

RESOLUTION 13-118

**AUTHORIZING THE RENEWAL OF A CONTRACT FOR ANIMAL CONTROL SERVICES BETWEEN THE BOROUGH OF SOUTH PLAINFIELD AND THE PLAINFIELD AREA HUMANE SOCIETY
IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR
FOR A THREE YEAR TERM**

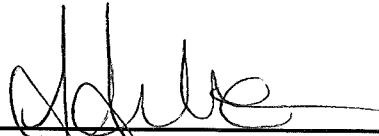
BE IT RESOLVED BY THE GOVERNING BODY OF THE BOROUGH OF SOUTH PLAINFIELD, NEW JERSEY, THAT:

authorization is hereby given for the Mayor and Borough Administrator and/or Municipal Clerk to execute the renewal of a contract for Animal Control Services between the Borough of South Plainfield and the Plainfield Area Humane Society in an amount not to exceed \$40,000.00 per year for a three year term.

BE IT FURTHER RESOLVED THAT pursuant to NJSA 40:48-5.1, the Plainfield Area Humane Society being an association not organized for pecuniary profit, this contract is exempt from all laws requiring advertisement of bids.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilman Barletta			X				
Councilman Bengivenga			X				
Councilman Diana			X				
Councilman McConville			X				
Councilman White	X		X				
Council President Rusnak		x	X				
		VOTE:	6	0			
Mayor Anesh – TIE ONLY							

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Borough Council of South Plainfield Borough on April 1, 2013.



Amy Antonides, RMC/CMC
Municipal Clerk – South Plainfield Borough

PLAINFIELD AREA HUMANE SOCIETY ANIMAL CONTROL SERVICES AGREEMENT

This animal control services agreement ("Agreement") is made between Plainfield Area Humane Society ("Society"), located at 75 Rock Avenue, Plainfield, New Jersey, 07063, and the Borough of South Plainfield ("Borough") located at 2480 Plainfield Avenue, South Plainfield, New Jersey, 07080. Borough agrees to retain Society and Society agrees to provide animal control services.

Plainfield Area Humane Society is hereby retained as municipal dog warden for the period of April 1, 2013 through March 31, 2016 inclusive, during the hours of 8:30 a.m. to 5:00 p.m. Monday through Friday, and 8:30 a.m. to 3:00 p.m. on Saturday. Payments shall be made monthly and shall include payment for base fee and all additional services rendered hereunder.

3 year contract fee - ^{163,333.33}~~3,500.00~~ per month for a total of ~~\$42,000.00~~ annually

1. DEFINITIONS

1640.000

"Livestock Animal" means any bovine, ovine, caprine, emu, ostrich, or poultry, excluding waterfowl.

"Wildlife" means any mammal, bird, or reptile except Livestock Animal, dog, cat, or horse, mule or donkey.

"Owner" means any person with a property right in a Livestock Animal, dog, cat, or horse, mule, or donkey.

"Rabies Suspect Animal" means any animal that is presumed to be harboring or spreading rabies.

"ACO" means an animal control officer who has been trained and certified by the State of New Jersey to enforce the laws of the state relating to animal control, animal welfare and animal cruelty.

"Microchip" means an implanted device that provides a means for identification of the Owner of an animal.

"Running-at-large" means a dog, cat, or Livestock Animal that is off the property of its Owner, without the supervision of its Owner, or is on private property without permission of that private property owner.

"Surrendered" means any dog or cat which the Owner no longer wants.

"Stray" means any dog or cat that does not have an apparent Owner and has not been harbored or fed by a person for more than 14 consecutive days immediately prior to such animal's Surrender or capture by Society.

2. SCOPE OF SERVICES

Society's services shall consist of animal control services; collection of Rabies Suspect Animals; operation of a shelter; and submission of a monthly activity report (the "Services"), as further defined in Paragraphs A through F of this Section 2.

The Services shall be based on the animal control ordinances of the Borough and the applicable regulations of the State of New Jersey. The Services shall be provided as follows:

- A. Animal Control Services: An ACO shall timely respond to calls and complaints from the public concerning lost, Stray, injured dogs, cats, or Livestock Animals, or ill and injured Wildlife. The ACO shall capture such animal, evaluate the animal for injury and, if necessary, arrange for veterinary care. Captured dogs and cats that do not require veterinary care shall be detained at the Society's shelter. Captured Livestock Animals shall be returned to its Owner. The Society will pick up dead domestic animals during regular business hours at no additional fee, and dead Wildlife as deemed necessary by the municipal police department or board of health at a fee of twenty five dollars (\$25.00) per response, excluding deer.

An ACO shall investigate reports of dog bite incidents and animal cruelty.

Society shall be available for regular service calls Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m. and Saturday between the hours of 8:30 a.m. and 3:00 p.m. ("Regular Service"). At all other times, including legal holidays, Society shall be available for emergency service calls ("Emergency Service"). To contact Society for Emergency Service, the Borough Police Department shall call Society's emergency telephone

number and provide a police officer to be present during all Emergency Services. Upon receiving an emergency service call from the Police Department, Society shall respond as soon as practicable. Society shall be under no obligation to respond to any calls made to the emergency service number that are not placed by the Borough Police Department. The emergency telephone number of Society is (908) 546-8851. Borough agrees not to publish or otherwise disclose this emergency service number to the general public.

In addition to the above services, the citizens of the Borough may request optional services for a fee that is payable to Society at the time of the service. Such services include removal of sick or injured Wildlife from private dwellings, transportation of dogs or cats to a veterinary hospital, and removal of dead dogs, cats, and Wildlife, excluding deer, from private property. Society reserves the right to perform such optional services at its discretion. Further, optional services will only be available during Regular Service hours.

- B. Emergency Services: On the request of the Police Department of the Department of Health, Society will respond to any emergency defined as follows: 1) a domestic animal has been injured or bitten; 2) an individual has been bitten. Emergency treatment will be given as required by law to any obviously ill or injured domestic animal to the extent necessary to save the life of the animal. The Borough has designated the Plainfield Animal Hospital, located at 2215 Park Avenue, South Plainfield, New Jersey, as the local veterinarian. If the above designated veterinarian is not available during an emergency, the animal will be transported to Central Jersey Veterinary Emergency Service Corp. located at 643 Lincoln Highway, Iselin, New Jersey.

Charges for such treatment will be the responsibility of the Owner if such animal is claimed, and/or the Owner identified. If no Owner is identified, the Borough will be responsible for the costs incurred to provide the necessary emergency care. The Borough has specified the amount of seven hundred and fifty dollars (\$750.00) as the upper limit for emergency procedures on unclaimed animals. If emergency care is anticipated to be in excess of the specified amounts, the animal will be humanely euthanized by the designated veterinarian.

- C. Collection of Rabies Suspect Animals: An ACO shall collect any Rabies Suspect Animal that has been identified as having bitten (a) a human being or (b) another animal. Wildlife shall not be quarantined and shall be euthanized immediately. Captured stray dogs and cats shall be held in quarantine by Society for the period prescribed by law. Society shall not collect or quarantine dogs or cats that are Owned. Owners shall be notified by the Borough's health officer for instructions on how to quarantine their dog or cat.
- D. Quarantine Provisions: Any Stray dog or cat charged with or suspected of biting a human being within the Borough shall be impounded and quarantined and isolated from the other animals for a period of at least ten (10) days, unless directed otherwise by local Board of Health.

Unless the animal is subsequently claimed (in which case the Owner shall be responsible for the costs of the quarantine period at a cost of twenty dollars (\$20.00) per day), the Borough will not be responsible for any additional charges.

- E. Operation of a Shelter: Society shall maintain a shelter for lost, Stray, abandoned, Surrendered or captured dogs and cats for adoption, inspection, and reunification with their Owners. The shelter shall be open to the public for at least three (3) hours per day, six (6) days a week, excluding legal holidays. The shelter is currently located at 75 Rock Avenue, Plainfield, New Jersey, 07063.

Stray and captured dogs and cats shall be held by the Society for the period prescribed by the state regulations (seven days) for reunification with the Owner. If such animal has a collar, harness, or Microchip identifying its Owner, Society shall notify the Owner that the animal has to be claimed within ten (10) days of the mailing or actual notification date; otherwise, the animal shall be made available for adoption. Written notification will be either hand delivered or mailed to the address identified. The Owner may claim such animal by providing proof of license and registration and paying of any expenses or fees regarding Society's detention, transportation, feeding, housing, and provisions of healthcare for the animal. If proof of rabies vaccination cannot be provided by Owner, the veterinarian of record shall provide vaccination prior to release for a fifty dollar (\$50.00) fee. After such period(s) of time, the dog or cat shall become the property of the Society if not claimed.

Surrendered dogs, cats, or other household pets shall be accepted by Society provided that the Owner signs a release satisfactory to Society and pays a fee.

- F. Monthly Activity Report: Each month, Society shall provide to the Police Department and/or Board of Health an activity report which shall include a summary of animal control service calls; emergency calls; dogs and cats of licensing age adopted into the Borough; and dogs and cats reunited with the Owners without a current license and registration.

- G. Education: Humane education classes for Borough citizens shall be provided from time to time and by appointment at no expense to the Borough.

If Borough requests any additional services or a change to the scope of Services, Society agrees to promptly evaluate such requests and provide a response. If an agreement is reached, it shall be reduced to writing and incorporated into this Agreement by way of an amendment. Society shall have no obligation to incorporate a change in Services without such amendment.

3. BOROUGH'S RESPONSIBILITIES

A police officer shall be present during all Emergency Services. Society shall be entitled to rely upon Borough's and its agent's disclosures and information. For the successful and expeditious completion of the Services, Borough and its agents shall diligently collaborate with Society and be responsive to any requests for information, approvals, invoices, payment requests, and all other communications.

4. COMPENSATION AND PAYMENT PROCEDURE

Compensation for Services shall be three thousand five hundred dollars (~~\$3,500.00~~) per months (the "Services Fee") for three years. After hour Emergency Services shall be one hundred dollars (~~\$100.00~~) per emergency case (the "Emergency Services Fee"). Disbursements incurred by Society, including but not limited to, shipping of quarantined rabies specimens, travel and other similar expenses shall be reimbursable to Society and shall be included in its invoices with the addition of a ten percent (10%) administrative fee. Society shall submit monthly invoices and expenses incurred. Borough shall submit payments promptly, but no later than thirty (30) days from the invoice date. Timely payment in full is a condition precedent to any duty of performance by Society.

~~Handwritten:~~ \$3,333.33
 \$105.00

5. TERM AND TERMINATION

The term of the Agreement shall continue to be in effect unless either party terminates the Agreement by giving written notice ninety (90) days prior to the desired date of termination. If either party materially breaches a provision of the Agreement, then the other party may terminate this Agreement by giving written notice of such breach, subject to a thirty (30) day cure period. If Borough is subject to any event materially affecting any of its obligations under this Agreement, the Borough shall promptly notify Society in writing that such an event has occurred. Upon occurrence of such an event, Society shall have the right to terminate this Agreement with w written notice, effective immediately upon receipt.

All rights and obligations herein shall terminate beyond any termination of this Agreement, except Society's rights to receive any unpaid fees and expenses as of the effective date of such termination. Borough agrees to pay such balance promptly upon such termination.

6. SCOPE OF RESPONSIBILITY AND LIABILITY

Society shall perform Services in accordance with the local standards of care and diligence normally practiced by recognized Animal Control Officers in performing services of a similar nature for similar municipalities at the time Services are performed. Society shall not be responsible for any unsafe conditions, injuries, or damages that may occur during the performance of the Services. Borough is expected to follow all applicable standards to maintain a safe environment and protect all affected persons and properties.

The obligations contained in this Agreement are the sole warranty obligations and the exclusive remedy of Borough in respect to the quality of the Services. Society makes no warranties which are not expressly set forth herein. Society shall have no liability for any defects in the Services attributable to its use of and/or reliance upon other information furnished by or on behalf of Borough.

The parties agree that any liability or obligations under this Agreement shall not include any special, punitive, indirect, incidental, or consequential damages, even if a party has been made aware of the possibility of such damages. Society's total cumulative liability for those matters or claims that relate to its services under this agreement, regardless of the form of action, shall be limited to damages and/or payments which shall not exceed the amounts paid to Society by Borough for trailing twelve (12) month period to any claims.

Borough agrees to indemnify and hold Society, its agents and employees (including the Animal Control Officers) harmless from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments against them arising out of the Services pursuant to the obligations of this Agreement. Such loss shall include, but is not limited to, special, punitive, direct or indirect, incidental or consequential damages, even if Society has been made aware of the possibility of such damages.

7. DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without regard to the conflicts of laws' principles.

All disputes arising in connection with this Agreement shall be first submitted to mediation between the parties in Union County, New Jersey, in accordance with the then-applicable Mediation Rules of the American Arbitration Association. If no agreement is reached within thirty (30) days, such disputes shall be finally settled within sixty (60) days by binding arbitration in Union County, New Jersey, in accordance with the then-applicable Arbitration Rules of the American Arbitration Association. Mediation and/or arbitration fees shall be divided between the parties equally. Judgment on any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorneys' fees.

8. MISCELLANEOUS

Each party shall be excused from the fulfillment of any obligation related to the Agreement, except for payment obligations, under the Agreement for so long as such fulfillment may be hindered or prevented by any circumstances of force majeure, but not limited to, war, riot, strike, lockout, labor unrest, fire, flood, other natural catastrophe, shortage of materials or transportation, national or local government regulations or any other circumstance outside its control. If such force majeure continues for more than ninety (90) days, then the other party may immediately terminate the Agreement.

If any term or provision of the Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

This Agreement represents the entire Agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, negotiations, and agreements, whether written or oral. In the event that any provision of any request or receipt issued by Borough is inconsistent with the provisions of this Agreement, then the terms and conditions of this Agreement shall prevail. No amendment to this Agreement shall be effective unless it is in writing, and is signed on behalf of Society and Borough by their duly authorized representatives,

This Agreement shall be effective on the date it is fully and finally executed by Society or Borough, whichever is later ("Effective Date").

SOCIETY
Steven J. Cecchetti
Signature
STEVEN J. CECCHETTINI
Name
PRESIDENT
Title
4-16-13
Date

BOROUGH
Amy Antonides
Signature
Amy Antonides
Name
Municipal Clerk
Title
4-1-2013
Date