits and abilities of the Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned Contractor does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.I. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contributions during the term of the contract to any political party committee in the City of Bayonne if a member of that political party is serving in an elective public office of the City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City when the contract is awarded.

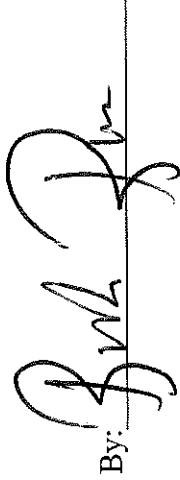
4. All other terms and conditions of the contract remain the same.

Attest:

By: 

NJ HUMANE SOCIETY, CORP.

By:



CITY OF BAYONNE

Attest:

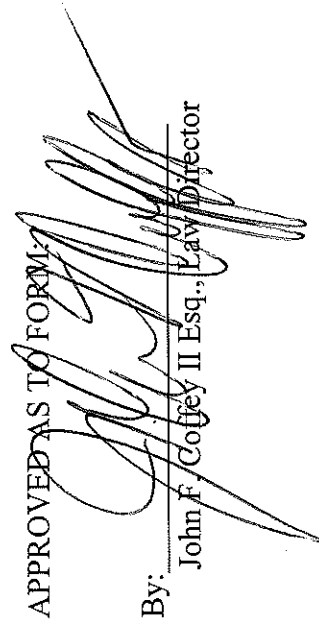
By: 
Madelene C. Medina, City Clerk

By:


James M. Davis, Mayor

APPROVED AS TO FORM:

By:


John F. Coffey II Esq., Law Director

10-8
MUNICIPAL COUNCIL OF THE CITY OF BAYONNE

RESOLUTION NO.: 22-03-16- 070

WHEREAS, pursuant to Resolution No. 21-04-14-088 adopted by the Municipal Council on April 14, 2021, the City entered into Agreement No. CY21-062 with NJ Humane Society, Corp., 6412 Dewey Avenue, West New York, New Jersey 07093 for Animal Control Officer and Animal Shelter Services for the period commencing May 1, 2021 and ending December 31, 2021 (the "Initial Contract Period") for a total contract amount not to exceed \$54,123.84 payable at the rate of \$6,765.48 per month with two (2) possible one (1) year renewal options, extending the contract period one (1) year each pursuant to the Fair and Open Process pursuant to N.J.S.A. 19:44A-20.4 and .5; and

WHEREAS, the City has been satisfied with the Animal Control Officer and Animal Shelter Services provided by NJ Humane Society, Corp., for said Initial Contract Period; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Bayonne to renew said Agreement No. CY21-062 with NJ Humane Society, Corp., for the first one (1) year renewal option period commencing January 1, 2022 through December 31, 2022 (the "First Option Period") under the same terms and conditions and the Initial Contract Period; and

WHEREAS, the Director of Municipal Services has recommended that the City exercise the first one (1) year option to renew said Agreement No. CY21-062 with NJ Humane Society, Corp., for the First Option Period for a total amount not to exceed \$81,185.76 payable at the same monthly rate of \$6,765.48, thereby making the total contract amount not to exceed \$135,309.60 for the Initial Contract Period and First Option Period; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(e), the award of the contract shall be subject to the availability and appropriation of funds in the CY2022 budget in account #2-01-27-330-0000-028; now, therefore, be it

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

1. The Mayor and City Clerk are hereby authorized to take all actions and execute any and all documents necessary to exercise the First Option Period pursuant to the terms of said Agreement No. CY21-062 with NJ Humane Society, Corp., extending same for a one (1) year period commencing January 1, 2022 through December 31, 2022 for a total amount of \$81,185.76 payable at the rate of \$6,765.48 per month, thereby making the total contract amount not to exceed \$135,309.60 for the Initial Contract Period and First Option Period.
2. Funds shall be charged to Account #'s #2-01-27-330-0000-028.
3. Pursuant to N.J.A.C. 5:30-5.5(e), the award of the contract shall be subject to the availability and appropriation of funds in the CY2022 temporary and permanent budgets in account #2-01-27-330-0000-028.
4. All other terms and conditions of Agreement No. CY21-062 as amended shall remain the same.

JC:nmi

A TRUE COPY

Madeline L. Medina

CITY CLERK

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, 2021 (erroneously stated as April 14, 2022 on said Resolution 22-04-20-115), 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, the Municipal Council adopted Resolution No. 22-04-20-115 on April 20, 2022 authorizing an amendment to Contract No. CY21-062 with NJ HUMANE SOCIETY CORP. to reflect the inclusion of a Trap, Neuter and Return program consistent with the terms set for therein for an additional amount of \$25,000.00, thereby making the total contract amount \$160,309.60;

NOW, THEREFORE, it is on this 14th day of June, 2022, the parties mutually agree as follows:

1. Agreement No. CY21-062 with NJ Humane Society, Corp. is hereby amended to include a **Trap, Neuter and Return** program consistent with the terms set forth in Resolution No. 22-04-20-115 attached hereto and made a part hereof.
2. Said Agreement No. CY21-062 is hereby increased in the amount of **\$25,000.00**, thereby making the total contract amount **\$160,309.60**.
3. Said increase in the amount of **\$25,000.00** shall be charged to Account #2-01-55-225-0000-000.

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

NJ HUMANE SOCIETY, CORP.

Attest:

By:

By:

Attest:

By:

Madelene C. Medina
Madelene C. Medina, City Clerk

James M. Davis
James M. Davis, Mayor

CITY OF BAYONNE

APPROVED AS TO FORM:

By:

John F. Coffey II Esq. Law Director

1-13
MUNICIPAL COUNCIL OF THE CITY OF BAYONNE

RESOLUTION 22-04-20- 1/5

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, the City of Bayonne desires to implement a Trap, Neuter and Return program for Bayonne cats only through the aforesaid Agreement No. CY21-062 with the NJ HUMANE SOCIETY CORP.; and

WHEREAS, the City of Bayonne has agreed to expend \$25,000.00 in furtherance of this Trap, Neuter and Release program; and

WHEREAS, it is the intent that the Trap, Neuter and Return program shall be permitted to be practiced by community cat caregivers, organizations, and animal control, in compliance with any applicable federal or state law and, as a part of Trap, Neuter and Return program, spaying or neutering and vaccination for rabies shall take place under the supervision of a licensed veterinarian; and

WHEREAS, it is the intent that the Trap, Neuter and Return program will require that a trapped ear tipped cat will be released on the site where it is trapped unless veterinary care is required and that an ear tipped community cat received by a shelter or animal control will be returned to the location where it is trapped unless veterinary care is required; and

WHEREAS, it is the intent that the Trap, Neuter and Return program will empower community cat caregivers to reclaim impounded community cats without proof of ownership solely for the purpose of carrying out Trap, Neuter and Return and/or returning ear tipped community cats to their original locations; and

WHEREAS, it is the intent that the Trap, Neuter and Return program shall insulate a community cat caregiver who returns a community cat to its

original location while conducting Trap, Neuter and Return from being deemed to have abandoned the cat; and

WHEREAS, it is the intent that the Trap, Neuter and Return program shall be the preferred disposition for impounded community cats and that animal control and local shelters are authorized and encouraged to conduct Trap, Neuter and Return or to direct impounded community cats to a Trap, Neuter and Return program; and

WHEREAS, to ensure government accountability and transparency, all animal shelters providing these services should be required to (1) record the intake and disposition of each animal entering their facilities and (2) report the totals to City officials upon request; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(e), the increase in the contract in the amount of \$25,000.00 shall be subject to the availability and appropriation of funds in the **CY2022** budget in Account No. **2-01-55-225-0000-000**; now, therefore, be it

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

1. That Contract No. **CY-21-062** with NJ HUMANE SOCIETY CORP. shall be amended to reflect (a) the inclusion of a Trap, Neuter and Return program consistent with the terms set forth above and that said contract be amended to reflect an increase in the contract in the amount not to exceed \$25,000.00 in order to effectuate the program, thereby making the total contract amount not to exceed **\$160,309.60**.
2. Said additional funds in the amount of **\$25,000.00** shall be chargeable to Account No. **2-01-55-225-0000-000**.
3. Pursuant to N.J.A.C. 5:30-5.5(e), the increase in the contract in the amount of \$25,000.00 shall be subject to the availability and appropriation of funds in the **CY2022** budget in Account No. **2-01-55-225-0000-000**.

JFC:nmi

A TRUE COPY

Madeline L. Medina

CITY CLERK