

RESOLUTION NO. 2017 - 120

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE CUMBERLAND COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS 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, 2017, and expiring December 31, 2017.

Adopted:

President of Council

ATTEST:

City Clerk

2017-120



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

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

November 21, 2016

Dear Sirs,

Enclosed please find a copy of the 2017 Agreement for Animal Shelter Services and the Fee Schedule for Animal Services. The fees are effective as of January 1, 2017 through December 31, 2017. All municipal contracts run on a calendar year fee schedule. The NJ Department of Health now requires that every animal in need of medication must be personally examined by a licensed veterinarian with complete and separate patient records and medications being kept for each individual animal. This new administrative code has significantly impacted our costs and has forced some changes in the 2017 fee schedule.

To help keep your costs down, we encourage you to:

1. Have court cases involving impounded animals scheduled promptly and without delays.
2. Perform dog and cat census regularly and enforce licensing.
3. Consider ordinances that require microchipping and court ordered spay/neuter for running at large offenders.
4. Help curb pet overpopulation by encouraging spay/neuter in any way possible.
5. Report illegal breeding to your local Health Department.

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 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.

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 black ink, appearing to read "Beverly J. Greco". The signature is fluid and cursive, written in a professional style.

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 impounded 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 an 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 2% 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 bonafide 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, 2017.

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.

Dogs & Puppies (non bite/court)	
Impounded - Flat Fee	\$100.00
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 performed by a veterinary technician as well as de-worming, flea treatment & appropriate vaccines .</p> <p>In-House Minor Illness/Injury Fee includes basic medications & administration of those medications</p> <p>All Illness/Injury will be billed for a Veterinary exam in addition to any medications/care provided during the animals 7 day stray hold.</p>	

Cats (non bite/court)	
Impounded - Flat Fee	\$75.00
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	\$45.00
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 performed by a veterinary technician as well as de-worming, flea treatment & appropriate vaccines .</p> <p>In-House Minor Illness/Injury Fee includes basic medications & administration of those medications</p> <p>All Illness/Injury will be billed for a Veterinary exam in addition to any medications/care provided during the animals 7 day stray hold.</p>	

Other Domestic Animals/Wildlife	
Receipt	\$25.00
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	\$20.00
Euthanasia Fee - See chart	
Euthanasia w/ sedation - see chart	
<p>If any medical treatment is required during the mandated hold time it will be billed in addition to holding fees noted above</p>	



Court Case Impoundment	
Receipt	\$20.00
Per Day	\$30.00
Euthanasia Fee - See chart	
Euthanasia w/ sedation - see chart	
If any medical treatment is required during the impoundment time it will be billed in addition to holding fees noted above	

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	\$55.00	\$10.00
Dogs & Misc. up to 50 pounds	\$80.00	\$20.00
Dogs & Misc. 51 to 99 pounds	\$105.00	\$30.00
Dogs & Misc. 100 to 120 pounds	\$130.00	\$40.00
Dogs & Misc. 121 pounds and over	\$155.00	\$55.00