

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2013-346

Council Meeting Date: 11-18-2013

Date Adopted: 11-18-2013

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND ANIMAL CONTROL SOLUTIONS, IN THE AMOUNT OF \$15,960.00

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Madden.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between Animal Control Solutions, LLC. and the Borough of New Providence, in the form attached hereto, and they do further authorize and direct the Borough Administrator and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 18th day of November, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 18th day of November, 2013.

Wendi B. Barry, Borough Clerk



Department of Health
Megan Avallone, MS, RN, HO
Director of Health
(908) 789-4070 ext. 4073
mavallone@westfieldnj.gov

Westfield Regional Health Department
425 East Broad Street
Westfield, New Jersey 07090
(908) 789-4070, (908) 789-4076 Fax
E-mail: health@westfieldnj.gov
Website: <http://westfieldnj.gov/health>

MEMORANDUM

TO: Doug Marvin – Borough Administrator

FROM: Megan Avallone – Health Officer 

SUBJECT: 2014 Animal Control Contract

DATE: November 8, 2013

I have attached the proposed 2014 Animal Control Contract from Animal Control Solutions. The proposed amount for 2014 is \$15,960. This is a savings of 14% or \$2,590 from the 2013 contract.

The Board of Health recommends that the Borough of New Providence renew the contract with Animal Control Solutions for 2014.

As always, please feel free to contact me with any questions or concerns.

Thank you.

Cc: New Providence Board of Health

Providing Public Health and Environmental Services to
Cranford, Fanwood, Garwood, Mountainside, New Providence,
Roselle Park, Summit & Westfield

11/08/13 07:15:41

PROFESSIONAL SERVICES CONTRACT BETWEEN ANIMAL CONTROL SOLUTIONS LLC, AND THE BOROUGH OF NEW PROVIDENCE

THIS AGREEMENT, made this 1st day of January, 2014 between the Borough of New Providence, having its municipal offices at 360 Elk Wood Avenue, New Providence, New Jersey 07974 and hereinafter referred to as the "Municipality"; and Animal Control Solutions, LLC having its principal place of business at 2 Marshall Drive, Flemington, New Jersey 08822 hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Municipality requires professional animal control services

WHEREAS, the Contractor is available to perform the necessary services for the Municipality and has the expertise and staff to provide these services

WHEREAS, The Municipality desires the Contractor to undertake professional services as outlined in Schedule A

WHEREAS, said services are professional in nature and are therefore excluded from the Bidding Laws of the State of New Jersey

NOW, THEREFORE, in consideration of the promises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree that the Contractor shall provide the services outlined in the proposal attached hereto as Schedule A.

SECTION 1 – MUNICIPALITY’S RESPONSIBILITIES

The Municipality Shall:

1. Provide full information as to its requirements
2. Assist the Contractor by placing at its disposal all available information.
3. Designate a person to act as the Municipality’s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Municipality’s policies and decisions with respect to Contractor’s services. Such person shall not have authority to modify the Scope of Work nor amend or modify this Agreement.
4. Designate a person or persons that shall conduct all official correspondence with residents. This shall include but is not limited to mailing of ordinance warnings and summonses. They shall also notify residents of all health alerts as directed by the New Jersey and County health departments.
5. Give prompt notice to the Contractor whenever the Municipality observes or otherwise becomes aware of any development that affects the scope or timing for services.
6. Maintain and grant access to a designated holding facility for the drop off of impounded animals either through the Contractor or on their own.
7. Maintain a contract with an after-hours emergency veterinarian for the purpose of caring for severely injured impounded domestic animals either through the Contractor or on their own.
8. Be billed directly from the designated holding facility, or Contractor and any veterinarians for all costs of animal impoundment, treating injured animals, or preparing animals for rabies testing, and shall indemnify and hold harmless the Contractor from any and all such charges. This is to include but is not limited to impounding and veterinary fees for animals whose owner refuses or is unable to pay.

SECTION 2 - PERIOD OF SERVICE

1. The Contractor shall proceed with the performance of services as outlined in Schedule A attached. The term of this Agreement shall be from January 1, 2014 through January 1, 2015.
2. This Agreement may be terminated by either party upon ninety (90) days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof

through no fault of the terminating party. The Contractor shall be paid in full for services rendered and expenses incurred to the termination date.

3. The Contractor reserves the right to suspend all services if payments or any part thereof are not received within 45 days from invoice date. The Contractor shall notify the Municipality in writing prior to any suspension of services. During the suspension the contract shall remain in full force and effect and monthly payments shall continue to accrue. Due to the emergency nature of service the Contractor shall continue to provide service on a cash only per call basis, at a rate of \$500 per call out. All call outs shall be directed solely by the Municipality.

SECTION 3 – PAYMENTS TO ANIMAL CONTROL SOLUTIONS, LLC

1. The Contractor shall charge a yearly fee of \$15,960.00 for any and all services listed in Schedule A.
2. The contract fee shall be paid in monthly installments of \$1,330.00.
3. Kenneling and Veterinarian fees billed by the Contractor shall be paid monthly and in accordance with Schedule B.

SECTION 4 – INSURANCE

1. The Contractor shall maintain general liability and automobile liability insurance in minimum amounts of \$1 million for bodily injury and property damage per occurrence and in aggregate.
2. The Contractor shall also carry a minimum of \$1 million in excess liability coverage. In addition, the standard worker's compensation insurance coverage shall be maintained.

SECTION 5 – EQUIPMENT AND VEHICLES

1. The Contractor shall provide all equipment necessary to perform all duties listed is Schedule A.
2. The Contractor shall provide vehicles fully compliant with New Jersey State regulations.

SECTION 6 - ADDITIONAL CONDITIONS

1. Animal Control Solutions, LLC shall reserve the right to enter into an agreement similar to this with any other Municipalities in the State of New Jersey.

SECTION 6 – AFFIRMATIVE ACTION

1. The parties to this Contract agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the Contractor agrees to comply fully with the terms, provisions and obligations of said subsection which shall be applied subject to the terms of subsection 3.4(d) of said Regulations.
2. The parties to this contract agree to incorporate into this Contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the contractor agrees to comply fully with the terms, provisions and obligations of said section 5.3. A copy of the Contractor's certificate of compliance is attached hereto.

SECTION 7 – NON-FAIR AND OPEN CONTRACT CONTRIBUTION ADDENDUM POLITICAL CONTRIBUTION DISCLOSURE.

1. This contract has been awarded to Animal Control Solutions, LLC based on the merits and abilities of Animal Control Solutions, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Animal Control Solutions, LLC it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004,c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party an elective public officer of the Borough of New Providence, County of Union when the contract is awarded, or to any candidate committee of any person serving in a elective public officer of the Borough of New Providence, County of Union when the contract is awarded.

IN WITNESS WHEREOF, we have set our hands and seals this 1st day of January 2014.

ATTEST:

ANIMAL CONTROL SOLUTIONS, LLC

BY: _____

Thomas Dodd, President

ATTEST:

BOROUGH OF NEW PROVIDENCE

BY: _____

Douglas R. Marvin, Township Administrator

Schedule A

ANIMAL CONTROL SERVICES

Domestic Animal Apprehension and Impoundment

1. Animal Control Solutions, LLC shall respond and impound dogs that are running loose within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
2. Animal Control Solutions, LLC shall respond and impound all stray dogs that have been found and confined within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
3. Animal Control Solutions, LLC shall respond, treat, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
4. Animal Control Solutions, LLC shall respond, impound, and transport to a designated holding facility all dogs under the New Jersey Potentially Dangerous and Vicious Dog Act.
5. Animal Control Solutions, LLC shall respond and remove all stray cats within the borders of the contracting municipality. Animal Control Solutions, LLC shall require the complaining party to wait a period of 3 days prior to any attempts in capturing and removing the animal unless the animal is reported to be sick or injured. This allows the animal to return to its owner. If traps are required, Animal Control Solutions, LLC will provide the trap and bait, however the complaining party will be responsible for setting, monitoring, and rebaiting the trap daily. The complaining party shall call when the cat is trapped for pick-up. Complaining parties are required to trap only during hours which will be provided to them. There will be a deposit required for any traps loaned. Any cat that has been provided food, shelter, or any care whatsoever shall not be considered stray and the resident shall be responsible for the costs of the animal removal. (See #7)
6. Animal Control Solutions, LLC shall assist law enforcement in removing and impounding owned domestic dogs and cats only in the event of the owner's arrest, eviction, or death within the borders of the contract municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
7. Animal Control Solutions, LLC shall reserve the right to charge residents or businesses requesting services not included in the contract. These services include, but are not limited to, feral and unwanted cat removal on private property.
8. Animal Control Solutions, LLC shall keep and maintain accurate records of each animal impounded as per New Jersey Law.
9. Animal Control Solutions, LLC shall allow owners of unwanted animals to surrender their pets who are deemed adoptable. Owners must provide proof of ownership and prior to the animals surrender. All animals shall be held 7 days prior to any disposition at the owner's expense as prescribed by law. All costs of this service shall be the responsibility of the owner.

Rabies Quarantine and Testing

1. Animal Control Solutions, LLC shall respond and take appropriate action under New Jersey Health Code to all reported animal bites within the borders of the contracting municipality.
2. Animal Control Solutions, LLC shall conduct quarantine rechecks as per New Jersey Health Code.
3. If rabies testing is required, Animal Control Solutions, LLC shall transport the biting animal to a local veterinarian to be prepared for testing.
4. Animal Control Solutions, LLC will not transport rabies specimens to State health offices.
5. Animal Control Solutions, LLC shall keep and maintain accurate records of each animal quarantined as per New Jersey Law.

Wildlife

1. Animal Control Solutions, LLC shall respond, capture and destroy all wildlife that has bitten any human or companion animal within the borders of the municipality. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing.

2. Animal Control Solutions, LLC shall respond, remove or destroy all wildlife that the Animal Control Officer feels is sick or injured, or has entered and is occupying the immediate living space of a residence (not attic, basement, garage, out buildings, businesses, or dumpsters).
3. Animal Control Solutions, LLC shall respond and remove all dead small mammals (excluding deer and skunks) from public roadways and Municipal owned property.
4. Animal Control Solutions, LLC shall reserve the right to charge residents or businesses requesting services not included in the contract. These services include, but are not limited to, nuisance wildlife removal.

Pet Census and Licensing

1. Animal Control Solutions, LLC shall conduct a yearly pet census, as prescribed by New Jersey Law. This census shall be administered while answering calls from residents and police (not door to door). A list of all unlicensed pets shall be given to the contracting municipality each month.
2. Animal Control Solutions, LLC shall at a date and time directed by the contracting municipality sign summons against residents that are noncompliant with pet licensing.

Ordinance and Law Violations

1. Animal Control Solutions, LLC shall issue summons at the discretion of the issuing officer under the contract municipality's ordinances and State Statutes.
2. Animal Control Solutions, LLC shall appear to all mandated court hearings.

Animal Cruelty

All animal cruelty complaints shall be handled by the local police department or forwarded by the contracting municipality to the New Jersey Society for the Prevention of Cruelty to Animals, 1-800-582-5979. Animal Control Solutions, LLC shall assist only in the transport of the animals to a holding facility or to a licensed vet for treatment at the direction of the law enforcement officer in charge or the municipality.

Record Keeping

1. Animal Control Solutions, LLC shall keep and maintain accurate records of all actions performed within the borders of the contracting municipality.
2. Animal Control Solutions, LLC shall provide a monthly report of these records to the contracting municipality.

Schedule B
Kenneling and Veterinary Fees

The following is the schedule of fees that will apply for the impounding of stray dogs and cats through Animal Control Solutions, LLC. It also covers any additional costs that may be necessary under NJSA Title 4. Pet owners will be responsible for the claiming fees for their pets. However, in the event the owner refuses or is unable to pay claiming fees the Municipality shall be billed for those fees.

Emergency Veterinarian care shall be determined on a case by case basis. Animal Control Solutions, LLC. shall only provide minimal care only to keep the injured animal comfortable until a owner is located. Only when a licensed Veterinarian has deemed the animal to be beyond reasonable care shall the animal be euthanized prior to the state required 7 day hold or as applicable by law.

Dogs:

1 day board	\$40.00
7 day board	\$280.00
10 day board (bite case)	\$400.00
Euthanasia and Disposal	\$60.00
Disposal Only (dead dog)	\$45.00
Exam for Injured Animal	\$30.00
Prepare Rabies Specimen	\$30.00

Cats:

1 Day Board	\$35.00
7 Day Board	\$245.00
10 Day Board (bite case)	\$350.00
Euthanasia and Disposal	\$50.00
Disposal Only (dead cat)	\$35.00
Exam for Injured Animal	\$30.00
Prepare Rabies Specimen	\$30.00

Wildlife:

Prepare Rabies Specimen	\$30.00
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