City of Vineland, NJ

RESOLUTION NO. 2021 - <u>45</u>

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 January 1, 2021, and expiring December 31, 2021.

Adopted:

President of Council

ATTEST:

City Clerk





South Jersey Regional Animal Shelter 1244 N. Delsea Drive Vineland, NJ 08360 (p) 856-691-1500 (f) 856-691-2703 SouthJerseyRegionalAnimalShelter.org

November 16, 2020

Dear Sirs,

Enclosed please find a copy of the 2021 Agreement for Animal Shelter Services. The fees are effective as of January 1, 2021 through December 31, 2021. All municipal contracts run on a calendar year fee schedule. Rates are based on a per capita formula from the 2019 figures of the U.S. Census Bureau and budget recommendations from our accounting firm.

The increase in rates is a direct reflection of a substantial decrease in donations and other revenues due to the pandemic as well as the State of New Jersey mandated minimum wage increases of 10% in 2020 and 9% in 2021. This increase will also occur every year until 2024, which will ultimately result in a 74.4% increase in the minimum wage. As most of our employees are at or near minimum wage, the payroll and tax increase results in a \$.43 per person increase in the municipal rate when distributed to the entire population.

The combined effect of COVID and the minimum wage increase initially resulted in a \$1.17 increase on your rate, before we even factor in the increase for utilities and medical supply costs of \$.16 per person. In total, the municipal per person rate would have been \$6.33 without our decision to utilize emergency reserves and completely eliminate the current year equipment and capital budget.

Another issue affecting your rate is the decreasing population, per the US Census Bureau. There has been a 1% decrease in the total population of all participating municipalities and a smaller population results in a higher per person rate. However, the impact on individual municipal bills depends on whether your specific population has increased or decreased. Like you, we are making every effort to keep costs to a minimum, I hope this helps explain the increase to \$6.00 per person reflected in your rates.

Please note that Basic Shelter Services cover stray animals only. Animals impounded as a result of owner surrenders, investigations, prosecutions, abandonments, rabies quarantine, potentially dangerous charges and bites

or attacks are billed out separately on a quarterly basis. Municipalities are responsible for collecting restitution from owners.

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

1. Have court cases involving impounded animals scheduled promptly and without delays.

2. Enforce licensing by performing dog and cat census regularly.

3. Consider ordinances that require microchipping of pets and court ordered spay/neuter for running at large offenders.

4. Help curb pet overpopulation by encouraging spay/neuter of pets.

5. Report illegal breeding to your local Health Department.

6. Implement ordinances supporting Trap, Neuter, Vaccinate & Release of free roaming cats in order to curtail unnecessary sheltering and euthanasia.

Signed contracts must be returned by January 31, 2021. Animals will not be accepted after January 31, 2021 without a completed contract. Contracts are based on full year participation only and are taken on a first come, first serve basis as space is limited.

We appreciate the opportunity to serve you and your residents. You may reach me at director@sjras.org with any questions.

Sincerely,

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Beverly J. Greco Executive Director

AGREEMENT TO PROVIDE MUNICIPAL ANIMAL SHELTER SERVICES

This Agreement to Provide Municipal Animal Shelter Services ("Agreement") is made this 1 st day of January, 2021, between the **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").

WHEREAS, 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/or municipally designated Humane Law Enforcement Officer; and

WHEREAS, SJRAS has made a proposal to Municipality to provide animal sheltering services; and

WHEREAS, Municipality has accepted the proposal submitted by SJRAS; and

WHEREAS, 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. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference with the same force and effect as though set out at length.

2. 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 Services" means those services described in paragraph 9, and which are not included within the Basic Shelter Services. The fees for Additional Services are not included in the Basic Contract Service Fee.
b. "Additional Service Fees" means those fees described in paragraph 5 charged for Additional Shelter Services. Additional Shelter Service Fees are in addition to the Basic Contract Service Fees.

c. "Basic Shelter Service Contract Fee" means that fee set forth in paragraph 5 charged for Basic Shelter Services and applies to the seizure and impoundment of Stray Animals only. The seizure or impoundment of any other animal shall be subject to the Additional Shelter Service Fee.

d. "Basic Shelter Services" means services rendered for Stray Animals and includes 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 transfer assistance set forth in paragraph 10.b.

e. "Basic Shelter Services for "Captured, Seized or Impounded (CSI) Animals" means housing, shelter, food and water. Basic Shelter Services for CSI Animals does not include any veterinary care or supply or administration of medications.

f. "Basic Veterinary Care" means veterinary care for Stray Animals at 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 13.a.

g. "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 13.a, or medications that exceed "Basic Veterinary Care").

h. "Captured, Seized or Impounded Animals Other than Strays" ("CSI Animals") means:

i. Any animal surrendered to the ACO/HLEO by its owner or other person charged with the care of the animal

ii. Any animal abandoned by the owner or other person charged with the care of the animal, on the premises of, or former premises of, such person.

iii. Litters surrendered to the ACO/HLEO by the owner or other person charged with the care of the animals;

iv. Litters, abandoned by the owner or other person charged with the care of the litter, on the premises of, or former premises of, such person.

v. Any animal suspected of being rabid.

vi. Any animal seized or impounded as potentially dangerous.

vii. Any animal seized or impounded as a result of a bite or attack.

viii. Any animal seized or impounded and required to be held pending the outcome of any court proceeding.

ix. Any animal seized or impounded as the result of any animal cruelty investigation or prosecution.

i. "Extraordinary Veterinary Care" means that level of veterinary care that exceeds Basic Veterinary Care. j. "Humane Law Enforcement Officer ("HLEO") means a County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.

k. "Minimum Statutory Hold Period" means the statutory hold period of seven (7) days for Stray Animals. 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.

m. "Municipally Designated Hold" ("MDH") means the direction of the ACO or HLEO to hold an animal beyond Minimum Hold Periods.

n. "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 13.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 13.a.

o. "Stray Animal" means an Eligible Animal as described in paragraph 10 that is:

i. An animal off the premises of the owner or the person charged with the care of the animal, which is reasonably believed to be a stray.

ii. An animal off the premises of the owner or the person charged with the care of the animal without a current registration.

"Stray Animal" does not include:

i. Any animal surrendered to the ACO/HLEO by its owner or other person charged with the care of the animal

ii. Any animal abandoned by the owner or other person charged with the care of the animal, on the premises of, or former premises of, such person.

iii. Litters surrendered to the ACO/HLEO by the owner or other person charged with the care of the animals;

iv. Litters, abandoned by the owner or other person charged with the care of the litter, on the premises of, or former premises of, such person.

v. Any animal suspected of being rabid.

vi. Any animal seized or impounded as potentially dangerous.

vii. Any animal seized or impounded as a result of a bite or attack.

viii. Any animal seized or impounded and required to be held pending the outcome of any court proceeding.

ix. Any animal seized or impounded as the result of any animal cruelty investigation or prosecution.

x. Any animal designated by the ACO/HLEO as a Municipally Designated Hold.

xi. Any animal removed from the custody or premises of its owner or other person charged with the care of the animal.

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

3. Term of Agreement. This Agreement shall be for a term of beginning January 1, 2021 and terminating on December 31, 2021.

4. Shelter Services for Stray Animals. or and in consideration of the payment of the Basic Shelter Service Contract Fee, SJRSA agrees to provide Basic Shelter Services for Eligible Stray Animals seized, captured and/or impounded by the Municipal Animal Control Officer, ("ACO"), municipal police officers, and or such other person authorized by the governing body of the municipality to seize, capture and impound Eligible Animals.

5. Basic Shelter Service Contract Fee for Stray Animals. The Basic Shelter Service Contract Fee for the period commencing January 1, 2021 and ending December 31, 2021 for Basic Shelter Services provided for Stray Animals is \$356,634.00 and will be billed in accordance with the provisions of paragraph 22 and payable in accordance with the provisions of paragraph 23.

6. Basic Shelter Service for CSI Animals. SJRAS agrees to provide Basic Shelter Services for CSI Animals as defined above for the Basic Shelter Service Fee for CSI Animals as set forth in paragraph 7, housing, shelter, food, water for CSI Animals for the Shelter Fees for CSI animals. Basic Shelter Service for CSI Animals do not include any Veterinary Services.

7. Basic Shelter Service Fees for CSI Animals. The Basic Shelter Service Fee is twenty dollars per day per animal commencing the day of delivery through day 30. Thirty dollars per day per animal for the period commencing day 31 until the day 60. Thirty five dollars per day per animal for the period commencing day 61 until release from hold.

8. Veterinary Care and Medications for CSI Animals. The municipality shall be responsible for SJRAS's cost of procuring medications, vaccines and parasite preventatives consistent with shelter protocols and those deemed necessary by the Supervising veterinarian plus and a fee of \$10.00 for the administration of those medications, per course of treatment, per animal. The municipality shall be responsible for Extraordinary Veterinary Care which shall be rendered by the Municipal Veterinarian.

9. Additional 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 as follows:

a. Decapitation of suspected rabid animals - \$75.00 per animal.

b. Emergency Service Fees per paragraph 13.a and/or paragraph 15 - \$150.00.

c. Euthanasia and disposal of MDH/CSI animals - \$250.00 per animal.

d. Storage fee for MDH/CSI animal remains pending investigation/necropsy - \$30.00 for the first week. Any requirements to store the remains for longer than one week must be authorized by shelter management. Weekly charges will apply until written permission to dispose of remains is received from ACO/HLEO.

e. Disposal only for MDH/CSI Animals - \$50.00 per animal.

f. Administration fee for basic processing/documentation for MDH/CSI animals - \$20.00

g. Administration fee for extraordinary processing/documentation/preparation of reports for MDH/CSI animals - \$50.00

10. Eligible Animals.

a. The animals eligible for Basic Shelter Services and Additional Shelter Services

pursuant to this Agreement are:

i. 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. Small livestock of 80 lbs. or less subject to available space.

iii. Wildlife for whom euthanasia is 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 any service include:

i. Healthy Wildlife

ii. Livestock in excess of 80 lbs.

11. 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. The sheltering of animals voluntarily surrendered by owners. 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 will result in additional charges to Municipality over and above the fee to be paid pursuant to paragraph 5.

12. 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. 13. Intake Procedures.

a. Emergency and Immediate Veterinary Care. Prior to delivery of any animal to the SJRAS, the ACO/HLEO shall inspect such animal for to determine whether the animal shows signs of sickness or injury, and if so, the ACO/HLEO shall immediately obtain such care from a licensed veterinarian; this may be obtained from the shelter veterinarian if he or she is available. The costs of any such outside 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/HLEO shall provide SJRAS with the veterinarian's digitized/non-written exam/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/HLEO delivers an animal to SJRAS that has received Emergency Veterinary Care after SJRAS' regular business hours the ACO/HLEO 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 8.

b. Intake of multiple animals from a single source requires prior notification and arrangements with shelter management.

c. 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 an access code to the animal control entrance to the facility. The ACO shall, at the time of delivery complete the appropriate SJRAS intake form as well as enter intake data into SJRAS' computer system including available owner information. There are two separate intake forms: one for Stray Impounds and one for CSI/Hold Impounds. The ACO shall provide SJRAS with all known owner information for all impounded animals. In order to keep medical costs down in the matter of disease control, ACO's are required to clean crates, carriers and other equipment with a broad spectrum disinfectant approved by the NJHD after the handling of each animal.

d. In the event that a stray domestic animal dies enroute 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.

14. Authority for Municipally Designated Holds. For all Municipally Designated Holds, the ACO/HLEO 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.

15. Extraordinary Veterinary Care During Minimum Hold Period/Municipally Designated Hold. Should any animal require Extraordinary Veterinary Care, SJRAS shall notify the ACO/HLEO and the ACO/HLEO shall transport the animal to a Veterinarian selected by such officer, at the Municipality's cost and arrange for direct billing and

payment for such care. In the event that the municipal ACO/HLEO 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 8. 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.

16. **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 accessible 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/HLEO against the release of any animal to the owner, other than pursuant to N.J.S.A. 4:19-19, for which the ACO/HLEO 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.

17. Disposition of Animals after Required Holds. Unless final disposition is mandated by a court order, SJRAS shall have sole discretion as to the disposition of any animal after the expiration of any applicable required 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. 18. Accounting for Use in Court Proceedings. Municipal requests for an accounting of charges incurred for CSI Animals for use in court proceedings must be made at least three (3) business days in advance of the hearing. Requests may be emailed to : administrator@sjras.org, or by written request on forms established by SJRAS. 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.

19. 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. The City of Vineland agrees to work with SJRAS and the community to permit and encourage TNVR as the preferred method of dealing with feral cats. Nothing contained herein includes any services by SJRAS in connection with any such program. 20. Supervising Veterinarian. SJRAS shall appoint a licensed veterinarian to serve as the Supervising Veterinarian.

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

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

23. **Payment and Financing Fees**. Within thirty (30) days of the date of the involce, 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.

24. **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 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 23 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.

25. 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.

26. 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.

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27. **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.

28. **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.

29. **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.

30. 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

Yeur 11/161 DATE

Beverly J. Greco EXECUTIVE DIRECTOR SJRAS

Rosemary Ang PRESIDENT SJRAS

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EXHIBIT "A"

BASIC MEDICATIONS

Rimadyl, cephalexin, doxycycline, amoxicillin, orbax, clindamycin, baytril, prednisone, cefa drops, clavamox, metronidazole, panacur, terbinafine, ponazuril, 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.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE <u>N.J.S.A.</u> 10:5-31 <u>et seq.</u> (P.L. 1975, c. 127) <u>N.J.A.C.</u> 17:27 <u>et seq.</u>

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 <u>N.J.S.A.</u> 10:5-31 <u>et seq.</u>, 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 meet targeted county employment goals established in accordance with <u>N.J.A.C.</u> 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program 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 Division of Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to <u>N.J.A.C.</u> **17:27-1** <u>et seq.</u>

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Signature Beuls Title: Executive Director Date: 11/16/2020

Name of Company: South Jersey Regional Animal Shelter



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER			CONTAC NAME:	T Debra Ree			
BIONDI INS AGENCY INC			BHUNE	Ext): (856) 69		FAX (A/C, No); (85	6) 695-0293
525 ELMER STREET			A/C. No. E-MAIL ADDRES	s: DebraR@	Blondiins.com		
P. O. BOX 1418			INS	the second s	DING COVERAGE	NAIC #	
VINELAND		NJ 08362-1418	INSURE	AA :	surance Co		
INSURED			INSURE	<u>хв.</u>	ance Company	/	
South Jersey Regional Animal Sha	elter		INSURE	RC: US LIADI	ity Insurance		
1244 N Delsea Drive			INSURE				
		NJ 08360	INSURE				
Vineland			INSURE	<u>RF:</u>		REVISION NUMBER:	
	CURANC	E LISTED BELOW HAVE BEEN	ISSUED	TO THE INSU	RED NAMED A	SOVE FOR THE POLICY PERIOD	
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED. NOTWITHSTANDING ANY REQUIRI CERTIFICATE MAY BE ISSUED OR MAY PERTAIL EXCLUSIONS AND CONDITIONS OF SUCH POLI	EMENT, T N THE IN	ERM OR CONDITION OF ANY ISURANCE AFFORDED BY THI	E POLICI	ES DESCRIBEI	DOCOMENT V	WITH RESPECT TO WITHOUT THE	
INSR TYPE OF INSURANCE		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
LTR TYPE OF INSURANCE							,000,000
						PREMISES (Ea occurrence)	100,000
						MED EXP (Any one person)	5,000
		WPP1627471 01		05/24/2020	05/24/2021	PERSONAL & ADVINJURT	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	3,000,000
POLICY PRO- JECT LOC						PRODUCTS - COMPIOP AGG 3	3,000,000
OTHER:						S COMPINED SINCE FUMIT	000 000
AUTOMOBILE LIABILITY							1,000,000
ANY AUTO				05/04/0000	05/24/2021		
A OWNED AUTOS ONLY		WPP1627471 01		05/24/2020	03/24/2021	PROPERTY DAMAGE	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						(Per accident) \$	
						EACH OCCURRENCE \$	
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS.MADE						AGGREGATE \$	
	1					s	
DED RETENTION \$		-				X PER OTH-	
		DW04000074		07/21/2020	07/21/2021	E.L. EACH ACCIDENT \$	1,000,000
B OFFICER/MEMBER EXCLUDED?	N/A	PWC1029371		0112 112020	0112 112021		1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						L.L. Older de 1 daler anne	1,000,000
						Limit:	\$1,000,000
C Directors & Officers Liability		NDO10481710		05/17/2020	05/17/2021		
				<u> </u>			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACORD) 101, Additional Romarks Schedule	e, may be a	mached if more a	pace is required)		
CERTIFICATE HOLDER			CAN	CELLATION			
			THE	EXPIRATION	DATE THEREO	ESCRIBED POLICIES BE CANCE	LLED BEFORE IN
CITY OF VINELAND			AC	CORDANCE W	ITH THE POLIC	Y PROVISIONS.	
PO BOX 1508			AUTU	ORIZED REPRESI	INTATIVE	·	
VINELAND		NJ 08360	AUMU		f	en refe	
			-		© 1988-2015	ACORD CORPORATION. A	ll rights reserved

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P8-AAF.1 R5/26/09

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State of New Jersey Division of Public Contracts Equal Employment Opportunity Compliance EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK. OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EED-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION					
1. FID. NO. OR SOCIAL SECURITY 21-0677474	2. 1796 DT 1915[NESS 1. 1076 X 2. SERVICE 3. WHOLESALE ↓. RETAIL 5. OTHER	3. IOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 30			
4. COMPANY NAME					

SOUTH JERSEY REGIONAL ANIMAL SHELTER

S. STREET	CITY	COUNTY	STATE	21P CODE	-
1244 N DELSEA DRIVE	VINELAND	CUMBERLAND	EN	08360	_
& NAME OF PARENT OR AFFILIATED COMPANY (I) HOME SO MOICA	NTE)	CITY	STATE	ZIP CODE	-

7. CHECK ONE: IS THE COMPANY 7. CHECK OAE: IS THE COMPANY SINGLE-ESTABLISHMENT EMPLOYER 8. IF NULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF CSTABLISHMENTS IN RI HULTI-ESTARI ISHNERT EMPLOYER

4. TOTAL NUMBER OF FHM OVERS AT ESTABLISHMENT VINICH HAS BEEN AWARDED THE CONTRACT 30

10. PUBLIC AGENCY AWARDING CONTRACT		CITY	COUNTY	STATE	ZIP CODF
CITY OF MILLVILLE		MILLVILLE	CUMBERLAND	N)	08332
Official Use Only	OATE RECEIVEN	MAUG DATE	ASSIGNED CERTIFICATI	on numera	
		1	1		

SECTION B - EMPLOYMENT DATA 11. Report all permanent, temporary and part-time employees OII YOUR DY/III PAYROLL. Enter the appropriate (pures on all lows end in all columns. Vincre there are nu employees in a particular selectory, erier a zero. Include ALL employees, and just thuse in minority/hon-immonity categories, in culumns 1, 2, 8 3. OO NOT SUBMIT AN EEG-1 REPORT.

					7	PERMANTN	T HINGRIT	Y/NON-HI	NORITY EP	PLOYEE B	LAXDOWN		
aor .	A11 E	mploye	85			· HALE ·			•••••		FEMALE		
Categories	Tutal (Call. J.B. 3)	COL, 2 HALE	COL J	Black	Наралис	Amer. Indian	Asten	tton Him	Black	HISDANIC	Amer. Indian	Asian	tion Min
Officials/Henagers	•	•	4	ş	U	,	. a	٥	v	•	3	o	•
Professionals	1	4	1		•	3	*	4	4		*	*	1
Technipans	۵.	۰	"	0	4	•	4	٩	a	*	•	6	L ¢
Sales Workers	u	v	ĥ	- 1	•	•	*	٥	°	6	٩	•	•
Office & Clencel	e	1	<u>،</u>	"	0	•	°	,	L.	<u>,</u>		•	3
(Skilled)	÷	0	v	v	0	ů	<u>،</u>	٥	l •	•	°	•	•
Operatives (Semi-Stilled)	e	43	v	e.	v	ه	0	0	•	"	•	•	0
Laborers (Unskilled)	19	,	14		6	0	0	1	,	•	•	a	11
Service Workers	4	a	ů,	"	<u> </u>	•	9	•	4	11	<u> </u>		<u>،</u>
Total	ю	6	24	4	Þ	Þ	ø	6	,	د	0	3	19
Total employment From previous Report (if any)	•		0	"	0	G	o	0	c	•	•	a	U
Temporary & Part	1		The dat	below sn	all HOT be	Included i	n the figur	es for the	appropriat	e categorio	es above.		
Time Employees	2	,	3	4	8	0	٥	٠	•	U	3	v	,
12. HOW WAS INFO FROM THE EMPLY		S TO RAD	E OR ETI	NIC GRO	UP IN SEC	109 8 08	TAINED?	Empto	THIS THE yes Infam I Submitte	atum		NO, DATE	
13. DATES OF PAYROLL PERIOD USED FROM: 05/12/2018 10: 05/18/2018 2 YES NO													
					IGNAT	URE A	ND INC	DENTIF	ICATI	ON			
TE. HAPE OF PERSON COMPLETING FORM (Print of Type) SIGHATURE TITLE DATE SUSAN B. SHITH SIGHATURE (S/17/2018)				-									
17. ADDRESS NO. 8 1244 N DELSEA			CITY VIN			CUMBE	·····		ATE ZI	P CODL 8360		ANEA COS 91-1500	DE, NO.

I celtdy that the information on this form is line an correct.

Taxpayer Identification# 210-677-474/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

05/15/19

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

it you have any questions of require more information, feel-free to call our Registration Holline at (609)282-9292,

. I wish you continued success in your business endeavors.

	James J. Fruscione Director New Jersey Division of Revenue	• •
		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: SOUTH JERSEY REGI	TRADE NAME: ONAL ANIMAL SHELTER, IN	
TAXPAYER NAME: SOUTH JERSEY REGI ADDRESS: 1244 N DELSEA DR VINELAND NJ 08360-2 EFFECTIVE DATE: 09/01/66	SEQUENCE NUMBER: 0381165	
09/01/66	05/15/19 Jarra J. E Director New Jersey Division	Quecume of Rovenue
L CORM BRC	This for the second	curve text is the second state of the second s

Form	Ŵ.	-9
Departr	ctober nent of t Revenu	2018) he Treasury e Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.	eck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
s. 1s on	Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC		Exempt payee code (if any)
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner Note: Check the appropriate box in the line above for the tax classification of the single-member ov LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the c another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	vner. Do not check owner of the LLC is gle-member LLC that	Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
ěĊ;	☐ Other (see instructions) ►	Bequester's name a	and address (optional)
ŝ	5 Address (number, street, and apt. or suite no.) See instructions.	noquester 5 name a	
See	6 City, state, and ZIP code		
	7 List account number(s) here (optional)	I	
Pa	t Taxpayer Identification Number (TIN)		
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av		curity number
oblaa	up withholding. For individuals, this is generally your social security number (SSN). However, it ant alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see How to ge		
TIN, I	ater.	or	
Note	: If the account is in more than one name, see the instructions for line 1. Also see What Name	and Employer	Identification number
Numl	ber To Give the Requester for guidelines on whose number to enter.	2 1	- 0 6 7 7 4 7 4
Par	t II Certification		

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Den	1	Ó	Ú
				1.1	

General Instructions /

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount pald to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

Date ► 1/1/2021

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STATEMENT OF OWNERSHIP DISCLOSURE N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: South Jersey Regional Animal Shelter

Organization Address: 1244 N. Delsea Drive Vineland, NJ 08360

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

X Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): ___

<u>Part II</u>

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to <u>N.J.S.A.</u> 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City/Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with City/Township to notify the City/Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City/Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Beverly Greco	Title:	Executive Director
Signature:	Benta	Date:	November 16, 2020