

RESOLUTION NO. 2022-514

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SOUTH JERSEY REGIONAL ANIMAL SHELTER, VINELAND, NEW JERSEY, FOR ANIMAL SHELTER SERVICES FOR JANUARY 1, 2023 THROUGH DECEMBER 31, 2023.**

**WHEREAS**, the City of Vineland is in need of an animal shelter facility for the impoundment of stray and other animals within the municipality; and

**WHEREAS**, the South Jersey Regional Animal Shelter owns and operates an animal shelter facility located at 1244 North Delsea Drive, Vineland, New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Vineland as follows:

1. The Mayor and Clerk are authorized to execute an Agreement for Animal Shelter Services with the South Jersey Regional Animal Shelter in the form substantially similar to that which is attached hereto and made a part hereof commencing January 1, 2023, and expiring December 31, 2023.

Adopted:

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President of Council

ATTEST:

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City Clerk



## South Jersey Regional Animal Shelter

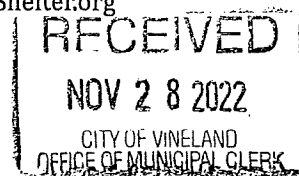
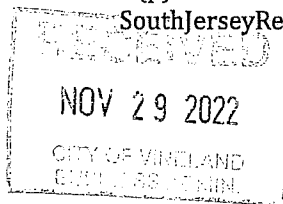
1244 N. Delsea Drive

Vineland, NJ 08360

(p) 856-691-1500 (f) 856-691-2703

SouthJerseyRegionalAnimalShelter.org

November 1, 2022



Dear Municipal Partner,

As you may know, Bev Greco retired in May of 2022. I would like to take this opportunity to introduce myself as the new Executive Director of South Jersey Regional Animal Shelter. I've been employed by SJRAS for nearly ten years and have held several positions during that time. I look forward to working with you and developing a relationship that will benefit both the animals and the people in the communities that we serve.

Enclosed please find a copy of the 2023 Agreement for Animal Shelter Services for your municipality. The fees are effective as of January 1, 2023 through December 31, 2023. All municipal contracts run on a calendar year fee schedule.

Please note that Basic Shelter Services cover stray animals only. Animals impounded as a result of owner surrenders, investigations, prosecutions, abandonments, rabies quarantine, potentially dangerous charges and bites or attacks are billed out separately on a quarterly basis. Municipalities are responsible for collecting restitution from owners.

For 2023, in light of the current vet crisis and office closures, SJRAS is offering euthanasia services (during regular business hours) for wildlife under 20 pounds, deemed untreatable at no charge to your city. Additionally, SJRAS is willing to assess incoming animals for illness and injury and treat said animal if it is stable and determined by SJRAS medical staff to not be in need of immediate care by a veterinarian. Animals needing care beyond the scope of what SJRAS medical staff can provide will need to be transported to an outside vet by the animal control officer.

**To help keep your costs down, we encourage you to:**

1. Have court cases involving impounded animals scheduled promptly and without delays.
2. Enforce licensing by performing dog and cat census regularly.
3. Consider ordinances that require microchipping of pets and court ordered spay/neuter for running at large offenders.
4. Help curb pet overpopulation by encouraging spay/neuter of pets.
5. Report illegal breeding to your local Health Department.
6. Implement ordinances supporting Trap, Neuter, Vaccinate & Release of free roaming cats in order to curtail unnecessary sheltering and euthanasia.

Signed contracts must be returned by January 31, 2023.

**Animals will not be accepted after January 31, 2023 without a completed contract.**

Contracts are based on full year participation only and are taken on a first come, first serve basis as space is limited.

We appreciate the opportunity to serve you and your residents. You may reach me at [director@sjras.org](mailto:director@sjras.org) with any questions.

Sincerely,

Jessica Morrison  
Executive Director

**AGREEMENT TO PROVIDE  
MUNICIPAL ANIMAL SHELTER SERVICES**

This Agreement to Provide Municipal Animal Shelter Services ("Agreement") is made this 1st day of January 2023, between the **SOUTH JERSEY REGIONAL ANIMAL SHELTER (SJRAS)**, a New Jersey nonprofit corporation, with its principal place of business at 1244 North Delsea Drive, Vineland, NJ 08360; and **CITY OF VINELAND**, a body corporate and politic of the State of New Jersey (the "Municipality").

**WHEREAS**, Municipality has requested proposals from animal sheltering facilities to receive and shelter animals captured and impounded by the municipal certified Animal Control Officer pursuant to N.J.S.A.4:19-15.16 and/or municipally designated Humane Law Enforcement Officer; and

**WHEREAS**, SJRAS has made a proposal to Municipality to provide animal sheltering services; and

**WHEREAS**, Municipality has accepted the proposal submitted by SJRAS; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth the terms and conditions and rights and responsibilities of the parties relating to the provision of Animal Shelter Services including the obligation of payment.

For and In consideration of the mutual promises, terms, conditions and covenants hereinafter set forth, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows.

**1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference with the same force and effect as though set out at length.

**2. Definitions.** The following words and terms, when used in this Agreement shall have the following meanings unless the context in which same are utilized clearly indicates otherwise:

- a. "Additional Services" means those services described in paragraph 9, and which are not included within the Basic Shelter Services. The fees for Additional Services are not included in the Basic Contract Service Fee.
- b. "Additional Service Fees" means those fees described in paragraph 5 charged for Additional Shelter Services. Additional Shelter Service Fees are in addition to the Basic Contract Service Fees.
- c. "Basic Shelter Service Contract Fee" means that fee set forth in paragraph 5 charged for Basic Shelter Services and applies to the seizure and impoundment of Stray Animals only. The seizure or impoundment of any other animal shall be subject to the Additional Shelter Service Fee.
- d. "Basic Shelter Services" means services rendered for Stray Animals and includes housing, shelter, food, water, Basic Veterinary Care, the supply and administration of Basic Medications, the administration of medications and care prescribed by the Municipal Veterinarian and the transfer assistance set forth in paragraph 10.b.
- e. "Basic Shelter Services for "Captured, Seized or Impounded (CSI) Animals" means housing, shelter, food and water. Basic Shelter Services for CSI Animals does not include any veterinary care or supply or administration of medications.
- f. "Basic Veterinary Care" means veterinary care for Stray Animals at that level of care directed by the SJRAS Supervising Veterinarian and which can be provided by SJRAS given its limitations on personnel and/or equipment and includes routine medications. Basic Veterinary Care does not include veterinary or other medical/surgical services that require x-ray, surgery, intravenous administration of fluids, medicines or other services typically provided by Animal Hospitals as inpatient care and services or any other care or level of care that the Supervising Veterinarian determines should not be provided by SJRAS. Basic Veterinary Care does not include Emergency Veterinary Care as set forth in paragraph 13.a.
- g. "Basic Medications" are those listed on the attached Exhibit A. Basic Medications do not include those medications required by the Municipality's Veterinarian as set forth in paragraph 13.a, or medications that exceed "Basic Veterinary Care").
- h. "Captured, Seized or Impounded Animals Other than Strays" ("CSI Animals") means:
  - i. Any animal surrendered to the ACO/HLEO by its owner or other person charged with the care of the animal
  - ii. Any animal abandoned by the owner or other person charged with the care of the animal, in/on the vehicle/living quarters/premises of, or former vehicle/living quarters/premises of, such person.

- iii. Litters surrendered to the ACO/HLEO by the owner or other person charged with the care of the animals;
- iv. Litters, abandoned by the owner or other person charged with the care of the litter, in/on the vehicle/living quarters/premises of, or former the vehicle/living quarters/premises of, such person.
- v. Any animal suspected of being rabid.
- vi. Any animal seized or impounded as potentially dangerous.
- vii. Any animal seized or impounded as a result of a bite or attack.
- viii. Any animal seized or impounded and required to be held pending the outcome of any court proceeding.
- ix. Any animal seized or impounded as the result of any animal cruelty investigation or prosecution.
- i. "Extraordinary Veterinary Care" means that level of veterinary care that exceeds Basic Veterinary Care.
- j. "Humane Law Enforcement Officer ("HLEO") means a County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.
- k. "Minimum Statutory Hold Period" means the statutory hold period of seven (7) days for Stray Animals.
- l. "Municipal Animal Control Officer" ("ACO") means the certified animal control officer appointed pursuant to N.J.S.A. 4:19-15.16b. Municipal Animal Control Officer does not include any County or Municipal Humane Law Enforcement Officer as defined in Senate Bill 3558 adopted into law January 8, 2018.
- m. "Municipally Designated Hold" ("MDH") means the direction of the ACO or HLEO to hold an animal beyond Minimum Hold Periods.
- n. "Municipal Veterinarian" means any licensed veterinarians designated by the Municipality to which the ACO shall transport animals suspected to be sick or injured prior to delivery and acceptance by SJRAS as required by paragraph 13.a and/or the municipally designated veterinarians to whose care animals in need of Extraordinary Veterinary Care shall be taken or transferred as set forth in paragraph 13.a.
- o. "Stray Animal" means an Eligible Animal as described in paragraph 10 that is:
  - i. An animal off the premises of the owner or the person charged with the care of the animal, which is reasonably believed to be a stray.
  - ii. An animal off the premises of the owner or the person charged with the care of the animal without a current registration.
 "Stray Animal" does not include:
  - i. Any animal surrendered to the ACO/HLEO by its owner or other person charged with the care of the animal
  - ii. Any animal abandoned by the owner or other person charged with the care of the animal, on the premises of, or former premises of, such person.
  - iii. Litters surrendered to the ACO/HLEO by the owner or other person charged with the care of the animals;
  - iv. Litters, abandoned by the owner or other person charged with the care of the litter, on the premises of, or former premises of, such person.
  - v. Any animal suspected of being rabid.
  - vi. Any animal seized or impounded as potentially dangerous.
  - vii. Any animal seized or impounded as a result of a bite or attack.
  - viii. Any animal seized or impounded and required to be held pending the outcome of any court proceeding.
  - ix. Any animal seized or impounded as the result of any animal cruelty investigation or prosecution.
  - x. Any animal designated by the ACO/HLEO as a Municipally Designated Hold.
  - xi. Any animal removed from the custody or premises of its owner or other person charged with the care of the animal.
- p. "Supervising Veterinarian" means the licensed veterinarian appointed by SJRAS from time to time pursuant to pursuant to N.J.A.C. 8:23-1.1 et. seq.
- q. "Wildlife" means an undomesticated animal species including all that live wild in an area without being introduced by humans (eg squirrels, raccoons, deer, migratory birds, aquatic animals)

3. **Term of Agreement.** This Agreement shall be for a term of beginning January 1, 2023 and terminating on December 31, 2023.

- a. SJRAS and Municipality acknowledge that all contract obligations owed by SJRAS are governed by this contract. Services to be provided by SJRAS expire on the termination of the contract and, more specifically December 31st of each year. SJRAS shall endeavor to send a notice on or about November 1st prior to the termination of the contract offering a new contract for the upcoming year. A failure of the Municipality to execute and enter into a new contract with SJRAS by December 31st of the following year will result in SJRAS refusing the animal control officer and/or animals from receiving any service, availability, use or assistance from SJRAS, its agents, employees and assigns.
- b. SJRAS and the Municipality specifically acknowledge and agree that the failure of the Municipality to enter into a new contract under the terms of the notice as sent by SJRAS (the November 1st notice) shall not entitle the Municipality to rely upon the former contract prices which expired as of December 31st of the previous year. The Municipality's failure to enter into a new contract for the new year but continued use by the Municipality of the SJRAS facilities shall constitute a modification of the previous agreement and an acceptance of the terms of the November 1st contract. A failure by the Municipality to abide by this regulation shall result in SJRAS exercising any and all necessary actions, including removal of ACO key door access to the building until, in the determination of SJRAS, an agreement or resolution of any dispute has been achieved.
- c. The Municipality acknowledges that a failure to enter into a new contract or to specifically, in writing, indicate to the SJRAS that it will not be renewing the contract will result in the imposition of the new fee schedule for the new year in accordance with the terms of the December 1st letter sent to the Municipality. Service of such letter/increase in rates shall be deemed received and binding if served upon a municipal clerk, the mayor, council member or such other person as the Municipality shall designate as a point of contact. The person or persons designated in this contract shall be construed as the contact person unless and until the Municipality shall provide notice of revocation and replacement of a new contact person.
- d. **Renewal of Contracts.** At the conclusion of this contract, when considering offering a new contract for the upcoming year, SJRAS will take into consideration any payment history and any outstanding payments. SJRAS may decide not to offer a new contract to any Municipality with payments that are overdue.

4. **Shelter Services for Stray Animals.** For and in consideration of the payment of the Basic Shelter Service Contract Fee, SJRAS agrees to provide Basic Shelter Services for Eligible Stray Animals seized, captured and/or impounded by the Municipal Animal Control Officer, ("ACO"), municipal police officers, and or such other person authorized by the governing body of the municipality to seize, capture and impound Eligible Animals.

5. **Basic Shelter Service Contract Fee for Stray Animals.** The Basic Shelter Service Contract Fee for the period commencing January 1, 2023 and ending December 31, 2023 for Basic Shelter Services provided for Stray Animals is **\$415,735.20** and will be billed in accordance with the provisions of paragraph 22 and payable in accordance with the provisions of paragraph 23.

6. **Basic Shelter Service for CSI Animals.** SJRAS agrees to provide Basic Shelter Services for CSI Animals as defined above for the Basic Shelter Service Fee for CSI Animals as set forth in paragraph 7, housing, shelter, food, water for CSI Animals for the Shelter Fees for CSI animals. Basic Shelter Service for CSI Animals do not include any Veterinary Services.

7. **Basic Shelter Service Fees for CSI Animals.** The Basic Shelter Service Fee is twenty dollars per day per animal commencing the day of delivery through day 30. Thirty dollars per day per animal for the period commencing day 31 until the day 60. Thirty five dollars per day per animal for the period commencing day 61 until release from hold. All fees are to be borne by the Municipality where the animal was impounded and whos designated HLEO/ACO required the Municipally Designated Hold, regardless of the ability to locate and or prosecute an accused, or the reassigning or transfer of charges to another jurisdiction/municipality due to conflicts of interest or other cause. The Municipality is also responsible for fees charged for any animal brought to SJRAS by their ACO/HLEO that SJRAS is required to hold under the authority of a County, State or Federal Agency for purposes of quarantine, permitting, safe keeping or other reason.

8. **Veterinary Care and Medications for CSI Animals.** The municipality shall be responsible for SJRAS's cost of procuring medications, vaccines and parasite preventatives consistent with shelter protocols and those deemed necessary by the Supervising veterinarian plus a fee of \$10.00 for the administration of those medications, per course of treatment,

per animal. The municipality shall be responsible for Extraordinary Veterinary Care which shall be rendered by the Municipal Veterinarian.

**9. Additional Services.** The following shall be considered Additional Shelter Services not included in Basic Shelter Services, the fee for which is not included in the Basic Shelter Service Fee, but for which separate fees shall be charged and payable as follows:

- a. Decapitation of suspected rabid animals - \$75.00 per animal.
- b. Emergency Service Fees per paragraph 13.a and/or paragraph 15 - \$150.00 per animal.
- c. Emergency assistance fee as set forth in paragraph 13a - \$250.00 per instance..
- c. Euthanasia and disposal of MDH/CSI animals – \$250.00 per animal.
- d. Euthanasia and disposal of WILDLIFE animals as needed – No charge for animals 20 pounds and under. \$100.00 per animal over 20 pounds.
- e. Storage fee for MDH/CSI animal remains pending investigation/necropsy - \$30.00 for the first week. Any requirements to store the remains for longer than one week must be authorized by shelter management. Weekly charges will apply until written permission to dispose of remains is received from ACO/HLEO.
- f. Disposal only for MDH/CSI Animals - \$50.00 per animal.
- g. Administration fee for basic processing/documentation for MDH/CSI animals - \$20.00
- h. Administration fee for extraordinary processing/documentation/preparation of reports for MDH/CSI animals - \$50.00
- i. Administration fee for reports of data (eg. intake numbers,hold cases) YTD during the year or year end totals at/near the end of a calendar year - \$0
- j. Administration fee for reports of historical data (eg. intake numbers,hold cases) beyond the current year or previous calendar year - \$25 per hour of time SJRAS staff expends in research & preparation of such reports.

**10. Eligible Animals.**

- a. The animals eligible for Basic Shelter Services and Additional Shelter Services pursuant to this Agreement are:
  - i. Domestic pets that are traditionally kept in the home for pleasure and not for commercial purposes or as food sources, such as a dog, cat, bird, fish, turtle, rabbits, hamsters, guinea pigs, legally permitted exotic animals such as lizards, snakes, etc., legally permitted birds.
  - ii. Small livestock of 80 lbs. or less subject to available space.
  - iii. Any animal brought to SJRAS by an ACO/HLEO that SJRAS is required to hold under the authority of a County, State or Federal Agency for purposes of quarantine, permitting, safe keeping or other reason.
  - iv. Wildlife for whom euthanasia is directed by the appropriate legal authority or licensed veterinarian.
- b. Animals for which are not eligible for Basic or Additional Shelter Services but for which SJRAS will assist in the transfer to a licensed wildlife rehabilitator.
  - i. Injured\*\*/Sick/Immature Wildlife indigenous to New Jersey
  - ii. Non-permitted species
  - iii. Non-native species
- c. Animals that are not eligible for any service include:
  - i. Healthy Wildlife
  - ii. Livestock in excess of 80 lbs.

**11. Owner Surrenders.** The sheltering services to be provided by SJRAS pursuant to this agreement is for the sheltering of stray animals captured by the municipal ACO, local police and such other persons authorized by municipal government, and does not include the sheltering of animals voluntarily surrendered by owners. The sheltering of animals voluntarily surrendered by owners shall be at the owner's separate cost and expense. Should an ACO or other municipally designated person be requested by an owner to accept the surrender of an animal, the ACO or other municipally designated person shall first obtain the authorization of SJRAS to accept such surrendered animal for sheltering and shall also obtain and provide SJRAS with such documentation from the owner as may be required by SJRAS, before such animal shall be accepted by SJRAS. The failure of the ACO, local police, or other municipally authorized individual to obtain prior authorization from SJRAS to accept surrendered/voluntarily forfeited animals will result in additional charges to Municipality over and above the fee to be paid pursuant to paragraph 5.

12. **Municipal Registrations.** For the purposes of expediting the identification and reclaiming of impounded animals, the Municipality will supply SJRAS an electronic copy of its dog and cat license lists in numerical order updated quarterly.

13. **Intake Procedures.**

a. **Emergency and Immediate Veterinary Care.** Prior to delivery of any animal to the SJRAS, the ACO/HLEO shall inspect such animal for to determine whether the animal shows signs of sickness or injury, and if so, the ACO/HLEO shall immediately obtain such care from a licensed veterinarian; this may be obtained from the shelter veterinarian if he or she is available. The costs of any such outside veterinary care shall be the sole responsibility of Municipality who shall arrange for direct billing to and payment from the licensed Veterinarian. If upon examination, the licensed veterinarian authorizes the release of the animal to SJRAS, then the ACO/HLEO shall provide SJRAS with the veterinarian's digitized/non-written exam/discharge summary, treatment protocol and instructions for the animal's care, together with any necessary medications to treat the animal's condition. SJRAS may, in its sole discretion, refuse to receive any animal whose care requires more than Basic Veterinary Care or whose care level exceeds that which SJRAS is capable of providing in the opinion of the Supervising Veterinarian. In the event that the ACO/HLEO delivers an animal to SJRAS that has received Emergency Veterinary Care after SJRAS' regular business hours the ACO/HLEO shall notify SJRAS by telephone, at the telephone number provided by SJRAS from time to time. If, upon notification, SJRAS determines that it is reasonably necessary for the well-being of the animal or for the prevention of the spread of disease that Supervising Veterinarian or other staff member evaluate or treat the animal at SJRAS, the Municipality shall pay an emergency call-in fee as set forth in paragraph 9. In the event that the ACO/HLEO request SJRAS staff assist in capture/handling/intake of an animal (oversize, aggressive, hoarding, livestock), and the request is within the abilities/scope of SJRAS employees and deemed reasonable by SJRAS management, the Municipality shall pay an emergency assistance fee as set forth in paragraph 9.

b. Intake of multiple animals from a single source requires prior notification and arrangements with shelter management.

c. SJRAS shall provide the Municipality with access to the animal shelter facility twenty-four (24) hours, seven (7) days a week, and shall provide its animal control officers with an access code to the animal control entrance to the facility. The ACO shall, at the time of delivery, complete the appropriate SJRAS intake form as well as enter intake data into SJRAS' computer system including available owner information. There are two separate intake forms: one for Stray Impounds and one for CSI/Hold Impounds. The ACO shall provide SJRAS with all known owner information for all impounded animals. In order to keep medical costs down in the matter of disease control, ACO's are required to clean crates, carriers and other equipment with a broad spectrum disinfectant approved by the NJHD after the handling of each animal.

d. In the event that a stray domestic animal dies enroute to SJRAS, the Municipality may place such animal in a body bag provided for that purpose and SJRAS shall hold such animal for such time period as may be required or allowed by law.

e. In the event that a citizen arrives at SJRAS with a found/stray animal from the Municipality, SJRAS will accept said animal in accordance with the written and agreed upon procedure provided by the Municipality. If no such procedure exists SJRAS will accept/refuse the animal, in SJRAS's sole discretion, based on the information provided by the citizen.

f. In the event that a citizen arrives at SJRAS with a found/stray animal from the Municipality and the animal is showing signs of illness or injury, SJRAS staff will contact the ACO and let them know that the animal needs to be picked by said ACO and seen by a veterinarian at the earliest possible opportunity.

14. **Authority for Municipally Designated Holds.** For all Municipally Designated Holds, the ACO/HLEO shall provide SJRAS with the legal authority supporting a hold beyond the Minimum Statutory Hold Periods during which SJRAS may not release the animal to its owners.

15. **Extraordinary Veterinary Care During Minimum Hold Period/Municipally Designated Hold.** Should any animal require Extraordinary Veterinary Care, SJRAS shall notify the ACO/HLEO and the ACO/HLEO shall transport the animal to a Veterinarian selected by such officer, at the Municipality's cost and arrange for direct billing and payment for such care. In the event that the municipal ACO/HLEO is not available to transport an animal in need of immediate veterinary care and the shelter must provide transport; the municipality shall pay an emergency service

fee as set forth in paragraph 8. Any Veterinary Care after the Minimum Hold Period or Municipally Designated Hold Period shall be done by SJRAS in its discretion, and at its cost.

16. **Owner Reclaims.** SJRAS shall be available during its regular business hours for stray and other animals of the Municipality to be lawfully reclaimed by their owners. Any fees accessible and paid as allowed by law for the reclaim of stray animals (not held under municipally designated holds) shall be the sole and separate property of SJRAS. SJRAS shall allow the animal to be released to the owner in accordance with and upon the satisfaction of the requirements of N.J.S.A.4:19-15.16 (g), and any restriction by the ACO/HLEO against the release of any animal to the owner, other than pursuant to N.J.S.A. 4:19-19, for which the ACO/HLEO has not provided the legal authority to restrict release, shall not prevent SJRAS from releasing the animal to the owner pursuant to N.J.S.A.4:19-15.16 (g). SJRAS is not responsible for collection from the owner of any costs borne by the municipality resulting from the impounding of animals including extraordinary and emergency veterinary care. Any fees collected by SJRAS for services purchased by the owner in relation to an animal released from a municipally designated hold shall be the sole and separate property of SJRAS (eg microchip id, elective rabies vaccine, spay/neuter, etc).

17. **Disposition of Animals after Required Holds.** Unless final disposition is mandated by a court order, SJRAS shall have sole discretion as to the disposition of any animal after the expiration of any applicable required hold period including but not limited to, offering the animal for adoption, placement of the animal in foster care, transfer of animals to rescues or other similar facilities, or the euthanasia of any animal in the sole discretion of SJRAS.

18. **Accounting for Use in Court Proceedings.** Municipal requests for an accounting of charges incurred for CSI Animals for use in court proceedings must be made at least three (3) business days in advance of the hearing. Requests may be emailed to : administrator@sjras.org, or by written request on forms established by SJRAS. Municipality may retain all amounts recovered from the responsible party in such prosecutions, but Municipality shall remain liable to SJRAS for any unpaid amounts due under this Agreement. SJRAS will not be responsible to collect any service fees from an owner resulting from services rendered in connection with an animal held for court proceedings.

19. **Feral Cats/Trap, Neuter and Spay.** SJRAS makes every effort to promote Trap, Neuter, Vaccinate, Return for feral cats. SJRAS intends to return picked up stray/ feral cats that are spayed/neutered, vaccinated, ear tipped and micro-chipped to the originating location so long as there is no circumstance, as determined by SJRAS, that contraindicates said return. SJRAS will promote caregiver volunteerism and guardianship in accordance with municipal ordinances when possible. The City of Vineland agrees to work with SJRAS and the community to permit and encourage TNVR as the preferred method of dealing with feral cats. Nothing contained herein includes any services by SJRAS in connection with any such program.

20. **Supervising Veterinarian.** SJRAS shall appoint a licensed veterinarian to serve as the Supervising Veterinarian.

21. **Records.** All records required by law to be maintained by SJRAS shall be available for inspection by the Municipality during regular business hours by appointment.

22. **Billing.** SJRAS will bill municipalities monthly for Basic Shelter Service Fees and quarterly Additional Shelter Service Fees. Monthly Billing will begin on January 1 of the year for services to be rendered during that month, Quarterly Billing will begin on March 30 of the year for services to be rendered.

23. **Payment and Fees.** Within thirty (30) days of the date of the invoice, the Municipality shall pay all charges billed by SJRAS. In the event that the Municipality fails to make payment within thirty (30) days of the date of the invoice, the Municipality shall pay each month financing fees of 2% on the amount that is outstanding each month after the thirty (30) day period. Non-disputed amounts not paid in excess of 45 days from the due date may result in a suspension of services.

- a. Within 30 days of the date of the invoice, the Municipality shall pay all charges billed by SJRAS. In the event that any dispute as to the invoice shall arise, the Municipality shall advise, in writing, of such objection within 45 days of the invoice. If, within 60 days of the date of the invoice, payment from the Municipality is not received and no written objection to such invoice is received, interest at the rate of 12% per annum shall be assessed as of that date. The assessment of such interest is required in order to permit SJRAS to timely meet its obligations in providing quality service to all parties and third parties.
- b. Non-disputed amounts remaining unpaid beyond the above 45 days from the date of invoice date may, in the determination of SJRAS, result in a suspension of service. Failure by SJRAS to insist on compliance with this timeframe shall not be deemed a waiver of SJRAS's right to do so during the entire balance of this contract or any extension in the future.



c. The cost of any and all litigation, including attorneys' fees and costs incurred by SJRAS, shall be paid by the Municipality.

24. **Disputed Charges.** In the event that the Municipality has a bona-fide dispute over a charge, the Municipality shall, within 15 days of the due date (30 days after the invoice has been sent), provide SJRAS with written notice of the charge that it disputes as well as the basis for such dispute and shall pay, in accordance with paragraph 23 of this Agreement, all charges not

in dispute. Upon settlement of any disputed charges, the Municipality shall pay, within fourteen (14) days after the settlement or within thirty (30) days of the date of the invoice, whichever is later, all disputed charges that are properly payable as well as any financing fees accrued from the date of original billing until the date of payment .

25. **Compliance with Law.** SJRAS shall be in compliance with all laws governing animal shelter facilities in New Jersey, including all regulations promulgated by the New Jersey Department of Health.

26. **Applicable Law/Jurisdiction.** This Agreement shall be governed by and in accordance with the laws of the State of New Jersey and of the United States without regard to conflict of laws provisions. The New Jersey state court for the County of Cumberland shall have jurisdiction to hear all disputes arising under this Agreement.

27. **Contract Uncertainties and Ambiguities.** This Agreement has been fully reviewed and negotiated by the parties. Accordingly, any uncertainty or ambiguity shall not be construed for or against any party based upon any attribution of drafting to either party.

28. **No Waiver.** Failure to exercise, or delay in exercising, on the part of either party, any right, power, or privilege of that party under this Agreement shall not operate as a waiver thereof nor prejudice either party's right to take subsequent action.

29. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

30. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the parties and cannot be modified, except by a writing signed by both parties.

31. **Contacts.** As per paragraph 3, In the event that the Municipality wishes to contact SJRAS regarding any billing or fees, or wishes to dispute any bills or fees, Municipality shall contact SJRAS Director, Administrator and Accounts Receivable representatives at [director@sjras.org](mailto:director@sjras.org), [administrator@sjras.org](mailto:administrator@sjras.org) and [finance@sjras.org](mailto:finance@sjras.org) respectively. In the event that SJRAS needs to contact the Municipality regarding outstanding payments or other contract matters, please indicate the contact information for the Municipal Clerk and the Mayor or Council Member that should be SJRAS's point of contact.

Municipal Clerk Email: \_\_\_\_\_ Municipal Clerk Phone: \_\_\_\_\_

Mayor/Council Email: \_\_\_\_\_ Mayor/Council Phone: \_\_\_\_\_

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
*Jessica Morrison* 11/18/22  
Jessica Morrison \_\_\_\_\_ DATE \_\_\_\_\_  
EXECUTIVE DIRECTOR, SJRAS

CLERK \_\_\_\_\_ DATE \_\_\_\_\_  
*Lori Cogit* 11/18/2022  
Lori Cogit \_\_\_\_\_ DATE \_\_\_\_\_  
PRESIDENT, SJRAS

EXHIBIT "A"

Basic Medications

## EXHIBIT "A"

### BASIC MEDICATIONS

Rimadyl, cephalixin, doxycycline, amoxicillin, orbax, clindamycin, baytril, prednisone, cefa drops, clavamox, metronidazole, panacur, terbinafine, ponazuril, strongid, tresaderm, convenia, penicillin, droncit/drontal, frontline/vectra and capstar, bravecto, triple antibiotic eye meds w/hydrocortisone, ear meds: otomite, mometamex, zymox. Vaccines: distemper (DAPPVL, HCP, CV), Ultranasal FVRCP (for uri), Intra Trac III (for kennel cough). Pain meds: buprenorphine. Anti inflammatory: depo medrol, benadryl (diphenhydramine), dexamethasone, ivermectin.

Parvo and heartworm tests.

EXHIBIT "B"

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.


The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signature  Title: Executive Director Date: 11/15/2022

Name of Company: **South Jersey Regional Animal Shelter**