

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2018-298

Council Meeting Date: 12-17-2018

Date Adopted: 12-17-2018

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND ANIMAL CONTROL SOLUTIONS FOR THE YEARS 2019 AND 2020, IN THE AMOUNT OF \$16,800.00 PER YEAR

Councilperson Muñoz 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 17th day of December, 2018.

RECORD OF VOTE

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

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 17th day of December, 2018.

Wendi B. Barry, Borough Clerk

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

THIS AGREEMENT, made this 1st day of January, 2019 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.

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, subpoenas, 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. Maintain and grant access to a dumpster for the purpose of disposing dead wildlife found in the borders of the municipality either through the contractor or on their own.
9. 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 Appendix A attached. The term of this Agreement shall be from January 1, 2019 through December 31, 2021.
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 assess a 10% late fee if payments or any part thereof are not received within 45 days from invoice date. 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 Appendix A during the contract term.
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 Appendices B and C.
4. The Contractor shall charge a round trip fee of \$100.00 for cat trapping/monitoring. A round trip will be defined as each time the contractor responds to a location to either set or close a trap. A \$200.00 fee for any other requests by the Municipality for services outside of this Contract. The Contractor must agree and the request must be within the scope of the Contractor's ability prior to responding to request.

SECTION 4 – INSURANCE

1. The Contractor shall maintain general liability and automobile liability insurance in minimum amounts of \$1 million per occurrence and \$2 million general aggregate for bodily injury and property damage
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.
3. The Contractor shall name the Municipality as an additional insured on all policies other than worker's compensation and shall provide a waiver of subrogation. The Contractor will provide a Certificate of Insurance and the appropriate policy endorsements as evidence of such insurance upon request.

SECTION 5 – EQUIPMENT AND VEHICLES

1. The Contractor shall provide all equipment necessary to perform all duties listed in Appendix 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 mandatory language and the Contractor’s certificate of compliance are attached hereto.

IN WITNESS WHEREOF, we have set our hands and seals the date first written above.

ATTEST:

ANIMAL CONTROL SOLUTIONS, LLC

BY: _____

Thomas Dodd, President

ATTEST:

BY: _____

Mayor

Appendix 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 an 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 and requested removal.

Stray Domestic Animal Apprehension and Impoundment

1. Animal Control Solutions, LLC shall respond and when possible impound dogs that are running loose within the borders of the contracting municipality when the animal is in view of the complainant. 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, 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 in conjunction with the Municipal Department of health and local law enforcement.
5. Under the direction of the Municipality, Animal Control Solutions, LLC shall respond and attempt to 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.
 - a. Animal Control Solutions, LLC shall conduct a site visit (welfare check) to determine if the cat(s) are owned or truly stray. Upon completion of the site visit a report will be forwarded to the municipality for approval prior to impounding the cat(s) unless the cat(s) is severely injured.
 - b. 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 an ailment. The complaining party shall call when the cat is trapped for pick-up. Animal Control Solutions will pick up the trapped cat and transport it to a holding facility at no charge. Complaining parties are required to trap only during hours which will be provided to them. If the complaining party refuses to set and monitor traps Animal Control Solutions can do it for a nominal fee. This fee is assessed each trip Animal Control Solutions takes. The municipality may choose to cover these costs on a case by case basis (See Section 3, Paragraph 4)
 - c. There will be a \$175.00 deposit required for each trap loaned. The deposit may be given by either the complaining party or the Municipality at the discretion of the Municipality. This deposit will be returned once the trap is returned in good working order. If at any time the trap is damaged or missing the Contractor reserves the right to use the deposit.
 - d. 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 Section 3, Paragraph 4 of the Addendum to Contract).

6. 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.

7. Animal Control Solutions, LLC shall keep and maintain accurate records of each animal impounded as per New Jersey Law.

8. At the direction of the municipality, Animal Control Solutions, LLC shall respond and impound any dog or cat that is in a vehicle on a public roadway or private property not owned or occupied by the owner, in the event of the owner's arrest, or hospitalization. As applicable by law upon impounding the animal the municipality shall send a certified letter to the owner advising them that they have at least 7 days to claim or have someone claim the animal(s) from the designated holding facility. If the time limit has elapsed the incident shall be considered animal abandonment under the animal cruelty statutes. Therefore, the case will be transferred to the Municipal Humane Law Enforcement officer for direction.

9. Animal Control Solutions, LLC networks with several area rescue groups and shelters for the placement of their unclaimed stray animals taken impounded by Animal Control.

Rabies Quarantine and Testing

1. At the direction of the local, county, or state Board of Health or Health Officer, Animal Control Solutions, LLC shall respond and attempted to 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 quarantines and releases as per New Jersey Health Code during normal business hours.

3. Animal Solutions, LLC shall make attempts over a 3 day period to contact the owner of the animal that is required to be placed under quarantine or being released from quarantine. One of these attempts shall be a physical visit to the residence as long as that residence is in the jurisdiction of this contract.

4. If the owner isn't able to be reached or is uncooperative Animal Control Solutions, LLC shall return the quarantine/confinement notice back to the municipal or county health officer for further action on their part.

5. If rabies testing is required, Animal Control Solutions, LLC shall transport the biting animal to a local veterinarian to be prepared for testing.

6. Animal Control Solutions, LLC will transport rabies specimens to local and county health offices for transport.

7. Animal Control Solutions, LLC will not transport rabies specimens to State Health offices.

8. 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, attempt to capture, or have destroyed 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. Municipal Police may be required to destroy the suspect animal at the request of the Contractor.

2. Animal Control Solutions, LLC shall respond, attempt to remove, capture, release, or have destroyed all small wildlife that the Animal Control Officer feels is sick or injured, or has entered and is occupying the immediate living space of a residence. Examples of areas not considered immediate living spaces are but not limited to attic, basement, crawlspace, chimneys, walls, ductwork, roofs, garages, out buildings, commercial property, trashcans, traps, trees, front or back porches, dumpsters, or any other property that is not inhabited. All other wild animal issues will be considered nuisance wildlife. Though uncommon due to the restricted hours and rules of local wildlife rehabs and employee safety concerns Municipal Police may be required to destroy the suspect animal at the request of the Contractor. The request to destroy the animal may be given via telephone. If the Municipal Police are unable or unwilling to destroy the animal an additional euthanasia fee shall be charged under Appendix A or B depending if the incident occurs after regular Vet hours. If the animal is destroyed by the Municipal Police it shall be removed within 24 hours from the time of the incident at no additional cost.

3. Wild animals injured due to a resident's or their representatives carelessness or deliberate actions shall not be the responsibility of the Municipality or Animal Control Solutions, LLC. The resident or their representative shall be

directed to contact a Wildlife rehab or New Jersey State Fish and Game. The resident or their representative shall be responsible for transport of the animal to the rehab or other state approved location. They can do this through private contractor such as a pest control service. This includes but is not limited to trapping, snaring, poisoning, cutting down trees habited by wildlife, sealing up wildlife dens or holes wildlife has created to access living areas, and improper exclusion.

4. All Deer, Bear, Bob Cat, Coyotes, birds covered under the US Migratory Bird Act, exotic animals under the NJ Department of Environmental Protection and Snakes incidents are regulated by New Jersey Department of Fish and game, department of Wildlife Conservation. Residents with issues with these animals shall be directed to contact them for assistance.
5. Under NJ Wildlife Conservation Guidelines wildlife cannot be removed from a property unless it has caused over \$500 worth of property damage. Certain species of wildlife are protected under state statue and cannot be removed unless it poses a threat of immediate danger. Other species are protected during certain times of the year and cannot be removed during those times for any reason. Residents shall be directed to call Animal Control Solutions, LLC or NJ Fish and Game Department 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 #8)
6. Animal Control Solutions, LLC shall respond and remove all dead small wildlife to include Raccoons, Coyote, Opossums, Squirrels, fox, large birds such as raptors, and skunks from public roadways and Municipal owned property. Skunks will be picked up 72 hours from the date they are reported. This is to allow the smell to naturally dissipate. All other dead wild animals will not be the responsibility of the contractor, this includes but is not limited to deer, bear, small birds, vermin, livestock, equine, and fish. This service shall be conducted once per week at the discretion of Animal Control Solutions, LLC
7. Other than wildlife regulated by the NJ Department of Fish and Game, or Department of Wildlife Conservation, which require an exclusion from the Contract, the removal of Healthy Nuisance Wildlife not covered by the exclusion found on Public Property such as Municipal Buildings, Garages, Dumpsters, Parks and Parking Lots shall be charged under Section 3 Paragraph 4 of the Addendum to Contract.
8. 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.
9. For Contractual purposes all Wild Birds shall be considered Wildlife and restrictions listed above shall also apply to them.

Livestock

1. Animal Control Solutions, LLC will respond to incidents regarding stray Livestock when the animal is in view of the complainant and the owner is not known.
2. If unable to locate owner, Animal Control Solutions, LLC may attempt to capture and transport all stray livestock to a holding farm only if the farm is available. This service can be limited due to the size of animals and the availability of a farm capable to housing animal. If a farm is unavailable the Municipality may request temporary holding of the stray livestock at another location.
3. Sick, Injured, or Dead livestock shall be the responsibility of the owner. If the owner is unknown it shall be the responsibility of the Municipality.
4. Cost for the boarding and feed of livestock shall be borne by 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 pet census. 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 via monthly reports. The municipality shall decide to either send out warnings to the offenders or to issue summons immediately. If warnings are sent it will be up to the municipality to contact the contractor once the warning time limit has expired to issue summons (see #2 in this section)
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. Yearly summonsing from the unlicensed pet list provided by the municipality will be conducted after October 1st at the discretion of the municipality. If the amount of

summons on the unlicensed pet list provided by the municipality exceeds 50 unlicensed animals, the municipality shall be required to fill out each summons and notify Animal Control Solutions when completed. Animal Control Solutions will then send an ACO to sign each summons.

Court, 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. (See e.g., Pet Census and Licensing Paragraph 2)
2. Animal Control Solutions, LLC shall appear to all mandated court hearings under the following restrictions:
 - A. Animal Control Solutions shall only send one ACO to court on any given day. This allows Animal Control Solutions the ability to continue to provide emergency services.
 - B. If the court mandates that more than one ACO is required to attend a hearing at the same time the court must subpoena and notify the required ACO's at least one week prior to the court hearing. This will give Animal Control Solutions time to correct any scheduling conflicts.
 - C. If the court mandates that more than one ACO is required to attend a hearing at the same time the municipality will be charged \$100 per hour fee for each ACO mandated to court over the one ACO limit.
 - D. If at any time Animal Control Solutions feels that the court or municipality is causing a hardship by monopolizing its staff or otherwise preventing them from providing its contracted emergency Animal control services they reserve the right to dismiss the case without repercussion.
3. Animal Control Solutions, LLC shall seek restitution in court incidents in which a contractor has responded to court more than 3 times for the same case. A \$100 appearance fee thereafter in accordance with Section 3, paragraph 4 of this Addendum to the Contract shall be requested from the court for restitution. If the court decides not to allow the restitution the fee shall be billed to the municipality. Failure to appear by the defendant, adjournments, status conferences, depositions, and meetings are all examples of situations that may cause the contractor to exceed 3 appearances in court.

Animal Cruelty

Responding to animal cruelty incidents will be the responsibility of the Municipal Humane Law Enforcement Officer, the County Prosecutors Office, and the designated County SPCA under state statute. Under this contract Animal Control Solutions is not responsible for responding to animal cruelty incidents except to help the law enforcement officers in apprehending and transporting the dogs and cats they seize if they choose to use a holding facility through Animal Control Solutions (see Appendix C).

1. Animal Control Solutions, LLC shall forward all animal cruelty complaints to the municipal Humane Law Enforcement Officer. The Humane Law Enforcement Officer will handle the complaint from that time forward.
2. Animal Control Solutions, LLC shall assist only in the capture and transport of dogs and cats seized by the Humane Law Enforcement Officer to a holding facility through the contractor (See Appendix C).
3. Under state statute the county prosecutor's office will be responsible for providing a holding facility for animals seized under the animal cruelty statutes. Under this contract Animal Control Solutions holding facilities are not obligated to take in any animal being seized under the animal cruelty statutes unless they agree. The municipality should contact the designated County SPCA first before requesting services under Appendix C.
4. Animal hoarding, Animal Abandonment and the Tethering Law violations are all considered cruelty by state statute. Therefore, Animal Control Solutions, LLC shall not be responsible for any boarding or medical care costs for animals in these situations. The decision shall be solely on the municipality or prosecutor's officer to seize animals for their safety as applicable by law. Animal Control Solutions will assist with capture and transport only in the event the municipality or County Prosecutor's office seizes the animals and requests them to go to a holding facility through Animal Control Solutions under Appendix C.
5. Animal Control Solutions, LLC are not obligated to provide care for animals that have been seized or held under the animal cruelty statutes unless the animals are in the care of a holding facility through Animal Control Solutions. This includes providing food and water to animals that reside on any property other than a holding facility operated by Animal Control Solutions.

Owned Animal Incidents

Notwithstanding the New Jersey Dangerous Dog Act, Animal Control does not have the statutory authority to seize or impound owned animals from their owner's property or property that they reside at without the owner's permission. This includes situations where the owner is evicted, arrested, or hospitalized. If the owner is unable to take care of their animal they need to make arrangements with another party for the care of their animals and notify the Municipal Humane Law Enforcement Officer. If they refuse or are unable the situation falls under animal cruelty. Animal Control Solutions is not responsible for responding to animal cruelty incidents except to help the law enforcement officers in apprehending and transporting the dogs and cats they seize if they choose to use a holding facility through Animal Control Solutions (see Appendix C).

- a. In the event of the owner's arrest or hospitalization the animal should remain on the property if another party resides at the same residents. If no other person resides at the property the animal may remain alone at the owner's property for a period not to exceed 24 hours unless the property is deemed to have hazardous living conditions. This guards against unreasonable seizures in the event the owner is released within a safe time period. If the time frame exceeds 24 hours the Municipal Humane Law Enforcement Officer or County Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.
- b. In the event of an eviction a signed copy of a fully executed eviction warrant (Warrant of Removal) should be provided to the Municipality or County Prosecutors office by the person requesting said eviction prior to the removal of the animal. The Municipal Humane Law Enforcement Officer or County Prosecutors office should contact the owner of the animal(s) and arrange a time for them to take custody of the animal. If the owner is unwilling or unable to claim their animal it would be considered animal abandonment under the animal cruelty statues and the animal(s) should be removed and taken to the designated county SPCA. If the municipality or County Prosecutors office requests the removal of animal(s) and transport to a holding facility through Animal Control Solutions they must provide a copy of the executed warrant of removal to Animal Control Solutions prior to any employee of Animal Control Solutions entering the premises and removing the animal.
- c. In the event of the owners death any relatives, partners, executors, or roommates should be responsible for the care of the animal. Animals are considered property and are part of the estate. If there is no one able to care for the animal then the Municipal Humane Law Enforcement Officer or County Prosecutors office should seize the animal(s) for their well-being under the animal cruelty statues.
- d. Under NJSA 4:22-48.2 any fees incurred due to seizing animals under the animal cruelty statues by the Humane Law Enforcement Officer or County Prosecutor's Office can be recovered through the court. It is highly recommended that the municipality pursue ordinances which allow liens to be placed on monetary property of violators. It is also recommended that the municipality designate all fines received under the animal cruelty statues to enter into the municipal animal welfare fund.

Animal Control Solutions, LLC is strictly an Animal Control Agency and not a shelter. ACS offers animal rescue referrals and courtesy postings on our Petfinder, Facebook pages, and other media outlets to assist with the re-homing of adoptable animals. In emergent situations we will accept pet surrenders that are deemed suitable for adoption by ACS from residents of ACS contracted municipalities, however accepting animals for this service will depend on animal's temperament, age, health, and availability of space in a foster home. Surrender fee applies and is determined on the medical care the animal will need. Animal Control Solutions, LLC will not accept any owned animal for euthanasia only. Owners seeking euthanasia only shall be directed to contact a veterinarian. A list of veterinarians willing to perform euthanasia will be given upon request.

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 no later than the 10th of following month to the contracting municipality. Requests for early reports may be granted on a case by case basis.

Emergency Disaster Response

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 an 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 from the County Animal Emergency Response Team. If under an emergency fuel ration the municipality shall permit Animal Control Solutions, LLC to refuel at their municipal fuel depot if they require Animal Control Solutions to respond to incidents during that time.

Other

Due to the scope of work, legality, and unpredictability of handling domestic and wild animals there maybe requests that Animal Control Solutions, LLC may not be able to perform such as rescuing an animal when the act of rescuing it puts human life in danger. Examples of this are but are not limited to rescuing animals from trees, roofs of structures, in swift moving or deep water, areas which require climbing or repelling, or areas which are inaccessible without causing damage or harm to person or property. For these types of incidents Animal Control Solutions, LLC will direct the Municipality to contact the County Animal Emergency Response Team who has the equipment to rescue the animal safely. Animal Control Solutions, LLC shall make a reasonable attempt to handle all contractual obligations within reasonable means.

Appendix B

Kenneling and Veterinary Fees for Stray Animals and Wildlife

The following is the schedule of fees that will apply for the impounding of stray dogs and cats through Animal Control Solutions, LLC if the animal does not require emergency medical care. In most cases if the animal is unclaimed by its owner the municipality will be charged for intake shots (unless the animal has valid tags on) boarding (rate will not exceed 7 days unless state law dictates otherwise), and a disposition fee (not charged if the animal is already neutered). The other fees are charged on a case by case basis. The Municipality may choose to contract with another holding facility, vet, or shelter to house their stray animals. Animal Control Solutions, LLC will transport any stray impounded animal to the municipal designated holding facility free of charge however policy and billing will be between the municipality and said facility.

Non Emergency

Dogs and Puppies:

Intake Shots (given unless dog has valid tags on)	\$20.00 each shot
1 Day Board	\$45.00
7 Day Board	\$315.00
Disposition Fee (includes neuter, adoption prep, etc. Not charged if already done)	\$200.00
Euthanasia and Disposal	\$150.00
Disposal Only (Dead Dog)	\$65.00
Basic Exam For Injured Dog	\$100.00
X-Ray for Dog	\$150.00
Prep Rabies Specimen	\$55.00
Dogs Held Under the Dangerous Dog Act	\$55.00 per day

Cats and Kittens:

Intake Shots (given unless cat has valid tags on)	\$20.00 each shot
1 Day Board	\$35.00
7 Day Board	\$245.00
Disposition Fee (includes neuter, grooming, etc. Not charged if already done)	\$200.00
Euthanasia and Disposal	\$150.00
Disposal Only (Dead Cat)	\$50.00
Basic Exam For Injured Cat	\$90.00

X-Ray for Cat	\$125.00
Prep Rabies Specimen	\$55.00

Live Stock:

1 Day Board Small (under 50 pounds)	\$50.00
1 Day Board Medium (50 to 100 pounds)	\$65.00
1 Day Board Large (above 100 pounds)	\$75.00

Pocket Pets (pet birds, hamsters, ferrets, and other exotic animals):

Only impounded under the direction of the municipality, 1 Day Board	\$75.00
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Wildlife:

Euthanasia and Disposal	\$150.00
Prep Rabies Specimen	\$65.00

Emergency

An Emergency vet will only be used when all other veterinarians used by Animal Control Solutions and the municipality are closed. Emergency Veterinarian care shall be determined on a case by case basis. Animal Control Solutions, LLC shall advise the Veterinarian to only provide minimal care applicable with state law while the animal is in their care. Any other care must be approved by the municipality. 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 and Puppies:

1 Day Board	\$60.00
Exam for Injured Dog	\$175.00
X-ray for Dog	\$240.00
Fluids	TBD
Pain Medication	TBD
Euthanasia	\$200.00
Rabies Prep	\$230.00

Cats and Kittens:

1 Day Board	\$55.00
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Exam for Injured Cat	\$175.00
X-ray for Cat	\$240.00
Fluids	TBD
Pain Medication	TBD
Euthanasia	\$175.00
Rabies Prep	\$230.00

Wildlife:

Euthanasia and Disposal	\$175.00
Rabies Prep	\$230.00

Appendix C

ANIMAL CRUELTY SERVICES TO BE PROVIDED BY THE CONTRACTOR

SCOPE OF SERVICES.

The Contractor shall provide as needed by the Municipality any and all of the services listed below, the terms of which are hereby incorporated herein by reference, as if fully set forth here. This service is only to be used as emergency back up to the assigned County Holding facility and as such is on a first come first serve basis. This means that the contractor can deny services if their holding facility is full or the seizure is too large for their holding facility to safely handle.

The Municipality shall maintain full ownership/receivership of the animal it seizes until the final disposition of the animal. Final disposition is defined as the animal being returned to its owner, moved to a different holding facility for adoption, or euthanized.

Definitions:

Law Enforcement Officer: shall mean any person or persons the municipality appoints to conduct animal cruelty investigations and shall include the County Prosecutors Office, the Chief Humane Law Enforcement Officer, the Local Police Department, and the Municipal Humane Law Enforcement Officer.

Contractor: shall mean Animal Control Solutions, LLC.

Contractor's Veterinarian: shall mean veterinarian contracted by Animal Control Solutions, LLC to perform all duties outlined in this contract.

Emergency Veterinarian: shall mean AnimERge or another 24 hour veterinarian.

Standard Operation Procedure:

Transport

At the direction of the Law Enforcement Officer the Contractor will capture and transport all dogs and cats that have been legally seized under the Animal Cruelty and Animal Welfare Statutes to the Contractor's Veterinarian for Intake.

Unless the seizure is emergent the law enforcement officer seizing the animal shall notify the contractor at least 12 hours in advance of any seizures. This allows the contractor to prepare the veterinarian for the intake of the animals and to ensure they have proper staffing delegated to assist with the seizure.

Unless the seizure is emergent the law enforcement officer will try to conduct seizures during normal business hours 8am through 4pm. If the seizure is conducted after normal business hours the animal may need to go to an emergency vet for treatment (costs will be on a case by case basis and are not completely reflected in this contract). If the animal is taken to an emergency veterinarian it will be transported to the Contractor's Veterinarian as soon as possible once it opens.

Intake

The Contractor's Veterinarian shall perform a full examination of every animal seized by the law enforcement officer and brought in by the contractor. This examination shall include but is not limited to a physical examination of the exterior of the animal, blood screening of the animal, fecal screening of the animal, x-ray of the animal, health assessment of the animal (breed size weight comparison), and microchip scanning.

Once the animal has passed the full examination it will receive rabies, bordetella, and distemper vaccines prior to

entering into the holding/kenneling area.

Once the animal has received the vaccines it shall be photographed and an intake report will be generated. In the case of large seizures (10 or more animals) each animal will be tagged with an identifying marker and may be doubled up in cages or runs as long as the doubling up of the animals does not violate New Jersey Health Code and is in the best interest of the Staff and animal.

All actions taken during the intake process will be documented in a report.

Treatment

After the animal has completed the Intake process the Contractor's Veterinarian will contact the Law Enforcement officer and recommend any treatments for the animal(s) if necessary.

The Law Enforcement officer shall take into consideration that while the animal is in custody they are ultimately responsible for its care.

The Contractor's Veterinarian will only perform treatment at the direction of the Law Enforcement Officer, however, no lifesaving care should be denied to the animal by the Law Enforcement Officer.

Since most animals being seized for animal cruelty by the Law Enforcement Officer will be in a deplorable health condition the Veterinarian examining the animal(s) may recommend euthanasia. It will be the sole decision of the Law Enforcement Officer if the animal(s) should be euthanized so that they don't suffer in accordance with state law.

Any treatment performed by the Contractor's Veterinarian will be documented in a report.

Kenneling

Each animal will be housed at the Contractor's Veterinarians practice under Veterinarian supervision until the final disposition of the case.

Each animal will receive daily activity if such activity is safe for the staff, will not contaminate the animal hospital, and will enhance the wellbeing of the animal.

At no time will the owner or any other person not directly approved by the Law Enforcement Officer be allowed to visit or view the animal(s).

Reports

At the request of the Law Enforcement Officer a complete dispatch report will be generated by the Contractor. This report will include all actions taken by the Animal Control Officer.

At the request of the Law Enforcement Officer a complete health report will be generated by the Contractor's Veterinarian. This report shall list the complete medical history of the animal(s) and brief statement by the Veterinarian examining the animal (s) when applicable.

Final Disposition

The Law Enforcement Officer shall notify the Contractor when each case closed. At that time the Law Enforcement Officer shall direct the Contractor as to the outcome of the animal.

If the animal(s) is to be returned to the owner then the Law Enforcement Officer shall coordinate a date and time for the owner to claim the animal(s) during normal business hours.

If the Law Enforcement Officer wishes the animal to be transported to another holding facility, shelter, or rescue the Contractor will do so at their earliest convenience.

If the Law Enforcement Officer wishes the Contractor to attempt to find the animal(s) a home the Contractor shall make that attempt. The municipality understands and agrees that the kenneling fee will continue to accrue until the animal(s) have been adopted. In addition, if the animal(s) are not neutered they will be prior to adoption as

applicable by state law. The Contractor will offer the animal(s) for free to qualified adopters to help expedite the animal(s) adoption. The municipality shall take full responsibility and hold harmless the Contractor for any issues that arise from adoption. The adoption forms will be on municipal letter head and all returned animals must be approved by the municipality. Kenneling fee restart and will be assessed until the disposition of the animal changes.

If the Law Enforcement Officer wishes the animal(s) to be euthanized then the Law Enforcement officer shall provide the Contractor a written statement as to why. Once received the Contractor's Veterinarian will perform the euthanasia. This statement will be attached to the dispatch report.

The Law Enforcement Officer needs to be aware that the kenneling costs will accrue each day until the animal(s) is removed from the possession of the Contractor.

In addition each animal going to another kennel, rescue, or adoption will be neutered prior to leaving the Contractor's care.

Note: All fees incurred by the lawful seizing of an animal under the animal cruelty statutes can be reimbursed by the Law Enforcement Officer through the court in the form of restitution. These fees include but are not limited to all the costs associated with this contract. In addition, the Law Enforcement Officer can seek restitution for their time, mileage, and any other costs associated with the case. NJSA 4:22-48.2

Costs

Intake Fee:	\$100.00 per animal
Cruelty Examination Fee (Includes X ray, Full Blood Panel, and Documented Exam):	\$400.00 per animal
Vaccination Fee:	\$20.00 each vaccine
Kenneling Fee:	\$45.00 per day
Neutering Fee:	\$200.00 per animal
Euthanasia Fee:	\$150.00 per animal
Disposal Fee (small):	\$45.00 per animal
Disposal Fee (medium/large):	\$90-\$120 per animal