MONMOUTH COUNTY
MCSPCA

SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS
LAW ENFORCMENT DIVISION
260 WALL STREET, EATONTOWN, NEW JERSEY 07724
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THIS AGREEMENT, made this day of by and between the **MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRULETY TO ANIMALS**, a non-profit 501(c)3 organization having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "MCSPCA " and the Borough of Tinton Falls , a municipal corporation of the State of New Jersey, having principal offices at 566 Tinton Avenue, Tinton Falls, New Jersey 07724, 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 2027 or as decided by the "Municipality" and ending on the 31st day of December 2027, (12 Months)

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, seven (7) days a week 24 hours per day. 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 cat colonies 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. 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 this contract.

Any animal that is impounded under the authority of the municipal police department, county prosecutor, county sheriff or any other law enforcement agency for the purpose of animal cruelty shall be held by the MCSPCA under the authority of NJ Title 4. The cost of care and sheltering of the animal(s) shall be covered by the MCSPCA within the confines of the law. The MCSPCA veterinarians shall have complete authority to render medical treatment at their discretion for the well-being and humane treatment of any such animal(s). The MCSPCA, at their discretion, shall reserve the right to fundraise as a 501c(3) to off set the cost of care and medical treatment of any such animal(s) and shall have the sole discretion on the disbursement of any funds raised.

2. The Municipality will pay the MCSPCA the sum of $34,650.00 said sum to be prorated on a monthly basis of $2,887.50. 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 MCSPCA. 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 MCSPCA, after the 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) 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 $30.00 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 of or any other disposition that the MCSPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody by 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 MCSPCA.
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 MCSPCA. 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 and/or Code Enforcement Officer to pose a public safety risk, the MCSPCA shall respond at no cost to the owner of the premise.
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 MCSPCA's discretion.
13. The signatory of this document represents that it/he/she possesses the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
14. Except for non-payment, this Agreement contract may be terminated 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.
15. It is expressively 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.
16. 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.