



ASSOCIATED HUMANE SOCIETIES, INC. ♦ POPCORN PARK
 PUBLISHER OF THE HUMANE NEWS
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 FEB 11 2021
 Clerks Office

Office

February 4, 2021

Township of Barnegat
 900 West Bay Avenue
 Barnegat, New Jersey 08005

Attn: Michele Rivers, RMC, Municipal Clerk

Re: Animal Control Contract 2021

Dear Ms. Rivers:

Enclosed please find a fully executed copy of Contract for Animal Control between the Township and the Society for the year 2021. We have retained one copy for our records.

If you have any questions or concerns, please do not hesitate to contact our offices in Newark.

We look forward to working with you in the upcoming months.

Best Regards,

Pamela Parisio
 Executive Assistant

Encs. 1



EXECUTIVE OFFICES / ESSEX COUNTY BRANCH

124 EVERGREEN AVENUE
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 (973) 824-7080
 FAX: (973) 824-2720
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OCEAN COUNTY BRANCH

HOME OF POPCORN PARK
 HUMANE WAY - PO Box 43
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2960 SHAFTO ROAD
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THIS AGREEMENT, made this day of , 2021 by and between
the ASSOCIATED HUMANE SOCIETIES, INC., a 501C3, non-profit organization under State and Federal law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 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 W. 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 on the 1st day of January and ending on the 31st day of December 2021.

1. The Society shall make their services as an independent contractor as an animal control provider, as hereinafter 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. Weekends, holidays 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, Marine Mammals, feral cat colonies (feral cats that are not part of any TNR program) 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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We will not be picking up rats, mice, moles or voles or any other small rodents. Please contact Pest Control for removal of these animals. Trapped healthy animals that do not pose a threat or safety risk to the public shall be released at or near the area of capture in accordance with standard rules and regulations of the industry.

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 by said feral cat colony "caretaker" All other matters regarding feral cat colonies shall be between the caretaker and the Municipality. The Society may provide TNVR services for feral cats if the alternative is euthanasia and if either the finder agrees to provide food, water and shelter or the cat is being released in the same general area because it is known to have habituated to that area without a caretaker. Cats that are ear-tipped or tattooed will be released on location. If the Society determines that the cat is a domestic cat, it will not be returned.

As of January 1st, 2020, the Society is not accepting feral cats (other than for TNR purposes/part of a TNR program).

*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 upon, are due thirty (30) days after the presentment of invoice/and or Municipal voucher executed by the appropriate party. **There will be a two (2%) per cent late fee imposed if payment is over thirty (30) days late. If non-payment goes beyond 60 days, services will be suspended until the 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, at 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, the costs will be borne by the owner.

5. *An Animal Control Officer employed by the Society shall not put his or her life in peril and accordingly, in certain situations, local police presence may be requested and required for the Animal Control Officer to respond.*

6. *Response time to an emergency will be no longer than one (1) 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 5:00 p.m.) All calls to the Society, after normal business hours, must be received through the Police or Health Department of the Municipality. Residents are not to contact the Society or our Animal Control Officers directly.*

7. *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.*

8. *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 a seven (7) day hold period, it is expressly understood once the Society accepts any animal and takes it into*

custody, the animal shall be put up for adoption, if possible, or humanely euthanized at the sole and exclusive discretion of the Society.

9. 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 providing the Municipality supplies Summons books. The Animal Control Officer is responsible for following up and issuing a summons, if necessary. The Society shall 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 canvas for owned animals. As per N.J.S.A. 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.

10. 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 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.

11. 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.

12. In case of potential rabies exposure, the cost of transportation of the head of an animal suspected of rabies to the State Department of Health shall first fall to the owner of the animal and if no known owner shall be provided by the Society, under the condition that the animal expired on the premises before the ten (10) day quarantine period referred to above.

13. 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.

14. 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 residents living space and posing a threat to the well-being of the resident, there will be no charge for the removal of the animal.

*15. 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 & REGULATIONS ATTACHED).

16. *The Society shall not be responsible for handling deer carcasses, per State law, provided however, the Society shall retrieve infirm, injured deer and orphaned fawns.*

17. *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 alternate kenneling/housing for any Court held animal. The Society cannot continue to hold animals beyond ninety (90) days for reasons that include capacity issues and the health of the animal and costs involved.*

18. *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 and all paperwork received from the Society for OPRA fulfillment and compliance.*

19. *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.*

20. *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 cost, expenses and/or legal fees shall be the sole responsibility of the Municipality.

21. 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.

22. 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 agreement signed by both parties.

THE SOCIETY strongly recommends the practice of TNVR within the Municipality. Stray cats trapped that are found to be tattooed or ear-tipped will be re-released back into the area they originated from. We are implementing TNVR to reduce the number of animals euthanized and for the control of the feral cat population.

ASSOCIATED HUMANE SOCIETIES

BY




WITNESS:



ATTEST:

TOWNSHIP OF BARNEGAT

BY


Albert Belle, Mayor



ADDENDUM TO CONTRACT FOR ANIMAL CONTROL/TRAP RENTAL AGREEMENT. PLEASE READ THESE RULES CAREFULLY, FAILING TO ADHERE TO THE RULES STATED HEREIN WILL FORFEIT YOUR PRIVILEGE TO USE OUR TRAPS

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m., there is nothing in the trap, it must be unset until that night. If something is caught, then you **must** call the Humane Society between 9:00 a.m. and 10 a.m. that morning.
2. **DO NOT TRAP ON WEEKENDS!** There will be no pick-ups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold 40 degrees or heat in excess of 80 degrees). Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know what you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to the area (raccoons, skunks, opossums, etc.) will be released on or near the site where it was trapped. State regulations prohibit the relocation of certain animals.
5. The Society reserves the right to remove the trap at any time, such as an emergency situation, dangerous situation or person or persons not adhering to trap rules.
6. We ask that when you catch something in a trap, you move the trap out of the sun to a well shaded area; the trap should be kept dry and out of the elements. The trap should be covered with a light cloth until the driver arrives to remove the trap. **PROVIDE FOOD AND WATER!**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened, which may make it dangerous. Keep children and pets away from the trap and keep in a quiet place. **FOOD AND WATER MUST BE PROVIDED.**
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our drive will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m. and 5:00 Monday through Friday.
12. All stray animals caught in a trap will be held for seven (7) days and then become the property of the Humane Society to be humanely euthanized or put up for adoption as the Society sees fit.

ACO SIGNATURE (UPON LEAVING THE TRAP

NAME – PLEASE PRINT

STREET ADDRESS – PLEASE PRINT

ACO SIGNATURE (UPON RETRIEVING TRAP
IN GOOD WORKING CONDITION

CITY/STATE/ZIP – PLEASE PRINT

SIGNATURE

Below is a list “added value” services provided by the Associated Humane Societies:

- *Mobile Spay/Neuter Van is made available for low cost spay/neuter to residents. We also provide wellness services and micro-chipping. Our mobile unit has been well received by residents and we have many return clients.*
- *Help is provided for the pets of persons dealing with domestic violence and/or catastrophic occurrences (i.e. fire, eviction) Animals will also be held for Court Cases; however, those animals will be held for a maximum of 90 days; after 90 days alternate housing must be found.*
- *Certified trained Animal control Officers using proper equipment and in a vehicle meeting state standards.*
- *Added support for those residents on public assistance as to medical costs at our stationary and mobile clinics.*
- *AHS works closely with rescue group and animals are moved within our branches to ensure the best possible chance for adoption.*
- *Wildlife rescue, including orphaned babies, birds, etc., are cared for by AHS staff until they are brought to wildlife rehabilitators or released.*
- *AHS works closely with the animal welfare community and animal advocacy groups.*
- *Mobile Unit is made available for cat colony caretakers for TNR at a very low cost.*
- *Temperament evaluators at our facilities to insure safety and humane care to all adopters.*
- *“Nuisance wildlife” is a part of the AHS effort to work with area residents. We offer advice and suggestions on options and deterrents to discourage wildlife naturally, without the necessity of trapping. while insuring both the safety and comfort of the homeowner.*