

RESOLUTION NO. 2018 - 132

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND 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 March 1, 2018, and expiring December 31, 2018.

Adopted:

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President of Council

ATTEST:

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City Clerk

## **AGREEMENT TO PROVIDE MUNICIPAL ANIMAL SHELTER SERVICES**

This Agreement to Provide Municipal Animal Shelter Services ("Agreement" is made this 1st day of March, 2018, between the **CUMBERLAND COUNTY OF THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS t/a SOUTH JERSEY REGIONAL ANIMAL SHELTER** (SJRAS), a New Jersey nonprofit corporation, with its principal place of business at 1244 North Delsea Drive, Vineland, NJ 08360; and

**City of Vineland**, a body corporate and politic of the State of New Jersey (the "Municipality").

Municipality has requested proposals from animal sheltering facilities to receive and shelter animals captured and impounded by the municipal certified Animal Control Officer pursuant to N.J.S.A.4:19-15.16; and

SJRAS having made a proposal to Municipality to provide animal sheltering services; and

Municipality having accepted the proposal submitted by SJRAS; and

The parties desire to enter into this Agreement to set forth the terms and conditions and rights and responsibilities of the parties relating to the provision of Animal Shelter Services.

For and In consideration of the mutual promises, terms, conditions and covenants hereinafter set forth, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows.

**1. Definitions.** The following words and terms, when used in this Agreement shall have the following meanings unless the context in which same are utilized clearly indicates otherwise:

- a. *"Additional Shelter Services"* means those services described in paragraph 5, are not included within the Basic Shelter Services and the fees for which are not included in the Basic Contract Service Fee.
- b. *"Additional Shelter Service Fees"* means those fees described in paragraph 6 charged for Additional Shelter Services. Additional Shelter Service Fees are in addition to the Basic Contract Service Fees.
- c. *"Basic Shelter Service Fee"* means that fee set forth in paragraph 4 charged for Basic Shelter Services.

d. *"Basic Shelter Services"* means housing, shelter, food, water, Basic Veterinary Care, the supply and administration of Basic Medications, the administration of medications and care prescribed by the Municipal Veterinarian and the Relocation Assistance set forth in paragraph 7.c. Basic Shelter Services also includes the quarantine of animals suspected of being rabid for the mandatory 10 day period required by N.J.A.C.8:23A-1.9(l). Basic Shelter Services does not include the sheltering or care of an animal subject to Municipally Designated Hold.

e. *"Basic Veterinary Care"* means that level of care directed by the SJRSA Supervising Veterinarian and which can be provided by SJRSA given its limitations on personnel and/or equipment and includes routine medications. Basic Veterinary Care does not include veterinary or other medical/surgical services that require x-ray, surgery, intravenous administration of fluids, medicines or other services typically provided by Animal Hospitals as inpatient care and services or any other care or level of care that the Supervising Veterinarian determines should not be provided by SJRAS. Basic Veterinary Care does not include Emergency Veterinary Care as set forth in paragraph 10.a.

f. *"Basic Medications"* are those listed on the attached Exhibit A. Basic Medications do not include those medications required by the Municipality's Veterinarian as set forth in paragraph 10.a, or medications that exceed *"Basic Veterinary Care"*).

g. *"Extraordinary Veterinary Care"* means that level of veterinary care that exceeds Basic Veterinary Care.

h. *"Minimum Statutory Hold Periods"* means the statutory hold period of seven (7) days for stray animals pursuant to N.J.S.A. 4:19-15.16 and ten (10) days for suspected rabid animals pursuant to N.J.A.C.8:23A-1.9(l).

i. *"Municipal Animal Control Officer"* (*"ACO"*) means the certified animal control officer appointed pursuant to N.J.S.A. 4:19-15.16b. Municipal Animal Control Officer does not include any County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.

j. *"Municipally Designated Hold"* means the direction of the ACO to hold an animal beyond Minimum Hold Periods, including the impoundment pursuant to N.J.S.A. 4:19-19.

k. *"Municipal Veterinarian"* means any licensed veterinarians designated by the Municipality to which the ACO shall transport animals suspected to be sick or injured prior to delivery and acceptance by SJRAS as required by paragraph 10.a and/or the municipally designated veterinarians to whose care animals in need of Extraordinary Veterinary Care shall be taken or transferred as set forth in paragraph 10.a.

1. "Supervising Veterinarian" means the licensed veterinarian appointed by SJRAS from time to time pursuant to N.J.A.C. 8:23-1.1 *et. seq.*

2. **Term of Agreement.** This Agreement shall be for a term of beginning March 1, 2018 and terminating on December 31, 2018.

3. **Basic Shelter Services.** For and in consideration of the payment of the Basic Contract Fees, SJRSA agrees to provide Basic Shelter Services for animals captured and/or impounded by the Municipal Animal Control Officer ("ACO") pursuant to N.J.S.A. 4:19-15.16 for the Term set forth in paragraph 2. SJRAS agrees to accept stray animals captured by municipal police officers and or such other person authorized by the governing body of the municipality to impound animals in addition to the municipally designated ACO

4. **Basic Shelter Service Fee.** The Basic Shelter Service Fee for the period commencing March 1, 2018 and ending December 31, 2018 is \$201,750.00 and will be billed in accordance with the provisions of paragraph 19 and payable in accordance with the provisions of paragraph 20.

5. **Additional Shelter Services.** The following shall be considered Additional Shelter Services not included in Basic Shelter Services, the fee for which is not included in the Basic Shelter Service Fee, but for which separate fees shall be charged and payable in the amounts set forth in paragraph 6:

- a. Municipally Designated Holds.
- b. Decapitation of suspected rabid animals.
- c. Emergency Service Fees per paragraph 10.a and/or paragraph 12.

6. **Additional Shelter Service Fees.** The Additional Shelter Service fees for Additional Shelter Services set forth in paragraph 5 are:

- a. Municipally Designated Hold – twenty dollars per day commencing the day of delivery through the day 30. Thirty dollars per day for the period commencing day 31 until the day of release.
- b. Euthanasia and disposal fee of \$250 for euthanized animals during the Municipally Designated Hold Period.
- c. Decapitation - \$75
- d. Emergency Service Fee - \$150

7. **Eligible Animals.**

- a. The animals eligible for Basic Shelter Services and Additional Shelter Services pursuant to this Agreement are:
  - i. Stray domestic pets that are traditionally kept in the home for pleasure and not for commercial purposes or as food sources, such as

- a dog, cat, bird, fish, turtle, rabbits, hamsters, guinea pigs, legally permitted exotic animals such as lizards, snakes, etc., legally permitted birds.
  - ii. Stray Small livestock of 80 lbs. or less subject to available space.
  - iii. Euthanasia of wildlife when directed by the appropriate legal authority or licensed veterinarian.
- b. Animals for which are not eligible for Basic or Additional Shelter Services but for which SJRAS will assist in the transfer to a licensed wildlife rehabilitator.
  - i. Injured/Sick/Immature Wildlife indigenous to New Jersey
  - ii. Non-permitted species
  - iii. Non-native species
- c. Animals that are not eligible for Animal Shelter Services include:
  - i. Healthy Wildlife
  - ii. Livestock in excess of 80 lbs.

**8. Owner Surrenders.** The sheltering services to be provided by SJRAS pursuant to this agreement is for the sheltering of stray animals captured by the municipal ACO, local police and such other persons authorized by municipal government, and does not include the sheltering of animals voluntarily surrendered by owners. The sheltering of animals voluntarily surrendered by owners shall be at the owner's separate cost and expense. Should an ACO or other municipally designated person be requested by an owner to accept the surrender of an animal, the ACO or other municipally designated person shall first obtain the authorization of SJRAS to accept such surrendered animal for sheltering and shall also obtain and provide SJRAS with such documentation from the owner as may be required by SJRAS, before such animal shall be accepted by SJRAS. The failure of the ACO, local police, or other municipally authorized individual to obtain prior authorization from SJRAS to accept surrendered animals and to provide the required documentation may result in additional charges to Municipality over and above the fee to be paid pursuant to paragraph 4.

**9. Municipal Registrations.** For the purposes of expediting the identification and reclaiming of impounded animals, the Municipality will supply SJRAS an electronic copy of its dog and cat license lists in numerical order updated quarterly.

**10. Impoundment Procedures.**

- a. Emergency Veterinary Care. Prior to delivery of any animal to the SJRAS, the ACO shall inspect such animal for to determine whether the animal is in need of emergency veterinary care, and if so, the ACO shall immediately obtain such care from a licensed veterinarian. The costs of any such emergency veterinary care shall be the sole responsibility of Municipality who shall arrange for direct billing to and payment from the licensed

Veterinarian. If upon examination, the licensed veterinarian authorizes the release of the animal to SJRAS, then the ACO shall provide SJRAS with the veterinarian's discharge summary, treatment protocol and instructions for the animal's care, together with any necessary medications to treat the animal's condition. SJRAS may, in its sole discretion, refuse to receive any animal whose care requires more than Basic Veterinary Care or whose care level exceeds that which SJRAS is capable of providing in the opinion of the Supervising Veterinarian. In the event that the ACO delivers an animal that has received Emergency Veterinary Care after SJRAS' regular business hours the ACO shall notify SJRAS by telephone, at the telephone number provided by SJRAS from time to time. If, upon notification, SJRAS determines that it is reasonably necessary for the well-being of the animal or for the prevention of the spread of disease that Supervising Veterinarian or other staff member evaluate or treat the animal at SJRAS, the Municipality shall pay an emergency call-in fee as set forth in paragraph 6.

- b. SJRAS 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. The ACO shall, at the time of delivery complete an SJRAS intake form as well as enter intake data into SJRAS' computer system including available owner information. The ACO shall provide SJRAS with all known owner information for all impounded animals.
- c. In the event that a domestic animal dies en route to SJRAS, the Municipality may place such animal in a body bag provided for that purpose and SJRAS shall hold such animal for such time period as may be required or allowed by law.

**11. Municipally Designated Hold.** For all Municipally Designated Holds, other than those impoundments pursuant to N.J.S.A.4:19-19, the ACO shall provide SJRAS with the legal authority supporting a hold beyond the Minimum Statutory Hold Periods during which SJRAS may not release the animal to its owners.

**12. Extraordinary Veterinary Care During Minimum Hold Period/Municipally Designated Hold.** Should any animal require Extraordinary Veterinary Care within the Minimum Hold Period or any Municipally Designated Hold Period, SJRAS shall notify the ACO and the ACO shall transport the animal to a Municipal Veterinarian at the Municipality's cost and arrange for direct billing and payment for such care. Any Veterinary Care after the Minimum Hold Period or Municipally Designated Hold Period shall be done by SJRAS in its discretion, and at its cost. In the event that the municipal ACO is not available to transport an animal in need of immediate veterinary care and the shelter must provide transport; the municipality shall pay an emergency service fee as set forth in paragraph 6.

**13. Owner Reclaims.** SJRAS shall be available during its regular business hours for stray and other animals of the Municipality to be lawfully reclaimed by their owners. Any fees assessable and paid as allowed by law for the reclaim of impounded animals

(not held under municipally designated holds) shall be the sole and separate property of SJRAS. SJRAS shall allow the animal to be released to the owner in accordance with and upon the satisfaction of the requirements of N.J.S.A.4:19-15.16 (g), and any restriction by the ACO against the release of any animal to the owner, other than pursuant to N.J.S.A. 4:19-19, for which the ACO has not provided the legal authority to restrict release, shall not prevent SJRAS from releasing the animal to the owner pursuant to N.J.S.A.4:19-15.16 (g). SJRAS is not responsible for collection from the owner of any costs borne by the municipality resulting from the impounding of animals including extraordinary and emergency veterinary care.

**14. Disposition of Animals after Minimum Hold Periods.** SJRAS shall have sole discretion as to the disposition of any animal after the Minimum Hold Period, including but not limited to offering the animal for adoption, placement of the animal in foster care, transfer of animals to rescues or other similar facilities, or the euthanasia of any animal in the sole discretion of SJRAS.

**15. Accounting for Use in Court Proceedings.** Upon 48 hour prior notice, SJRAS shall provide the ACO with an accounting of charges incurred for Municipally Designated Hold animals for use by the ACO in prosecutions. Municipality may retain all amounts recovered from the responsible party in such prosecutions, but Municipality shall remain liable to SJRAS for any unpaid amounts due under this Agreement. SJRAS will not be responsible to collect any service fees from an owner resulting from services rendered in connection with an animal held for court proceedings.

**16. Feral Cats/Trap, Neuter and Spay.** SJRAS makes every effort to promote Trap, Neuter, Vaccinate, Return for feral cats, and return feral cats that are spayed/neutered, vaccinated, ear tipped and micro-chipped to the originating location when possible, and promote caregiver volunteerism and guardianship in accordance with municipal ordinances. Nothing contained herein includes any services by SJRAS in connection with any such program.

**17. Supervising Veterinarian.** SJRAS shall appoint a licensed veterinarian to serve as the Supervising Veterinarian.

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

**19. Billing.** SJRAS will bill Municipality monthly for Basic Shelter Service Fees and quarterly Additional Shelter Service Fees.

**20. Payment and Financing Fees.** Within thirty (30) days of the date of the invoice, the Municipality shall pay all charges billed by SJRAS. 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. Non-disputed amounts not paid in excess of 45 days from the due date may result in a suspension of services.

**21. 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 SJRAS with written notice of the charge that it disputes as well as the basis for such dispute and shall pay, in accordance with paragraph 20 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.

**22. Compliance with Law.** SJRAS 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.

**23. Applicable Law/Jurisdiction.** 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

\_\_\_\_\_  
MAYOR DATE

\_\_\_\_\_  
CLERK DATE

\_\_\_\_\_  
Beverly J. Greco  
EXECUTIVE DIRECTOR  
SJRAS DATE

\_\_\_\_\_  
Rosemary Angelo  
PRESIDENT  
SJRAS DATE



**EXHIBIT "A"**

**Basic Medications**

**EXHIBIT "B"**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

## EXHIBIT "A"

### BASIC MEDICATIONS

Rimadyl, cephalixin, doxycycline, amoxicillin, orbax, clindamycin, baytril, prednisone, cefa drops, clavamox, metronidazole, panacur, terbinafine, albon, strongid, tresaderm, convenia, penicillin, droncit/drontal, frontline/vectra and capstar, bravecto, triple antibiotic eye meds w/hydrocortisone, ear meds: otomite, mometamex, zymox. Vaccines: distemper (DAPPvL, HCP, CV), UltranasalFVRC (for uri), Intra Trac III (for kennel cough). Pain meds: buprenorphine. Anti inflammatory: depo medrol, benadryl (diphenhydramine), dexamethasone, ivermectin.

Parvo and heartworm tests.