October 23, 2018

RESOLUTION 2018-

Mayor Engelstad offered the following resolution and moved its adoption:

WHEREAS, the Borough has a need for services for the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are a danger to humans and

WHEREAS, the Associated Humane Societies, Inc., a non-profit charitable organization has provided the only proposal to provide said services and

WHEREAS, the Associated Humane Societies, Inc, has provided an agreement to provide said services at an appropriate fee.

NOW THEREFORE BE IT RESOLVED that the Mayor and Borough Clerk are hereby authorized to enter into an agreement for Animal Control Services with the Associated Humane Societies for a period of one (1) year beginning January 1, 2019 through December 31, 2019. The contract amount of $12,710.00 for 2019.

BE IT FURTHER RESOLVED, that a certified copy be forwarded to the Business Administrator, Chief Financial Officer and Assistant CFO.

Seconded by Councilman _____ and adopted upon the following vote:

	AYES	NAYS	ABSTAIN	ABSENT
Mr. Weber				
Mr. Goldfarb				
Mr. Bonnell				
Mr. Cotler				
Mayor Engelstad				

CHIEF FINANCIAL OFFICERS CERTIFICATION
I hereby certify that legally appropriated
Funds are available in the

_____.

_____
Gail O. Krzyzczuk
Chief Financial Officer

CERTIFICATION

I, Kelly Barrett, Acting Municipal Clerk, Borough of Bradley Beach, Monmouth County, New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Mayor and Council at the October 23, 2018 meeting.

_____
KELLY BARRETT, RMC, CMR
Municipal Clerk

THIS AGREEMENT, made this day of 2018, by and between the ASSOCIATED HUMANE SOCIETIES, INC., a non-profit charitable organization under State and Federal law, having principal offices at 124 Evergreen Avenue, Newark, N.J. 07114, hereinafter referred to as the "Society" and the BOROUGH OF BRADLEY BEACH , a municipal corporation of the State of New Jersey, having principal offices at 701 Main Street, Bradley Beach, N.J. 07720, hereinafter referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the Society for Animal Control for a period of one year beginning the 1st day of January 2019 and ending on the 31st day of December 2019.

1. The Society shall make their services as an independent contractor, as an animal service provider, as hereafter described, available to the Municipality, on a daily basis during standard business hours of 9:00 a.m. until 5:00 p.m., as needed five (5) days a week. Weekend, holiday and night services will also be provided, when necessary in the terms stated below.

Services are defined as the rescue, recovery and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that present a danger to humans, including those who have bitten.

For the purpose of this agreement, whales porpoises, feral cat colonies and dead deer are specifically excluded , neither shall the Society trap or rescue Canada Geese, unless same are in need of veterinary care. There will be no charge for bats or injured wildlife. Dead animals, excluding deer, will be picked up for public and private citizens with no charge.

Upon the Municipality's request or in the case for the need of humane services as defined herein, feral cat colonies will remain the responsibility of the person "caretaker" maintaining feral cats. If there is a sick, rabid or injured cat, the Society will provide services and assistance and shall be entitled to be reimbursed for all costs and expense to said feral cat colony "caretaker". All other matters regarding feral cat colonies shall be between the caretaker and the Municipality. The Society may provide TNR services for feral cats if the alternative is euthanasia and the finder agrees to provide food, water and shelter. Cats that are ear-tipped or tattooed will be released on location.

2. The Municipality will pay the yearly sum of $ 12,710.00 said sum to be prorated on a monthly basis of $1,059.00. Payment for all services, including additional costs and expenses as stated herein and unless express terms to the contrary are agreed are due thirty (30) days after presentment of this invoice and/or Municipal voucher executed by the appropriate party. <u>If non-payment goes beyond sixty (60 days) services will be suspended until invoice is paid in full.</u>

3. It is expressly understood, except as otherwise stated, that the services include all costs and expenses incurred by the Society or its Animal Control Officer, in the maintenance of custodial facilities and vehicle to be used by the Animal Control Officer.

4. 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, it 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 will be the responsibility of the Municipality. If the owner is knowns, these costs will be borne by the owner.

5. Response time to an emergency will be no more than one hour during normal business hours of operation – Monday through Friday 9:00 a.m. until 5:00 p.m. (the answering service picks up the phone after 5:30 p.m.) All calls to the Society must be received through the Police or Health Department of the Municipality. Residents are not to contact the Society directly.

6. The Society shall at the request of an owner of an unwanted animal render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. The Society will be paid for the cost and expense of such assistance which shall be the responsibility of the owner.

7. 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 the seven (7) day holding period it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption or humanely disposed of, at the sole and exclusive discretion of the Society.

8. 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. The Animal Control Officer is responsible for following up and issuing a summons, if necessary. The Society will not provide census or canvassing services for license compliance within the Municipality. Under New Jersey code 4:19-15.15 the Municipality must appoint a party or agency to canvass for owned animals. As per NJSA 4:19-32, the Society must 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 NJSA 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.

9. Upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of $95.00 as a fee for retrieving or impounding the animal. Monday through Friday 9:00 a.m. until 5:00 p.m. (Standard Business Hours). There will be a $125.00 fee for other times and costs for each day the animal has been impounded as stated below, up to and including seven (7) days and any other costs or expenses incurred in the care of this animal.

> *$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.*

10. 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.

11. Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Society, under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and delivery for rabies examination will be paid for by the owner of the animal or absorbed by the Society if the owner is not known.

12. The Animal Control Officer shall be an employee of the Society. The Society shall indemnify and hold the Municipality harmless from and against any damage caused by an Animal Control Officer, expressly excluded is the damage caused by an animal.

13. 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. 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 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.

14. Unless traps can be rented from the Municipality, traps are available 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 AND REGULATIONS ATTACHED.

15. The Society shall not be responsible for handling deer carcasses, per State Law, Provided, however; the Society shall retrieve infirm and injured deer and orphaned fawns.

16. The Municipality shall be charged an additional boarding fee of $20.00 per day, payable weekly, 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. 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.

After ninety (90) days, it is the responsibility of the Municipality to find alternative kenneling/housing for any Court held animal.

17. The Society, as a non-profit, second party contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, we will forward same 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. Our contracted municipalities are encouraged to retain any paperwork received from the Society for OPRA fulfillment and compliance.

18. Except for non-payment, this Agreement may be terminated during the term by either party upon thirty (30) days written notice by (Certified Mail-Return Receipt Requested) to the other party. In its sole discretion, the terminating party may provide an opportunity to cure.

19. It is expressly 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 costs, expenses and/or legal fees shall be the sole responsibility of the Municipality.

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

21. 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.

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

ASSOCIATED HUMANE SOCIETIES, INC.

WITNESS:

*BY:*_____

_____

ATTEST:

WITNESS:

BOROUGH OF BRADLEY BEACH

*BY:*_____

_____

Below is a list of "added value" services provided by the Associated Humane Societies:

- *Mobile Spay/Neuter Van is made available for low cost spay/neuter to residents. We also provide wellness services and micro-chipping. Our mobile unit has been well received by residents and we have many return clients.*
- *Help is provided for the pets of persons dealing with domestic violence and/or catastrophic occurrences, (i.e., fire, eviction). Animals are also held for City Court cases.*
- *Animal Control Response 24/7 for lost, stray, injured domestic animals or wildlife including injured deer. We do not pick up dead deer. We cannot properly dispose of deer carcasses by way of our crematorium. We have also had a problem with animal control officers sustaining injury in trying to remove dead deer when they are alone on a call.*
- *Certified trained Animal Control Officers using proper equipment and in a vehicle meeting state standards.*
- *Veterinary care for sick, injured, stray animals or wildlife during daily business hours – costs of veterinary care at night or weekends for emergency palliative care in accordance with the Rules and Regulations promulgated by State Health and Humane Services is borne by the municipality unless an owner is known.*
- *Added support for those residents on public assistance as to medical costs at our stationary clinic.*
- *Food is given to any person who has fallen on hard times and struggles to feed their pet.*
- *AHS works closely with rescue groups and our other two branches , Tinton Falls and Forked River to move adoptable animals to other facilities for increased chance at adoption.*
- *Wildlife rescue including orphaned babies, birds, etc., are cared for by AHS staff until brought to wildlife rehabilitators or released.*
- *Stray animals are brought directly to AHS, the impoundment facility, which is open to the public every day from noon until 5:00 p.m.*
- *Education Team available to schools upon request.*
- *Work with animal welfare community and animal advocacy groups.*
- *"Nuisance Wildlife" is a part of the AHS effort to work with area residents. We take this proactive stance to insure the safety of the wildlife. We save homeowners hundreds of dollars instead of them going to a pest control agency.*
- *Mobile van is made available to all cat colony caretakers for TNR at a very low cost.*
- *Publication of educational literature.*
- *Temperament evaluators at our facility to insure safety and humane care to all adopters.-*

ADDENDUM TO CONTRACT FOR ANIMAL CONTROL/TRP RENTAL AGREEMENT

PLEASE READ THESE RULES CAREFULLY, FAILING TO ADHERE TO THE RULES STATED HEREIN WILL FORFEIT YOUR PRIVILEGE TO USE OUR TRAPS

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m. there is nothing in the trap, it must be unset until that night. If something is caught, then you **must** call the Humane Society between 9:00 a.m. and 10:00 a.m. that morning.
2. **DO NOT TRAP ON WEEKENDS!** There will be no pick-ups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold (40 degrees or heat in excess of 80 degrees) Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know what you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to this area (raccoons, skunks, opossums, etc.,) will be released on or near the site where it was trapped. State regulations prohibit the relocation of certain animals.
5. The Society reserves the right to remove the trap at any time, such as an emergency situation, dangerous situation or person or persons not adhering to trap rules.
6. We ask that when you catch something in a trap, you move the trap out of the sum to a well shaded area; the trap should be kept dry and out of the elements. The trap should be covered with a light cloth until a driver arrives to remove the trap. **PROVIDE FOOD AND WATER!**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened, which may make it dangerous. Keep children and pets away from the trap and keep in a quiet place. **FOOD OR WATER MUST BE PROVIDED.**
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our driver will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m. – 5:30 p.m. Monday through Friday.
12. All stray animals caught in a trap will be held for seven (7) days and then become the property of the Humane Society to be humanely euthanized or put up for adoption as the Society sees fit.

ACO SIGNATURE (UPON LEAVING THE TRAP IN GOOD WORKING CONDITION

ACO SIGNATURE (UPON RETRIEVING THE TRAP IN GOOD WORKING CONDITION)

NAME – PLEASE PRINT

STREET ADDRESS – PLEASE PRINT

CITY/STATE/ZIP – PLEASE PRINT

SIGNATURE

EMERGENCY CALL OUT	***NON EMERGENCY CALL OUT***
Dogs, Cats Wildlife threatening health/safety	General inquiries about lost pets
Wildlife/Bats in living quarters	Wildlife/Bats in chimneys, unfinished basements attics or sheds
Dog/Cat/Wildlife appearing sick might cause hazard to health & safety of individual	Wildlife acting peculiar but not posing health/safety hazard
Dog or Cat struck by vehicle, either injured or killed	Wildlife dead on public or private property
ANY ANIMAL CONFINED TO AN AUTOMOBILE UNDER INHUMANE CONDITIONS	Complaints regarding dogs barking or howling. Cats fighting, mating, urinating or defecating
Wildlife bites-indoors or outdoors, resident has animal captured or killed.	Bite Reports – **ALL ANIMAL BITES MUST BE REPORTED TO THE HEALTH DEPARTMENT ANIMAL CONTROL NEXT BUSINESS DAY**
BAT – INCLUDES BITES AND EXPOSURES	
Dogs & cats found at large that are restrained/confined.	Dog(s) Cat(s) at large NOT posing a threat or contained
ALL ANIMAL CRUELTY CALLS	