



ASSOCIATED HUMANE SOCIETIES, INC. ♦ POPCORN PARK
PUBLISHER OF THE HUMANE NEWS
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THIS AGREEMENT, made this / day of January ²⁰¹⁹ ~~2018~~, by and between the ASSOCIATED HUMANE SOCIETIES, INC., a non-profit charitable organization under State and Federal law, having principal offices at 124 Evergreen Avenue, Newark, N.J. 07114, hereinafter referred to as the "Society" and the TOWNSHIP OF BARNEGAT, a municipal corporation of the State of New Jersey, having principal offices at 900 West Bay Avenue, Barnegat New Jersey 08005, hereinafter referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the Society for Animal Control for a period of one year beginning the 1st day of January 2019 and ending on the 31st day of December 2019.

1. The Society shall make their services as an independent contractor, as an animal service provider, as hereafter described, available to the Municipality, on a daily basis during standard business hours of 9:00 a.m. until 5:00 p.m., as needed five (5) days a week. Weekend, holiday and night services will also be provided, when necessary in the terms stated below.

Services are defined as the rescue, recovery and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that present a danger to humans, including those who have bitten.

For the purpose of this agreement, whales porpoises, feral cat colonies and dead deer are specifically excluded, neither shall the Society trap or rescue Canada Geese, unless same are in need of veterinary care. There will be no charge for bats or injured wildlife. Dead animals, excluding deer, will be picked up for public and private citizens with no charge.



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Upon the Municipality's request or in the case for the need of humane services as defined herein, feral cat colonies will remain the responsibility of the person "caretaker" maintaining feral cats. If there is a sick, rabid or injured cat, the Society will provide services and assistance and shall be entitled to be reimbursed for all costs and expense to said feral cat colony "caretaker". All other matters regarding feral cat colonies shall be between the caretaker and the Municipality. The Society may provide TNR services for feral cats if the alternative is euthanasia and the finder agrees to provide food, water and shelter. Cats that are ear-tipped or tattooed will be released on location.

2. The Municipality will pay the yearly sum of \$ 35,969.28 said sum to be prorated on a monthly basis of \$2,997.44. Payment for all services, including additional costs and expenses as stated herein and unless express terms to the contrary are agreed are due thirty (30) days after presentment of this invoice and/or Municipal voucher executed by the appropriate party. If non-payment goes beyond sixty (60 days) services will be suspended until invoice is paid in full.

3. It is expressly understood, except as otherwise stated, that the services include all costs and expenses incurred by the Society or its Animal Control Officer, in the maintenance of custodial facilities and vehicle to be used by the Animal Control Officer.

4. Upon a request from the Municipality, the Society shall respond to any emergency as defined herein. Emergency treatment will be provided to ill or injured animals as required by State law and regulation. The Society reserves the right, in its sole discretion, to determine if the animal requires transportation to an emergency clinic on nights, weekends or holidays when our own veterinarians are not available.

If there is no known owner, the cost and expense incurred by the Society will be the responsibility of the Municipality. If the owner is known, these costs will be borne by the owner.

5. *Response time to an emergency will be no more than one hour during normal business hours of operation – Monday through Friday 9:00 a.m. until 5:00 p.m. (the answering service picks up the phone after 5:30 p.m.) All calls to the Society must be received through the Police or Health Department of the Municipality. Residents are not to contact the Society directly.*

6. *The Society shall at the request of an owner of an unwanted animal render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. The Society will be paid for the cost and expense of such assistance which shall be the responsibility of the owner.*

7. *The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs and after the seven (7) day holding period it is expressly understood once the Society accepts any animal and takes it into custody, the animal shall be put up for adoption or humanely disposed of, at the sole and exclusive discretion of the Society.*

8. *Any owned animal without a current license and/or rabies certificate shall be reported by the Animal Control Officer to the Municipality. The owner will be given seven (7) days to register the animal for a license or a summons will be issued. The Animal Control Officer is responsible for following up and issuing a summons, if necessary. The Society will not provide census or canvassing services for license compliance within the Municipality. Under New Jersey code 4:19-15.15 the Municipality must appoint a party or agency to canvass for owned animals. As per NJSA 4:19-32, the Society must inspect the enclosure and the owner's property of a potentially dangerous dog, at least monthly, to determine continuing compliance with paragraphs (2) and (3) of subsection A of NJSA 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.*

9. *Upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of \$95.00 as a fee for retrieving or impounding the animal. Monday through Friday 9:00 a.m. until 5:00 p.m. (Standard Business Hours). There will be a \$125.00 fee for other times and costs for each day the animal has been impounded as stated below, up to and including seven (7) days and any other costs or expenses incurred in the care of this animal.*

\$4.00 per day under State Law for the first seven (7) days unless ownership of the animal is established prior to the end of the seven (7) days and said owner does not redeem his animal. Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership or a current license. The owner will be charged \$12.72 per day for each additional day for boarding once the initial seven (7) day period has passed.

10. *Any stray dog or cat or any other animal taken into custody by the Society and charged with biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.*

11. *Transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Society, under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and delivery for rabies examination will be paid for by the owner of the animal or absorbed by the Society if the owner is not known.*

12. *The Animal Control Officer shall be an employee of the Society. The Society shall indemnify and hold the Municipality harmless from and against any damage caused by an Animal Control Officer, expressly excluded is the damage caused by an animal.*

13. *Removal of an animal, including wildlife, within the living space, inside the walls or ceiling of a home. Apartment building or garage is not covered under this Agreement. The Society will respond to those calls; however, the owner of the premises will be charged \$95.00 per hour during regular business hours and \$125.00 per hour after standard business hours. If the animal is physically in the resident's living space and posing a threat to the well-being of the resident, there will be no charge for the removal of the animal.*

14. *Unless traps can be rented from the Municipality, traps are available from the Society, depending on the Season and availability of traps, with a deposit of \$65.00 and a fee of \$4.28 per day, which will be deducted from the deposit. Dog traps will also be available, depending upon the season and availability of traps, with a deposit of \$150.00 and a fee of \$10.70 per day, which will be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business/landlord or tenant to monitor the trap and inform the Society IMMEDIATELY when pick-up is needed. (SEE TRAP RENTAL AGREEMENT RULES AND REGULATIONS ATTACHED.*

15. *The Society shall not be responsible for handling deer carcasses, per State Law, Provided, however; the Society shall retrieve infirm and injured deer and orphaned fawns.*

16. *The Municipality shall be charged an additional boarding fee of \$20.00 per day, payable weekly, for any animal which upon request from the Municipality shall be boarded as part of a Court case or upon order from the Health Department or a Court directive to impound such animal. The Municipality agrees to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such, the cost shall be the responsibility of the owner.*

After ninety (90) days, it is the responsibility of the Municipality to find alternative kenneling/housing for any Court held animal.

17. The Society, as a non-profit, second party contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, we will forward same to the appropriate Municipal Agency within seven (7) business days. The Society is not required to and will not produce records to municipalities to comply with OPRA requests. Our contracted municipalities are encouraged to retain any paperwork received from the Society for OPRA fulfillment and compliance.

18. Except for non-payment, this Agreement may be terminated during the term by either party upon thirty (30) days written notice by (Certified Mail-Return Receipt Requested) to the other party. In its sole discretion, the terminating party may provide an opportunity to cure.

19. It is expressly agreed that the Society is not obligated to incur any cost, expense or legal fee as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses and/or legal fees shall be the sole responsibility of the Municipality.

20. The parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost or expense by third party not affiliated in any way or employed by either party, for damage or injury caused by the act of omission of the indemnifying party or its agents.

21. The signatory of this document represents that it/he/she possesses the requisite authority to bind the public entity and further represents the execution of this Agreement is authorized by the Municipality.

THIS AGREEMENT is a sole expression of the understanding between two parties and may only be modified by a written amendment signed by both parties.

ASSOCIATED HUMANE SOCIETIES, INC.

WITNESS:

BY: John Beegan

Rebecca Sperry

ATTEST:

TOWNSHIP OF BARNEGAT

WITNESS:

BY: Alfonso Cirulli
Alfonso Cirulli, Mayor

Michele Rivers, RMC
Michele Rivers, Clerk