

RESOLUTION NO. 165 -2022
MONMOUTH COUNTY SPCA
2023 CONTRACT

(January 1, 2023 through December 31, 2023)

Councilmember Birdsall introduced and offered the following Resolution for its adoption:
seconded by Councilmember Bieber:

WHEREAS, the Borough Council of the Borough of Sea Bright is in need of animal control services within the Borough, and

WHEREAS, the Borough of Sea Bright wishes to retain the services of the Monmouth County Society for the Prevention of Cruelty to Animals (MCSPCA) for animal control for a period beginning the 1st day of January, 2023 and ending on the 31st day of December, 2023; and

WHEREAS, the Borough Council is in receipt of the 2023 Agreement (attached hereto) which outlines the scope of services to be provided, including an animal control officer, for a sum of \$3,900.00 to be prorated on a monthly basis of \$325.00; and

WHEREAS, the Borough has previously entered into a Memorandum of Understanding with the MCSPCA for the purpose of TNR (Trap, Neuter, Release Program) and wishes to continue that program at the rate of \$37.50 per cat.

CERTIFICATION OF FUNDS

Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, has certified that funds are available in the Animal Control Trust Fund for the purposes stated herein.


MICHAEL J. BASCOM, CFO

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, hereby authorize the animal control services with the Monmouth County SPCA for the year 2023 at a rate of \$3,900.00 per the attached agreement and authorize the continuation of the Memorandum of Understanding with the Monmouth County SPCA required to participate in the Trap, Neuter and Release Program; and

BE IT FURTHER RESOLVED that this agreement is made pursuant to N.J.S.A. 40:48-5.1.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

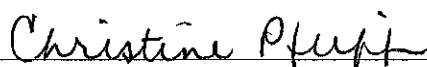
1. Monmouth County SPCA
2. Police Department
3. Finance Manager

Roll Call:	Bieber,	Birdsall,	Booker,	Catalano,	Keeler,	Lamia
	Yes	Yes	Yes	Yes	Yes	Yes

October 18, 2022

Certification

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, New Jersey at a Council Meeting held on October 18, 2022.


Christine Pfeiffer, Borough Clerk

MONMOUTH COUNTY MCSPCA

**SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS
LAW ENFORCEMENT DIVISION
260 WALL STREET, SEA BRIGHT, NEW JERSEY 07724
732-542-0040
FAX: 732-542-4552**

THIS AGREEMENT, made this _____ day of _____ by and between the **MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a non-profit 501(c) 3, government entity created under New Jersey State law, having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA " and the Borough of Sea Bright, a municipal corporation of the State of New Jersey, having principal offices at 1099 Ocean Avenue, Sea Bright, New Jersey 07760, hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the MCSPCA for animal control for a period beginning the 1st day of January, 2023 and ending on the 31st day of December, 2023

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The MCSPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated. Services are defined as the rescue, custody and care of

injured animals, trapped animals, sick animals, animals whose lives are endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cats and dead deer are specifically excluded, neither shall the MCSPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the MCSPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the MCSPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the MCSPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the MCSPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the MCSPCA and the Municipality and shall supersede certain terms in the contract.

2. The Municipality will pay the MCSPCA the sum of \$3,900.00 said sum to be prorated on a monthly basis of \$325.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the MCSPCA 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 MCSPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The MCSPCA reserves the right in its sole discretion to determine that 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 of in house services shall be covered by the MCSPCA any expense incurred by the MCSPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

5. The MCSPCA 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 SPCA. The MCSPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.

6. The MCSPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the SPCA, after seven (7) day statutory hold period. It is expressly understood, once the MCSPCA accepts any animal and takes it into custody; it shall become the property of the MCSPCA for the disposition a stated above. The MCSPCA Animal Control Officer (ACO) or MCSPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animal laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

7. Upon proof of ownership, any person may redeem his/her animal from the MCSPCA upon payment to the MCSPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the MCSPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the MCSPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the MCSPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the SPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the MCSPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed by the MCSPCA if the owner is unknown.
10. The animal control officer shall be an employee of the SPCA. The MCSPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.

11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The MCSPCA reserves the right to answer/respond to those calls; however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the MCSPCA shall respond and handle the call at no cost to the homeowner.
12. The MCSPCA shall not be responsible for handling deer or any wildlife carcasses; however the MCSPCA shall retrieve infirmed/ injured deer or wildlife at the SPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressly seek reimbursement from the costs uncured by the MCSPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) 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.
16. It is expressly agreed that the MCSPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.

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

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

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY:  _____

**Ross Licotra
Executive Director**

***MUNICIPALITY* Borough of Sea Bright**

BY: _____

ATTEST