

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 139-15

**RESOLUTION
AUTHORIZING
CONTRACT
WITH
ST. HUBERT'S
ANIMAL WELFARE CENTER**

WHEREAS, the Township of Maplewood ("Township") has a need for Animal Control Services; and

WHEREAS, the Township has solicited proposals for Animal Control Services; and

WHEREAS, an award of contract is permitted pursuant the provisions of N.J.S.A. 40A:11-5; and

WHEREAS, a proposal has been received from St. Hubert's Animal Welfare Center, a copy of which is annexed hereto; and

WHEREAS, the Chief Financial Officer has indicated, subject to budget allocations, that funds are and will be available.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey as follows:

1. The Township of Maplewood will enter into an Agreement with St. Hubert's Animal Welfare Center for Animal Control Services, from August 1, 2015 through December 31, 2017, pursuant to the terms of the contract annexed hereto.
2. The Township Business Administrator and the Township Clerk be and are hereby authorized to execute any and all agreements necessary to complete the intent of this Resolution.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on July 21, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 21st day of July 2015.

ELIZABETH J. FRITZEN, R.M.C.
Township Clerk

St. Hubert's



Animal Welfare Center

Animal Control Services

Assisting 23,867 Maplewood Residents and an Estimated 11,218 Owned Pets*

Response

- 24/7 service provided at an all-inclusive fee covering dogs, cats and non-deer wildlife. No extra charges regardless whether nights, holidays or the condition, veterinary care needed, length of stay or final disposition of any animal entering the shelter. St. Hubert's is the "easy" button.
- N.J. State Certified Animal Control Officers and Best Practice Shelters that meet & exceed NJAC. 8:23A.
- Phones answered all day, every day with an answering service at night.
- No charge assistance for elderly, infirm or in-crisis residents who are unable to transport their animals to veterinary care on an emergency and scheduled basis.
- Open door access for any resident of Maplewood to surrender dogs, cats and other small companion animals that they can no longer keep.
- Shelters open for adoption 7 days per week, 363 days per year (closed only Thanksgiving and Christmas) providing community confidence that unclaimed and surrendered animals will have excellent potential for re-homing. St. Hubert's lifesaving rate is a model for animal control services, over 90%.
- Facilities, equipment, manpower and expertise to respond to disasters in the community ranging from manmade, i.e. hoarders, to natural disasters, i.e. floods. Recognized for same by ASPCA.

Prevention & Outreach

- St. Hubert's leverages the relationship by securing grants to assist Township residents. Grants received currently enable low-cost spaying and neutering of cats to reduce the population of outdoor cats in the community. This will be immediately available to Maplewood residents.
- St. Hubert's Pet Food Pantry provides food and supplies to pet guardians in need in collaboration with social service agencies throughout the state.
- St. Hubert's Humane Educator – a certified classroom teacher – is available to present curriculum integrated programs to schools.
- St. Hubert's works with various social service agencies throughout the state through our TLCC program to offer emergency sheltering for pets of domestic violence victims.

* Based on American Veterinary Medical Associates 2007 Sourcebook ownership tables for the Mid-Atlantic and U.S. Census 2009 population estimates

Potentially Dangerous as outlined in N.J.S.A. 4:19-19. Both parties will discuss together the procedures and final disposition of any such cases on a case-by-case basis, as the individual circumstances may vary.

St. Hubert's will respond to calls regarding injured or sick wildlife. Injured wildlife immobilized due to injury or illness will be picked up and safely transported to a NJ licensed wildlife rehabilitator, or if their condition warrants it, euthanized at **St. Hubert's**. Larger animals such as adult white-tailed deer, cannot be transported or euthanized by **St. Hubert's** on site. **St. Hubert's** will contact the police or State Wildlife officials for assistance when warranted.

St. Hubert's will remove small wildlife which appears healthy, but which has gained access to the proper of homes or commercial buildings, provided **St. Hubert's** deems such removal to be within the realm of its expertise. A nominal fee must be paid by the resident or business when **St. Hubert's** agrees to undertake such removals.

While **St. Hubert's** has an officer on call 24 hours a day on holidays and after 8 pm and until 8 am, services are limited. Calls will be handled involving confined stray dogs and cats, injured or sick animals, bite cases, deceased owned animals or for any call in which the Police deem a response is necessary. The local police department will be furnished with a detailed list of the day/evening/night services.

St. Hubert's will provide for and bear the expense of emergency treatment for injured dogs and cats not claimed by their owners.

SURRENDER OF OWNED DOGS AND CATS

Residents of the **Township of Maplewood** may surrender to **St. Hubert's** their own dogs or cats that they are unwilling or unable to continue to keep. Arrangements for surrendering should be made in advance by telephoning **St. Hubert's**. Upon surrendering an animal the owner must sign permanent ownership of the animal(s) over to **St. Hubert's**, who will then be responsible for any and all decisions regarding its final disposition.

REMOVAL OF DEAD ANIMALS

At the request of the Police Department, Health Department or residents, **St. Hubert's** will remove from the roads, municipal, residential or commercial property dead dogs and cats and will dispose of their remains.

At the request of residents, **St. Hubert's** will remove from their homes or properties their deceased pet dogs or cats and will dispose of their remains for a fee to the resident.

St. Hubert's will not remove dead wildlife from the road or from public or private properties. If residents are uncomfortable with disposing of dead wildlife on their properties themselves, **St. Hubert's** will remove and dispose of same for a fee to the resident.

ethanasia and transportation to a local veterinarian for specimen preparation. The local health department will be responsible for arrangements and costs for specimen preparation, testing and transportation of the specimen for testing.

St. Hubert's does not provide quarantine services for owned dogs and cats. Such animals must be quarantined at the owner's veterinarian, a boarding facility (at the owner's expense) or in the person's home with approval from the Health Officer in the municipality.

St. Hubert's shall be entitled to retain all monies that it may collect for the claiming or adoption of the animals in its shelter.

RECORDKEEPING

St. Hubert's will keep and maintain accurate records of each dog and cat impounded or sheltered by it. Records will show the time, place and circumstances under which each animal came into **St. Hubert's** possession and its final disposition.

St. Hubert's will provide a monthly report of the records relating to the **Township of Maplewood** and shall also submit to the New Jersey Department of Health the annual shelter/pound survey of stray animal intake and disposition for all municipalities for which it provides animal control service.

The **Township of Maplewood** shall continue to keep the necessary records and census of all dogs (and cats, if applicable) within its territory as required by law and will license all dogs (and cats, if applicable) within its territory in accordance with the law.

ADDITIONAL CONDITIONS

St. Hubert's shall not be obligated to perform the duties set forth in this agreement if it is determined by **St. Hubert's** that the performance of said duties presents an unreasonable chance of injury to an employee or another person.

Either party can terminate this contract, with or without cause, with 30 days written notice to the other party.

St. Hubert's reserves the right to enter into an agreement similar to this with any other municipalities in the State of New Jersey.

St. Hubert's will maintain general liability and automobile liability insurance in minimum amounts \$1 million for bodily injury and property damage per each occurrence and in aggregate. **St. Hubert's** shall also carry a minimum of \$1 million in excess liability coverage. In addition, the standard worker's compensation insurance coverage shall be maintained.

As a Professional Services Contractor, **St. Hubert's** agrees to comply with the mandatory language of Exhibit "A" of the Affirmative Actions Regulations that are attached and

EXHIBIT A

Mandatory Equal Employment Opportunity Language, N.J.A.C. 17:27:

Goods, Services & Professional Contracts

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, sex, affectional or sexual orientation or domestic partnership status. 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, sex, affectional or sexual orientation or domestic partnership status. 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 a conspicuous place, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth 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, sex, affectional or sexual orientation or domestic partnership status.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 worker's representative of the contractor's commitments under this act shall post copies of the notice in conspicuous places available to employee and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation or domestic partnership status and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.