

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 20th day of January, 2022, by and between the **TOWNSHIP OF PENNSAUKEN**, a municipal corporation organized pursuant to and governed by the laws of the State of New Jersey, with its principal office located at 5605 N. Crescent Blvd., Pennsauken, NJ 08110 (hereinafter referred to as the “Township”) and **NEW JERSEY ANIMAL CONTROL, LLC**, with its principal office located at 617 Stokes Road, Suite 4 – Box #302, Medford, NJ 08055 (hereinafter referred to as “NJAC”). The Township and the NJAC are hereinafter collectively referred to as the “Parties.”

WITNESSETH the following:

WHEREAS, the Township is empowered under the laws of the State of New Jersey to retain and engage an Animal Control Officer; and

WHEREAS, the Township sought proposals for Animal Control Services for 2022, NJAC submitted a proposal to the Township for Animal Control Services, and the Township duly appointed NJAC as its Animal Control Officer in a Resolution dated January 6, 2022; and

WHEREAS, it is necessary and appropriate that the agreement and understanding between the parties be reduced to written form.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

I. TERM.

A. The Term of this Agreement shall be effective from January 1, 2022 to December 31, 2022. The Township and NJAC may mutually agree to extend the contract for up to two (2) additional one-year terms or one (1) additional two-year term after the expiration of the original contract period, contingent upon the approval of the Township’s governing body by resolution.

II. SCOPE OF SERVICES. NJAC shall perform to the Township’s satisfaction all services required as Animal Control Officer during the term of this Agreement and as authorized. It is agreed and understood that the Animal Control Services provided by NJAC shall comply with all statutory requirements and with all rules and regulations governing animal control and Animal Control Officers set forth by the New Jersey Department of Health pursuant to N.J.S.A. 4:19, N.J.S.A. 4:22 and N.J.A.C. 8:23A.

NJAC shall provide the Township with the following services as listed below and referenced in Exhibit A – Fee Schedule:

A. NJAC shall provide a timely response by a New Jersey Certified Animal Control Officer for all calls. Emergency calls shall have a response time of 1 hour or less during service hours. Non-emergency calls during service hours shall have a response time of one hour or less, or within a mutually agreeable time frame between resident/police and the Animal Control Officer. NJAC will manage all calls depending upon urgency and safety.

1. Definition of Emergency:

- a. A dog running at large.
- b. Dogs or cats which are sick/injured and owner cannot be located.
- c. Injured, sick, or any other wildlife determined to be a danger to the general public.
- d. Any stray animal reported to be vicious, behaving in a threatening manner, or who has bitten a citizen or domestic animal.
- e. Any situation involving a domestic/wild animal determined to be a public safety issue.
- f. Any animal, domestic or wildlife, which is sick, injured, or in distress.
- g. Any situation in which animal cruelty is suspected and an animal may be in danger.

B. NJAC agrees to provide humane care and handling of all animals in its care.

C. Transportation for non-injured domestic animals taken into NJAC custody. Whenever possible, all dogs and cats will be returned to their owners, unless the owner is not home, NJAC is directed otherwise by local police, or if local police or the NJAC suspect animal cruelty. When an owner cannot be located, the animal shall be transported to the County Animal Shelter, contracted by the Township. The Township may request transportation during non-business hours, weekends, or holidays and will be charged according to the Fee Schedule contained in Exhibit A.

D. Animals in need of immediate medical attention will be transported to the nearest cooperating veterinary hospital. Mt. Laurel Animal Hospital and Pennsauken Animal Hospital cooperate with NJAC for emergency service during regular business hours. Wildlife in need of medical attention shall be transported to Woodford-Cedar Run Wildlife Refuge. After normal business hours, animals in need of immediate medical attention shall be transported to Mt. Laurel Animal Hospital. For all animals in need of emergency medical attention, the animal's owner shall be responsible for medical expenses. In any case where an owner cannot be located, the Township shall be responsible for payment up to \$250.00 per animal. If a veterinarian determines that the illness or injury is treatable, the animal will be treated. Euthanasia will only be performed if a veterinarian determines that to be in the best interest of the animal. The Township should establish an account with the local cooperating veterinarians to be used by NJAC for emergency treatment.

E. NJAC shall advise and warn owners of any violations of local animal ordinances. NJAC shall file, sign complaints, and appear in court when necessary. Complaints shall be filed with the Township of Pennsauken's Municipal Court. Owners will be advised that they have ten (10) days to provide proof of current rabies vaccination and obtain a license for their animal. The Township will periodically provide NJAC with a current license list for the Township.

F. Compliance with rabies control procedures. NJAC must follow quarantine measures. When advised by the Camden County or State Department of Health, NJAC must provide for euthanasia and testing of suspect rabid animals that have bitten a human

or domestic animal. Any expenses incurred from euthanasia or decapitation done at a veterinary office shall be the responsibility of the Township up to \$250.00 per animal.

- G. Monthly animal control reports. NJAC must deliver monthly reports to the Township Clerk or other Township staff, as requested. The monthly reports shall provide detailed information for each service provided and identify the related fees.
- H. Transfer of unwanted pets (animal surrenders) to the County Animal Shelter. This service shall incur a service charge payable by the owner to NJAC at the time surrender is made.
- I. Provision of humane traps when appropriate. When wildlife is present in the living area of a home or working area of a business, NJAC shall bill costs to the owner/resident.
- J. Trapping and removal of stray and feral cats. NJAC shall work in tandem with Pennsauken Community Cats, trapping of stray and feral cats during service hours. The trap shall be removed if a homeowner, resident, or business owner does not comply with the written trapping instructions provided by NJAC. All cat trapping will comply with the provisions of N.J.S.A. 8:23A-11a-h.
- K. NJAC shall investigate and report all cases of animal cruelty and neglect to the Humane Law Enforcement Officer.
- L. NJAC is responsible for domestic animal bite investigations, confinement, and reporting to the County Health Department.
- M. Assistance to local police and fire officials. NJAC shall provide assistance to local emergency officials on emergency scenes where animals may be involved.
- N. NJAC shall maintain a knowledge of any diseases in the animal population, and the species which may be affected, especially those transmittable to humans. NJAC has an affirmative obligation to keep the Township informed of such outbreaks and to take appropriate measures to see that any diseases are contained.
- O. NJAC shall provide the Township an emergency telephone number for 24-hour, 7-day contact for receiving complaints and service requests. NJAC will provide the Township with a pager number to be used only by the Police Department to request service during non-business hours only. All calls from Township staff shall be returned by NJAC within one (1) hour of receipt.
- P. Service hours. Monday thru Friday 8:30 a.m. to 5:00 p.m.
 - 1. Exceptions (emergency services only): 5:00 p.m. to 8:30 a.m. weekdays, Friday 5:00 p.m. to Monday 8:30 a.m. (weekends), New Years Day, Martin Luther King Jr Birthday, President's Day, Good Friday, Easter Sunday, Memorial Day, Juneteenth, Independence day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day.
- Q. Carcass Removal (excluding deer). At request of the Township, NJAC shall provide carcass removal from Township roadway and public areas during the normal service hours of 8:30 a.m. to 5 p.m., Monday thru Friday.

R. Exotic Pets. Exotic pets will be removed from a residence at an additional fee as outlined in the Fee Schedule attached as Exhibit A.

1. If County Animal Shelter does not accept these animals, NJAC will attempt to place these animals with a breed specific rescue organization. Once an exotic animal is placed with a rescue organization or a qualified caretaker, an owner may not reclaim the animal.
2. Exotic animals include, but are not limited to: pet birds, ferrets, domestic rabbits, hedge hogs, reptiles, amphibians, chinchillas, and/or other commercially sold exotic pet animals.

III. COMPENSATION.

A. NJAC shall be paid in accordance with the Fee Schedule attached as Exhibit A. NJAC shall submit a report to the Township setting forth the dates and services rendered, and its corresponding invoice. The Municipal Clerk must receive this report and corresponding invoice by the 10th day of each month. NJAC shall provide immediate notice of any action or activity which is beyond the Scope of Services. Payment for services will be remitted to NJAC by the 15th day of the following month.

IV. INSURANCE. NJAC shall be covered by professional liability insurance in an amount acceptable to the Township.

V. TERMINATION. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination, the Township's sole obligation to NJAC shall be payment for all services performed up to the date of their receipt of notice thereof, and for such additional services as the Township may specifically request NJAC to undertake in order to complete any work in progress. The rate of compensation for all such services shall be based on Exhibit A - Fee Schedule.

VI. INDEMNIFICATION. NJAC shall indemnify and hold harmless the Township, its officials, employees and agents, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work which is, attributable to personal injury, including bodily injury, property damage, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, to the extent caused in whole or in part by the negligent act or omission of NJAC, any of NJAC's subcontractors, any one directly employed by any of them or anyone for whose acts any of them may be liable.

VII. ASSIGNMENT & SUBCONTRACTING. NJAC is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its agreement or its rights, title, obligation or interest therein to any other person, company or corporation without prior written consent and approval of the Township. If such a transfer without consent occurs, the Township may refuse to carry out its agreement with either the Assignor or Assignee, and reserves all rights of action for breach of the contract. NJAC is not permitted to subcontract any assigned work without the expressed written consent of the Township.

VIII. SEVERABILITY. If any of the provisions of the contract are invalid or unenforceable, such invalidity will not void the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the

rights and obligations of the parties shall be construed and enforced accordingly. Notwithstanding the above, NJAC shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the Agreement.

IX. MODIFICATION. No change, modification, waiver or discharge of any or all of the provisions of this Agreement shall be effective unless made in writing and executed by both of the parties hereto.

X. BUSINESS REGISTRATION CERTIFICATE COMPLIANCE. No agreement shall be entered into by the Township unless NJAC provides a copy of its business registration certification.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF PENNSAUKEN

Township Clerk

Township Administrator

DATE: _____

DATE: _____

ATTEST:

NEW JERSEY ANIMAL CONTROL,
LLC

DATE: _____

DATE: _____