

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DH 19-1223-10**

Date of Adoption **DECEMBER 23, 2019**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

BEASLEY

PRESENTED BY COUNCIL MEMBER

FREDERIC

SECONDED BY

RESOLUTION TO AWARD AN NON FAIR AND OPEN CONTRACT FOR ANIMAL CONTROL SERVICE

WHEREAS, the Township of Irvington, in the County of Essex and State of New Jersey, is in need of a Animal Control service; and

WHEREAS, the Township would like to retain the Associated Humane Societies Inc; and

WHEREAS, the Associated Humane Societies Inc has provide the Township with a proposal to provide this service for one year for the amount of \$101,920.08; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.4 the vendor has completed the required Pay to Play forms; and

WHEREAS, the C-271 Political Contribution Disclosure forms were on file in the Office of the Municipal Clerk and Purchasing Agent; and

WHEREAS, the Township would like to award a Non Fair and Open contract to Associated Humane Societies Inc., of 124 Evergreen Ave, Newark, NJ 07114-2133; and

WHEREAS, the term of this contract will start on January 01, 2020 until December 31, 2020; and

WHEREAS, the Associated Humane Societies Inc has completed and submitted a Business Entity Disclosure Certification which certifies that the organization has not made any reportable contributions to a political or candidate committee in the Township of Irvington in the previous one year, and that the contract will prohibit the Associated Humane Societies Inc Professional Service from making any reportable contributions through the term of the contract, and

NOW THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Irvington authorizes the award of a non-fair and open contract to Associated Humane Societies Inc., of 124 Evergreen Ave, Newark, NJ 07114-2133; and,

BE IT FURTHER RESOLVED that the required certification of availability of funds C9-00342 in the amount of \$8,493.33 from account number 9-01-27-335-335-176 has been obtained from the Chief Financial Officer and the remaining balance of \$93,426.75; and,

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract, and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, notice of this action shall be published in newspapers as required by law by the Municipal Clerk.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BEASLEY	X				INMAN	X			
COX	X				VICK	X			
FREDERIC, 2ND VICE PRESIDENT	X				BURGESS, PRESIDENT	X			
HUDLEY, 1ST VICE PRESIDENT	X								

PRESIDENT OF COUNCIL *Blair C. Burr* MUNICIPAL CLERK *Shirley M. Burr* DATE **December 23, 2019**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK

DATE

DEC 23 2019

ADMINISTRATOR ☒ ASSESSOR ☐ BLDG ☐ CFO ☒ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☒ HEALTH ☒ HOUSING ☐ INIC ☐
JUDGE ☐ LEGAL ☒ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCPD ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☒ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☒
SEC~PB/ZBA ☐ TRAFFIC ☐ ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): _____

Certification Of Availability of Funds

This is to certify to the of the Township of Irvington that funds for the following resolutions are available.

Contract Amount: 101,920.08
Resolution Date: 12/23/19
Resolution Number: 12-HEALTH

Vendor: ASSOCH01 ASSOCIATED HUMANE SOCIETY
124 EVERGREEN AVENUE
NEWARK, NJ 07114

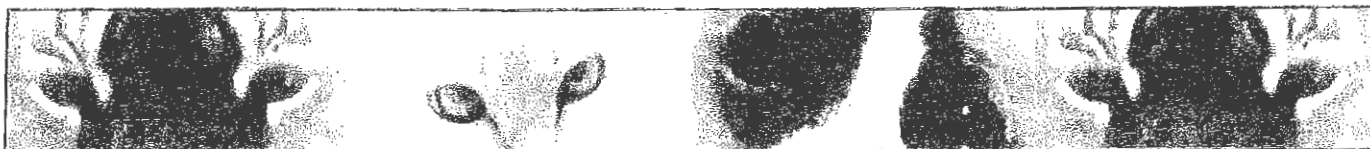
Contract: C9-00342 Contract for 2020

Account Number	Amount	Department Description
9-01-27-335-335-176	8,493.33	ENVIRO HEALTH
Total	8,493.33	

Only amounts for the 2019 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer



ASSOCIATED HUMANE SOCIETIES, INC. ♦ POPCORN PARK
PUBLISHER OF THE HUMANE NEWS
WWW.AHSCARES.ORG

October 3, 2019

*Township of Irvington
Legal Department
Municipal Building, Civic Square
Irvington, N.J. 07111*

Attn: Ramon E. Rivera, Esquire

Re: Animal Control Contract 2020

Dear Mr. Rivera:

Enclosed please find two copies of Contract for Animal Control between the Township and the Society for the year 2020. If same meets with the approval of Board and Council, please sign and send to our offices in Newark. We will return one fully executed copy for your records.

If you have any questions, please do not hesitate to contact our offices in Newark at your convenience.

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

Best Regards,

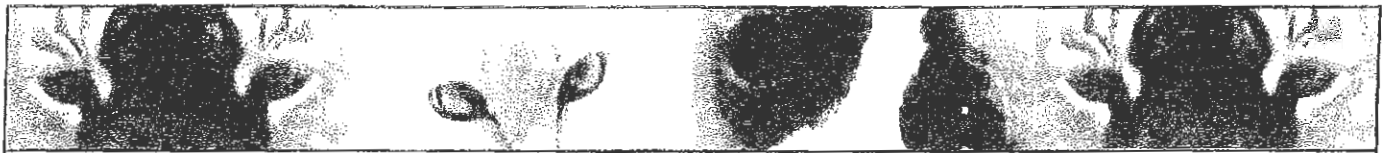
*Robert A. Russotti, J.D., A.C.O.,
Assistant Executive Director
Director of Newark Operations and Field Services*



EXECUTIVE OFFICES / ESSEX COUNTY BRANCH
124 EVERGREEN AVENUE
NEWARK, NJ 07114-2133
(973) 824-7080
FAX: (973) 824-2720
E-MAIL: CONTACTUS@AHSCARES.ORG

OCEAN COUNTY BRANCH
HOME OF POPCORN PARK
HUMANE WAY - PO BOX 43
FORTKED RIVER, NJ 08731-0043
(609) 693-1900 FAX: (609) 693-8404
E-MAIL: NJHUMANE@AHSPZ.ORG

MONMOUTH COUNTY BRANCH
2960 SHAFTO ROAD
TINTON FALLS, NJ 07753-7608
(732) 922-0100
FAX: (732) 922-4032
E-MAIL: TINTONFALLSAHS@AOL.COM



ASSOCIATED HUMANE SOCIETIES, INC. ♦ POPCORN PARK
PUBLISHER OF THE HUMANE NEWS
WWW.AHSCARES.ORG

THIS AGREEMENT, made this day of 2020, by and between the ASSOCIATED HUMANE SOCIETIES, INC., a 501© 3 non-profit charitable organization under State and Federal law, having principal offices at 124 Evergreen Avenue, Newark, New Jersey 07114, hereinafter referred to as the "Society" and the TOWNSHIP OF IRVINGTON, a municipal corporation of the State of New Jersey, having principal offices at Municipal Building, Civic Square, Irvington, N.J. 07111, hereinafter referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the Society for Animal Control for a period of one year beginning on the 1st day of January 2020 and ending on the 31st day of December 2020.

1. The Society shall make their services as an independent contractor, as an animal service provider, as hereafter described, available to the Municipality on a daily basis during standard business hours of 9:00 a.m. until 5:00 p.m., as needed five (5) days a week. Weekend, holiday and night services will also be provided, then necessary, in the terms stated below.

Services are defined as the rescue, recovery and care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that present a danger to humans, including those who have bitten.

For the purpose of this agreement, Marine Mammals, feral cat colonies (feral cats that are not part of a TNR program) and dead deer are specifically excluded, neither shall the Society trap or rescue Canada Geese, unless same are in need of veterinary care. There will be no charge for bats or injured wildlife. Dead animals, excluding deer, will be picked up for public and private citizens with no charge.



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We will not be picking up rats, mice, moles or voles or any other small rodents. Please contact Pest Control for removal of these animals. Trapped healthy animals that do not pose a threat or safety risk to the public shall be released at or near the area of capture in accordance with standard rules and regulations of the industry.

Upon the Municipality's request or in the case for the need of humane services as defined herein, feral cat colonies will remain the responsibility of the person "caretaker" maintaining feral cats. If there is a sick, rabid or injured cat, the Society will provide services and assistance and shall be entitled to be reimbursed for all costs and expense to said feral cat colony "caretaker". All other matters regarding feral cat colonies shall be between the caretaker and the Municipality. The Society may provide TNR services for feral cats if the alternative is euthanasia and if either the finder agrees to provide food, water and shelter, or the cat is being released in the same general area because it known to have habituated to that area without a caretaker). Cats that are ear-tipped or tattooed will be released on location. If the Society determines that the cat is a domestic cat, it will not be returned.

As of January 1st, 2020, the Society will not be accepting feral cats (other than for TNR purposes)/part of a TNR program). Any feral cats brought in will be spayed/neutered, vaccinated, ear-tipped and returned to the area where they were found and habituated to.

2. The Municipality will pay the yearly sum of \$101,920.08 said sum to be prorated on a monthly basis of \$8,493.34. Payment for all services, including additional costs and expenses as stated herein and unless express terms to the contrary are agreed on are due thirty (30) days after presentment of invoice and/or Municipal voucher executed by the appropriate party. There will be a two (2%) per cent late fee imposed if payment is over thirty (30) days late. If non-payment goes beyond sixty (60) days services will be suspended until invoice is paid in full.

3. It is expressly understood, except as otherwise stated, that the services include all costs and

expenses incurred by the Society or its Animal Control Officer, in the maintenance of custodial facilities and vehicle to be used by the Animal Control Officer.

4. Upon a request from the Municipality, the Society shall respond to any emergency as defined herein. Emergency treatment will be provided to ill or injured animals as required by State law and regulation. The Society reserves the right, at its sole discretion, to determine if the animal requires transportation to an emergency clinic on nights, weekends or holidays when our own veterinarians are not available.

If there is no known owner, the cost and expense incurred by the Society will be the responsibility of the Municipality. If the owner is known, the costs will be borne by the owner.

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

6. Response time to an emergency will be no more than one hour during normal business hours of operation – Monday through Friday 9:00 a.m. until 5:00 p.m. (the answering service picks up the phone after 5:30 p.m.) All calls to the Society must be received through the Police or Health Department of the Municipality. Residents are not to contact the Society directly.

7. The Society shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the Society. The Society will be paid for the cost and expense of such assistance which shall be the responsibility of the owner.

8. The Society shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat running at large on property within the Municipality. When such impoundment occurs and after seven (7) day holding period it is expressly understood once the Society accepts any animal and

takes it into custody, the animal shall be put up for adoption or humanely disposed of, at the sole and exclusive discretion of the Society.

9. Any owned animal without a current license and/or rabies certificate shall be reported by the Animal Control Officer to the Municipality. The owner will be given seven (7) days to register the animal for a license or a summons will be issued. The Animal Control Officer is responsible for following up on issuing a summons, if necessary. The Society shall not provide census or canvassing services for license compliance within the Municipality. Under New Jersey code 4:19-15.15 the Municipality must appoint a party or agency to canvass for owned animals. As per NJSA 4:19-32, the Society must inspect the enclosure and the owner's property of a potentially dangerous dog, at least monthly, to determine continuing compliance with paragraphs (2) and (3) of subsection A of NJSA 4:19-24.8. The Society shall submit the inspection reports to the Municipality on a monthly basis.

10. Upon proof of ownership, any person may redeem his or her animal from the Society upon payment to the Society the sum of \$95.00 for retrieving or impounding the animal, Monday through Friday 9:00 a.m. until 5:00 p.m. (Standard Business Hours). There will be a \$125.00 fee for other times and costs for each day the animal has been impounded as stated below, up to and including seven (7) days and any other costs or expenses incurred in the care of this animal.

\$4.00 per day under State Law for the first seven (7) days unless ownership of the animal is established prior to the end of the seven (7) days and said owner does not redeem his animal. Once the ownership is established and the animal is no longer a stray, regular boarding rates shall prevail and are to be paid to the Society prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership or a current license. The owner will be charged \$12.72 per day for each additional day for boarding once the initial seven (7) day period has passed.

11. Any stray dog or cat or any other animal taken into custody by the Society and charged with biting a human shall be quarantined for the required quarantine period of ten (10) days. The cost and

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expense incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the Society.

12. In case of potential rabies exposure, transportation of the head of an animal suspected of rabies to the State Department of Health shall be provided by the Society, under the condition that said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and delivery for rabies examination will be paid for by the owner of the animal or absorbed by the Society, if the owner is not known.

13. The Animal Control Officer shall be an employee of the Society. The Society shall indemnify and hold the Municipality harmless from and against any damage caused by an Animal Control Officer; expressly excluded is the damage caused by an animal.

14. Removal of an animal, including wildlife, within the living space, inside the walls or ceiling of a home, apartment building or garage is not covered under this Agreement. The Society will respond to those calls; however, the owner of the premises will be charged \$95.00 per hour during regular business hours and \$125.00 per hour after standard business hours. If the animal is physically in the resident's living space and posing a threat to the well-being of the resident, there will be no charge for the removal of the animal.

15. Unless traps can be rented from the Municipality, traps are available from the Society, depending on the Season and availability of traps, with a deposit of \$65.00 and a fee of \$4.28 per day, which will be deducted from the deposit. Dog traps will also be available, depending upon the Season and availability of traps, with a deposit of \$150.00 and a fee of \$10.70 per day, which will be deducted from the deposit. The Society reserves the right to establish conditions for humanely setting traps. Once a trap is set, it is the responsibility of the property owner/business/landlord or tenant to monitor the trap and inform the Society **IMMEDIATELY** when pick-up is needed. **(SEE TRAP RENTAL AGREEMENT**

RULES & REGULATIONS ATTACHED.)

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

17. *The Municipality shall be charged an additional boarding fee of \$20.00 per day, payable weekly, for any animal which upon request from the Municipality shall be boarded as part of a Court case or upon order from the Health Department or a Court directive to impound such animal. The Municipality agrees to expressly seek reimbursement of direct and reasonable costs incurred by the Society as part of any judgment. In the absence of such, the cost shall be the responsibility of the owner. After ninety (90) days, it is the responsibility of the Municipality to find alternative kennelling/housing for any Court held animal. The Association cannot continue to hold animals beyond ninety (90) days for reasons that include capacity issues and the health of the animal and costs involved.*

18. *The Society, as a non-profit, second party contractor is not subject to OPRA (Open Public Records Act). However, if the Society receives an OPRA request, we will forward same to the appropriate Municipal Agency within seven (7) business days. The Society is not required to and will not produce records to municipalities to comply with OPRA requests. Out contracted municipalities are encouraged to retain any paperwork received from the Society for OPRA fulfillment and compliance.*

19. *Except for non-payment, this Agreement may be terminated during the term by either party upon thirty (30) days written notice by (Certified Mail-Return Receipt Requested) to the other party. In its sole discretion, the terminating party may provide an opportunity to cure.*

20. *It is expressly agreed that the Society is not obligated to incur any cost, expense or legal fee, as a consequence, of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses and/or legal fees shall be the sole responsibility of the Municipality.*

21. The parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost or expense by third party not affiliated in any way or employed by either party, for damage or injury caused by the act of omission of the indemnifying party or its agents.

22. The signatory of this document represents that it/he/she possesses the requisite authority to bind the public entity and further represents the execution of this Agreement is authorized by the Municipality.

THIS AGREEMENT is a sole expression of the understanding between two parties and may only be modified by a written agreement signed by both parties.

THE SOCIETY STRONGLY ADVOCATES, BUT DOES NOT MANDATE, THE PRACTICE OF TNVR WITHIN THE MUNICIPALITY AS PART OF THE TERMS OF OUR ANIMAL CONTROL CONTRACT. STRAY CATS TRAPPED THAT ARE FOUND TO BE TATTOOED OR EAR-TIPPED WILL BE RE-RELEASED BACK INTO THE AREA THEY ORIGINATED FROM. WE ARE IMPLEMENTING TNVR TO REDUCE THE NUMBER OF ANIMALS EUTHANIZED AND FOR CONTROL OF THE FERAL CAT POPULATION.

ASSOCIATED HUMANE SOCIETIES

WITNESS:

BY: _____

**ATTEST:
TOWNSHIP OF IRVINGTON**

WITNESS:

BY: _____

Below is a list of "added value" services provided by the Associated Humane Societies:

- *Mobile Spay/Neuter Van is made available for low cost spay/neuter to residents. We also provide wellness services and micro-chipping. Our mobile unit has been well received by residents and we have many return clients. Only applies in Essex, Middlesex and Union Counties.*
- *Help is provided for the pets of persons dealing with domestic violence and/or catastrophic occurrences, (i.e., fire, eviction). Animals are also held for City Court cases.*
- *Animal Control Response 24/7 for lost, stray, injured domestic animals or wildlife including injured deer. We do not pick up dead deer. We cannot properly dispose of deer carcasses by way of our crematorium. We have also had a problem with animal control officers sustaining injury in trying to remove dead deer when they are alone on a call.*
- *Certified trained Animal Control Officers using proper equipment and in a vehicle meeting state standard.*
- *Veterinary care for sick, injured, stray animals or wildlife during daily business hours – costs of veterinary care at night or weekends for emergency palliative care in accordance with the Rules and Regulations promulgated by State Health and Humane Services is borne by the municipality unless an owner is known.*
- *Added support for those residents on public assistance as to medical costs at our stationary clinic.*
- *Food is given to any person who has fallen on hard times and struggles to feed their pet.*
- *AHS work closely with rescue groups and our other two branches, Tinton Falls and Forked River to move adoptable animals to other facilities for increased chance at adoption.*
- *Wildlife rescue including orphaned babies, birds, etc., are cared for by AHS staff until brought to wildlife rehabilitators or released.*
- *Stray animals are brought directly to AHS, the impoundment facility, which is open to the public every day from noon until 5:00 p.m.*
- *Education Team available to schools upon request.*
- *Work with animal welfare community and animal advocacy groups.*
- *"Nuisance Wildlife" is a part of the AHS effort to work with area residents. We take this proactive stance to insure the safety of the wildlife. We save homeowners hundreds of dollars instead of them going to a pest control agency.*
- *Mobile van is made available to all cat colony caretakers for TNR at a very low cost.*
- *Publication of educational literature.*
- *Temperament evaluators at our facility to ensure safety and humane care to all adopters-*

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

1. Traps are to be set as late at night as possible and checked as early in the morning as possible. If by 9:00 a.m. there is nothing in the trap, it must be unset until that night. If something is caught, then you must call the Humane Society between 9:00 a.m. and 10 a.m. that morning.
2. **DO NOT TRAP ON WEEKENDS!** There will be no pick-ups on Saturday or Sunday. Therefore, traps must not be set on Friday or Saturday nights.
3. Traps are not to be set on nights with poor weather conditions (rain, snow, extreme cold (40 degrees or heat in excess of 80 degrees). Trapping an animal in extreme conditions may result in cruelty charges and/or fines.
4. The Society must know that you are trying to trap to make sure that you are given the proper trap. Any animal caught in a trap that is native to the area (raccoons, skunks, opossums, etc.,) will be released on or near the site where it was trapped. State regulations prohibit the relocation of certain animals.
5. The Society reserves the right to remove the trap at any time, such as an emergency situation, dangerous situation or person or persons not adhering to trap rules.
6. We ask that when you catch something in a trap, you move the trap out of the sun to a well shaded area; the trap should be kept dry and out of the elements. The trap should be covered with a light cloth until a driver arrives to remove the trap. **PROVIDE FOOD AND WATER!**
7. Anyone found to be abusing a trapped animal will be prosecuted to the fullest extent of the law.
8. Remember that an animal in a trap will be frightened, which may make it dangerous. Keep children and pets away from the trap and keep in a quiet place. **FOOD AND WATER MUST BE PROVIDED!**
9. By signing this agreement, you will be responsible for the animal caught in the trap and for the replacement of the trap if it is stolen or broken due to misuse.
10. Our driver will not leave a trap if you are not home to sign this Agreement.
11. If you choose, you may bring a trapped animal to our Animal Care Center between the hours of 9:00 a.m. and 5:30 p.m. Monday through Friday.
12. All stray wildlife caught in a trap will be re-released, transported within 24 hours to a rehabilitator or humanely euthanized as the Society sees fit; or in the case of cats held for seven days and put up for adoption or humanely euthanized.

ACO SIGNATURE (UPON LEAVING THE TRAP IN GOOD
WORKING CONDITION)

NAME -- PLEASE PRINT

ACO SIGNATURE (UPON RETRIEVING THE TRAP IN GOOD
WORKING CONDITION)

STREET ADDRESS -- PLEASE PRINT

CITY/STATE/ZIP -- PLEASE PRINT

SIGNATURE

EMERGENCY CALL OUT

NON-EMERGENCY CALL OUT

Dogs, Cats Wildlife threatening health/safety	General inquiries about lost pets
Wildlife/Bats in living quarters	Wildlife/Bats in chimneys, unfinished basements attics or sheds
Dog/Cat/Wildlife appearing sick might cause hazard to health & safety of individual	Wildlife acting peculiar but not posing health/safety hazard
Dog or cat struck by vehicle, either injured or killed	Wildlife dead on public or private property
ANY ANIMAL CONFINED TO AN AUTOMOBILE UNDER INHUMANE CONDITIONS	Complaints regarding dogs barking or howling Cats fighting, mating, urinating or defecating
Wildlife bites-indoors or outdoors, resident has animal captured or killed	Bite Reports – ALL ANIMAL BITES MUST BE REPORTED TO THE HEALTH DEPARTMENT/ ANIMAL CONTROL NEXT BUSINESS DAY
BAT-INCLUDES BITES AND EXPOSURES	
Dogs & cats found at large that are restrained/confined	Dog(s) Cat(s) at large NOT posing a threat or contained
ALL ANIMAL CRUELTY CALLS	