

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2014-395

Council Meeting Date: 12-01-2014

Date Adopted: 12-01-2014

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND ANIMAL CONTROL SOLUTIONS FOR THE YEARS 2015 AND 2016, IN THE AMOUNT OF \$15,960.00 PER YEAR

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Kapner .

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 1st day of December, 2014.

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 1st day of December, 2014.

Wendi B. Barry, Borough Clerk

B O R O U G H O F
NEW PROVIDENCE

SETTLED IN 1720

BOARD OF HEALTH

J. Brooke Hern, Mayor

P.A. Silvagni, President

Linda Fitzpatrick, Secretary

Memo

To: Wendi Barry, Borough Clerk
From: Linda Fitzpatrick, Board of Health Secretary
Date: 10/23/14
Re: 2015 Animal Control Contract



At its meeting of September 3, 2014, the Board of Health reviewed the proposal packet you received from Animal Control Solutions outlining several options for the 2105 animal control contract. The Board unanimously agreed that the proposed amount of \$15,960 for a 2-year contract is the best option. This represents a zero increase over the 2014 contract price. It was also noted that the 2014 contract price was \$2,590 (14%) less than the 2013 contract. In consideration of the excellent service the Borough has received from Animal Control Solutions, the Board of Health recommends that the Borough renew the contract with Animal Control Solutions for the 2-year period 2015-2016, with the provision that the Borough retain the ability to cancel after the first year. The Board also requests that the Borough Attorney review the contract.

A review of additional costs to the Borough each year for services not covered in the contract (such as kenneling of stray animals, rabies testing) indicates that these costs are minimal. For 2013, they added up to \$250.40. So far for the first 9 months of 2014, they total \$155.00.

On the advice of Borough Counsel, the Board sought quotes from the other two animal control services that service our area, St. Hubert's and Associated Humane Societies. St. Hubert's did not respond to the request. Associate Humane submitted a 1-year contract proposal at \$13,004.25.

At the Board's instruction, a copy of the current 2014 contract is appended to this memorandum to facilitate counsel's review.

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

THIS AGREEMENT, made this 1st day of January, 2015 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, Dangerous Dog impoundments, evictions, owner arrest, or any other owned animal impoundment. Under state statute, all aforementioned impoundments the municipality shall be able to recoup said costs through summons. The Contractor shall issue appropriate summons on the behalf of the Municipality to recoup said fees.

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, 2015 through January 1, 2017.
2. This Agreement may be terminated by either party upon ninety (90) days' written notice. 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 in 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 its 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 2015.

ATTEST:

ANIMAL CONTROL SOLUTIONS, LLC

BY: _____

Thomas Dodd, President

ATTEST:

BOROUGH OF NEW PROVIDENCE

BY: _____

Township Administrator

Schedule A

ANIMAL CONTROL SERVICES To Be Provided By The Contractor

Definitions

Owner: Any person or persons to include property owners and private businesses owners who have shown a interest or permitted their tenants or employees to show interest in a domestic animal by having the domestic animal in their keeping or allowing the domestic animal to remain on their property, or provided food, water, shelter, or veterinary care to a domestic animal for a period of time exceeding 7 days without notifying the municipality or the municipal animal control agency at the time when the domestic animal was first discovered.

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, the duration of the trapping will not exceed five (5) days unless cats are activity being captured. 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 unless the complaining party is handicapped, elderly, or has a ailment. 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. The municipality may choose to cover these costs on a case by case basis. (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. In the event of a eviction a signed copy of a eviction warrant shall be provided prior to the removal of the animal. Under state statute the landlord is responsible for the boarding of the animal for seven (7) days. The landlord will be required to make arrangements and payment with a holding facility or with Animal Control Solutions, LLC prior to the removal of the animal. 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, owned 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 to our non-profit rescue Friends of Animal Control Solutions, LLC with the following exceptions. If FOACS is unable to take in the animal the owner shall be given contact information to other local shelters and rescue groups. FOACS will not accept any owned animal for euthanasia only. Owners seeking euthanasia only shall be directed to a veterinarian. If the animal is accepted by FOACS owners must provide proof of ownership and prior to the animals surrender. 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 transport rabies specimens to local and county health offices for transport
5. 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, trashcans, traps, or dumpsters). All other wild animal issues will be considered nuisance wildlife. Under NJ Wildlife Conservation Guidelines wildlife can not be removed from a property unless it has caused over \$500 worth of property damage. Certain species of wildlife are protected under state statute and can not be removed unless it poses a threat of immediate danger. Other species are protected during certain times of the year and can not be removed during those times for any reason. Residents shall be directed to call Animal Control Solutions, LLC or NJ Fish and Game dept of Wildlife Conservation prior to removing or trapping any wild animal. Callers shall be informed that nuisance wildlife is not covered under this contract and they will be solely responsible for all costs in the removing or exclusion of nuisance wildlife. (See #4)
3. Animal Control Solutions, LLC shall respond and remove all dead small mammals (excluding deer and skunks) from public roadways and Municipal owned property. This service shall be conducted twice per week at the discretion of Animal Control Solutions, LLC
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. Nuisance wildlife complaints shall be handled through our pest control service ACS Pest Control, LLC.

Livestock

1. Animal Control Solutions, LLC shall respond to all request of livestock running loose.
2. If unable to locate owner, Animal Control Solutions, LLC shall attempt to capture and transport all stray livestock to one of it's holding farms. This service can be limited due to the size of animals and the availability of a farm capable to housing animal.
3. Cost for the boarding and feed of livestock shall be borne buy the owner. After seven (7) days if the livestock goes unclaimed it shall become the property of the farm holding the animal.

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

Animal Control Solutions, LLC shall respond to animal cruelty incidents that are emergent in nature. A example of a emergent incident would be an animal locked in a car during inhumane conditions. All other 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. Animal hoarding is considered cruelty by state statute. Therefor, Animal Control Solutions, LLC shall not be responsible for any boarding or medical care costs for animals in hoarding conditions. The decision shall be solely on the municipality or SPCA if the animals should be impounded for their safety. All costs involved shall be borne by the municipality or SPCA. These costs can be recuperated in court under statute.

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.

Emergency Disaster Response

1. During a "State of Emergency" under the direction of the municipality and Emergency Management Coordinator Animal Control Solutions, LLC. shall attempt rescue and transport all displaced and injured animals to a holding facility designated by the municipality. Animal Control Solutions, LLC. shall be classified by the County OEM coordinator as a first responder prior to responding to a incident during a "State of Emergency". Due to the emergent disposition of these events, Animal Control Solutions. LLC. reserves the right to prioritize requests for assistance. During major incidents the municipality shall request support form the County Animal Emergency Response Team. If under a emergency fuel ration the municipality shall permit Animal Control Solutions, LLC to refuel at their municipal fuel depot. Animal Control Solutions, LLC shall reimburse the municipality of all fuel used at cost.

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.

Municipalities may choose to contract directly with holding facility instead of paying the rates listed bellow. The facility the municipality chooses must be local and Animal Control Solutions must have 24 hour access to this facility.

Dogs:

1 day board	\$40.00
7 day board	\$280.00 (includes adoption prep or euthanasia and disposal)
10 day board (bite case)	\$400.00
Euthanasia and Disposal	\$60.00 (Seriously injured and cannot be held)
Disposal Only (dead dog)	\$45.00
Exam for Injured Animal	\$30.00
Prepare Rabies Specimen	\$30.00
Dangerous Dog Act	\$40.00 per day

Cats:

1 Day Board	\$35.00
7 Day Board	\$245.00 (includes adoption prep or euthanasia and disposal)
10 Day Board (bite case)	\$350.00
Euthanasia and Disposal	\$50.00 (seriously injured and cannot be held)
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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