

RESOLUTION NO. 2016 - _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH THE CUMBERLAND COUNTY SPCA
FOR ANIMAL SHELTER SERVICES.

WHEREAS, the City of Vineland is in need of an animal shelter facility for the impoundment of stray and other animals within the municipality; and

WHEREAS, the New Jersey Society for the Prevention of Cruelty to Animals, Cumberland County Branch, Inc. (CCSPCA) owns and operates an animal shelter facility.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland as follows:

1. The Mayor and Clerk are authorized to execute an Agreement for Animal Shelter Services with the CCSPCA in the form substantially similar to that which is attached hereto and made a part hereof commencing January 1, 2016, and expiring December 31, 2016.

Adopted:

President of Council

ATTEST:

City Clerk



Cumberland County SPCA
&
South Jersey Regional Animal Shelter
1244 North Delsea Drive
Vineland, NJ 08360

Phone: 856-691-1500
Fax 856-691-2703

October 12, 2015

Dear Sirs,

Enclosed please find a copy of the 2016 Agreement for Animal Shelter Services and the Fee Schedule for Animal Services. There are no changes from that of the 2015 contract. The fees are effective as of January 1, 2016 through December 31, 2016. All municipal contracts run on a calendar year fee schedule. Signed contracts must be returned by December 31, 2015 in order to avoid any disruption of service.

Each animal housed at our facility is documented with originating information from the A.C.O for record keeping purposes. This allows municipalities to account for monies spent on both Animal Control and impoundment contracts. Our computer system also retains these records so that we may locate offenders of stray animal ordinances and provide information for animal control court proceedings such as running at large or potentially dangerous hearings.

Owners reclaiming pets are encouraged to take advantage of our low cost spay/neuter services which helps curb stray numbers and reduce the number off unwanted animals. Spay/neuter ordinances requiring pets to be fixed are also something that would help lower your animal control and impoundment costs. There are also municipal grants available through organizations such as Petsmart Charities that can provide funds for spay/neuter programs. I would be happy to help anyone in your municipal offices with pursuing such grants.

Effective animal control is a multi-faceted effort which when properly implemented includes: call response, pick-up, enforcement of NJ Title 4-19 Animal Control laws (licensing, running at large, impounding, census, etc.), housing, health care and promotion of spay and neuter. The combination of these aspects facilitates accountability, population control and responsible animal stewardship.

Animals received into our shelter receive general health checks which include age appropriate distemper/parvo vaccine, intestinal worm medication, canine heartworm tests and flea& tick treatment. Every animal adopted from our shelter is altered before going home. Low cost

cc: Bob D. (Heath)
Rick T.

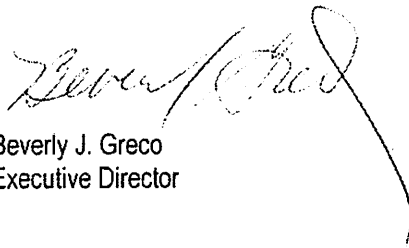
spay/neuter services, seasonal vaccine clinics as well as microchip identification; are available to all pet owners.

Our facility located on North Delsea Drive in Vineland has 58 large indoor/outdoor kennel runs, 140 stainless steel cat cages, small animal holding area (reptiles, birds, rabbits, etc.) a outdoor enclosures for small livestock. We encourage you and your representatives to tour our facility at your convenience.

If you wish to implement the contract, please contact me to confirm services. Contracts are taken on a first come, first serve basis as space is limited. We also urge you to review your municipal ordinances involving animals. Comprehensive codes can greatly reduce the cost of your Animal Control and Impoundment fees. Consideration should be given to animal limits, cat licensing, trap/neuter/release programs, mandatory spay/neuter for animals found running at large, micro chipping and performing a regular animal census. I would be happy to provide you assistance in ensuring that your ordinances are up to date and comprehensive.

We appreciate the opportunity to serve you and your residents. You may reach me at (856)362-5428 with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Beverly J. Greco". The signature is written in dark ink and is positioned above the typed name and title.

Beverly J. Greco
Executive Director

AGREEMENT FOR ANIMAL SHELTER SERVICES

This Agreement is made and entered into between Cumberland County SPCA ("CCSPCA"), a New Jersey nonprofit corporation with its principal place of business at 1244 North Delsea Drive, Vineland, NJ 08360, and the Municipality of Vineland, New Jersey (the "Municipality").

The Municipality wishes to enter into a contract with an animal shelter facility for the impoundment of stray and other animals of the Municipality.

CCSPCA owns and operates an animal shelter facility and wishes to enter into a contract with the Municipality for the impoundment of stray and other animals of the Municipality.

In consideration of the mutual promises, terms, conditions and covenants hereinafter set forth, the Municipality and CCSPCA agree as follows:

- 1. Services.** CCSPCA shall provide an animal shelter facility for the reception, temporary shelter and care, and humane treatment of stray and other animals of the Municipality taken into custody.
- 2. Municipality Access to Animal Shelter Facility.** CCSPCA shall provide the Municipality with access to the animal shelter facility twenty-four (24) hours, seven (7) days a week, and shall provide its animal control officers with a key to the animal control entrance to the facility.
- 3. Injured, Sick or Infant Animals Requiring Prompt Veterinary Attention.** In the event that an animal of the Municipality is injured, sick or infant and requires prompt treatment or euthanasia by a veterinarian in order to stabilize that animal's condition, to alleviate pain and suffering, or to prevent the spread of disease including, but not limited to, parvovirus, the Municipality shall immediately transport that animal directly to a veterinarian, whether during CCSPCA's regular business hours or not. If the Municipality delivers such an animal to CCSPCA, CCSPCA may, in its sole discretion, refuse to receive that animal and further require that the Municipality immediately transport that animal to a veterinarian for treatment or euthanasia, the cost of which shall be borne by the Municipality. Upon the completion of treatment or euthanasia by the veterinarian, the Municipality shall transport the animal or animal carcass, respectively, to CCSPCA as well as provide CCSPCA with a veterinary bill and, in the case of a live animal, a treatment protocol.
- 4. Injured, Sick or Infant Animals Not Requiring Prompt Veterinary Attention.** In the event that an animal of the Municipality is injured, sick or infant but does not require prompt treatment or euthanasia by a

veterinarian, the Municipality shall, upon its arrival, contact CCSPCA at a telephone number provided by CCSPCA.

5. Emergency Call-In. In the event that the Municipality delivers an injured, sick or infant animal after CCSPCA's regular business hours and CCSPCA determines that it is reasonably necessary for the well-being of the animal or for the prevention of the spread of disease that its veterinarian or other staff member evaluate or treat the animal at CCSPCA, the Municipality shall pay an emergency call-in fee.

6. Death of Animal En Route. In the event that an animal dies en route to CCSPCA, the Municipality shall place such animal in a body bag provided for that purpose and CCSPCA shall hold such animal for such time period as may be required or allowed by law.

7. Animal Intake Data. For each stray and other animal of the Municipality, the Municipality shall complete a CCSPCA intake form as well as enter intake data into the computer system of CCSPCA. For a live animal delivered for impoundment and for a dead animal delivered for disposal, the Municipality shall perform such intake work at the time of delivery of the animal to CCSPCA. For a live animal transported by the Municipality to a veterinarian for treatment or euthanasia, the Municipality shall provide such veterinarian with the number on an intake form and shall, as soon as reasonably practicable, complete and deliver to CCSPCA such intake form and enter the intake data into the computer system of CCSPCA.

8. Period of Impoundment. CCSPCA shall hold all animals of the Municipality impounded pursuant to paragraph 1 of this Agreement for at least such time period as may be required or allowed by law.

9. Owner Reclaims. CCSPCA shall be available during its regular business hours for stray and other animals of the Municipality to be lawfully reclaimed by their owners.

10. Shelter Veterinarian. CCSPCA shall have a veterinarian on staff and any veterinary services provided by CCSPCA under this Agreement shall be by its veterinarian, under his or her supervision or in accordance with a protocol he or she establishes.

11. Records. All records required by law to be maintained by CCSPCA shall be available for inspection by the Municipality during regular business hours.

12. Billing. On invoice forms supplied by the Municipality, CCSPCA shall bill the Municipality, on a monthly basis, for services, in accordance with the "Fee Schedule for Animal Shelter Services", including any medication and other veterinary services provided by CCSPCA or provided at CCSPCA's request by

any outside veterinarian or veterinary hospital necessary to stabilize an animal's condition, alleviate pain and suffering or prevent the spread of disease. This Fee Schedule is made a part of and incorporated into this Agreement.

13. Payment and Financing Fees. Within thirty (30) days of the date of the invoice, the Municipality shall pay all charges billed by CCSPCA. In the event that the Municipality fails to make payment within thirty (30) days of the date of the invoice, the Municipality shall pay each month financing fees of 1% on the amount that is outstanding each month after the thirty (30) day period.

14. Disputed Charges. In the event that the Municipality has a *bona fide* dispute over a charge, the Municipality shall, within fourteen (14) days of the date of the invoice, provide CCSPCA with written notice of the charge that it disputes as well as the basis for such dispute and shall pay, in accordance with paragraph 12 of this Agreement, all charges not in dispute. Upon settlement of any disputed charges, the Municipality shall pay, within fourteen (14) days after the settlement or within thirty (30) days of the date of the invoice, whichever is later, all disputed charges that are properly payable as well as any financing fees.

15. Term of Agreement. This Agreement shall be for a term of one (1) year beginning January 1, 2016.

16. Termination of Agreement. Either party shall have the right to terminate this Agreement as of the end of any calendar month by giving at least 90 days' prior written notice to the other party. In the event that CCSPCA is dissolved or otherwise discontinues its operations, this Agreement shall automatically be terminated upon dissolution or discontinuance of operations.

17. Compliance with Law. CCSPCA shall be in compliance with all laws governing animal shelter facilities in New Jersey, including all regulations promulgated by the New Jersey Department of Health.

18. Applicable Law. This Agreement shall be governed by and in accordance with the laws of the State of New Jersey and of the United States without regard to conflict of laws provisions. The New Jersey state court for the County of Cumberland shall have jurisdiction to hear all disputes arising under this Agreement.

19. Contract Uncertainties and Ambiguities. This Agreement has been fully reviewed and negotiated by the parties. Accordingly, any uncertainty

or ambiguity shall not be construed for or against any party based upon any attribution of drafting to either party.

20. **No Waiver.** Failure to exercise, or delay in exercising, on the part of either party, any right, power, or privilege of that party under this Agreement shall not operate as a waiver thereof nor prejudice either party's right to take subsequent action.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

22. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the parties and cannot be modified, except by a writing signed by both parties.

23. **Equal Employment Opportunity.** Exhibit A is made a part of and incorporated into this Agreement.

MAYOR

DATE

CLERK

DATE

Beverly J. Greco 10/25/15

Beverly J. Greco Date
EXECUTIVE DIRECTOR
CCSPCA

Rosemary Angelo 10/25/15

Rosemary Angelo Date
PRESIDENT
CCSPCA

Dogs & Puppies (non bite/court)	
Impounded - Flat Fee	\$90.00
In-House Minor Illness/Injury Medical Fee	\$40.00
In-House Major Illness/Injury Medical Services & Medications - fees as necessary	
Outside Illness/Injury Medical – as billed by veterinary hospital	
<p>Impound Flat Fee includes a basic health exam, de-worming, flea treatment & appropriate vaccines .</p> <p>In-House Minor Illness/Injury Fee includes a medical exam and basic care/medications</p> <p>In-House Major Illness/Injury will be billed for a medical exam in addition to any medications/care provided during the animals 7 day stray hold.</p>	

Cats (non bite/court)	
Impounded - Flat Fee	\$70.00
In-House Minor Illness/Injury Medical Fee	\$30.00
In-House Major Illness/Injury Medical Services & Medications - fees as necessary	
Outside Illness/Injury Medical – as billed by veterinary hospital	
Kittens (non bite/court)	
Impounded - Flat Fee	\$35.00
In-House Minor Illness/Injury Medical Fee	\$30.00
In-House Major Illness/Injury Medical Services & Medications - fees as necessary	
Outside Illness/Injury Medical – as billed by veterinary hospital	
<p>Impound Flat Fee includes a health exam, de-worming, flea treatment & appropriate vaccines.</p> <p>In-House Minor Illness/Injury Fee includes a medical exam and basic care/medications</p> <p>In-House Major Illness/Injury will be billed for a medical exam in addition to any medications/care provided during the animals 7 day stray hold.</p>	

Other Domestic Animals/Wildlife	
Receipt	\$20.00
Impoundment fee is determined on a case by case basis according to specific species needs	
Euthanasia up to 15 pounds	\$20.00
Disposal up to 15 pounds	\$10.00
<p>Euthanasia & disposal fees for animals above 15 pounds to be determined according to weight and species specific needs.</p> <p>Veterinary services/medication fees as necessary</p>	

Bite Case Only Impoundment (requiring 10 day state mandated hold)	
Receipt	\$20.00
Per Day	\$10.00
Euthanasia Fee - See chart	
Euthanasia w/ sedation - see chart	

Court Case Impoundment	
Receipt	\$20.00
Per Day	\$20.00
Euthanasia Fee - See chart	
Euthanasia w/ sedation - see chart	

Other Charges	
Health Department Required Decapitation by weight	
Up to 40 pounds	\$70.00
41-60 pounds	\$85.00
61-80 pounds	\$100.00
Over 80 pounds	\$115.00
Technician Call In / Emergency	\$75.00
Vet Call In / Emergency	\$150.00
SPCA Employee Call In / Transport (covers up to 1 hr of time)	\$150.00
SPCA Employee Call In / Transport (per additional time by hour, per employee required)	\$25.00

Sedation & Euthanasia by Weight (Court/Bite Cases)	Euthanasia	Sedation
Cats	\$50.00	\$5.00
Dogs & Misc. up to 50 pounds	\$75.00	\$15.00
Dogs & Misc. 51 to 99 pounds	\$100.00	\$25.00
Dogs & Misc. 100 to 120 pounds	\$125.00	\$35.00
Dogs & Misc. 121 pounds and over	\$150.00	\$50.00

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

COMPANY: CCSPCA

PRINT NAME: Beverly J. Greco

DATE: 10/30/15

SIGNATURE:



TITLE:

Executive Director