

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE
COUNTY OF MORRIS, NEW JERSEY, AUTHORIZING
EXECUTION OF AN ANIMAL CONTROL CONTRACT
FOR THE YEAR 2017**

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor and Borough Clerk are authorized to execute the following Animal Control Contract:

- 1. Animal Control Contract for Cats & Kittens Between Mount Arlington Borough and the Animal Hospital of Roxbury for the calendar year 2017.**

This Resolution shall take effect immediately.

I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on October 3, 2017.



Linda DeSantis, RMC
Borough Clerk

The Animal Hospital of Roxbury

2017 Impound and Veterinary Services Contract

This agreement made on the _____ day of _____ 201__ between The Animal Hospital of Roxbury (herein referred to as "AHR"), located at 1901 Route 46 West, Ledgewood, New Jersey 07852, and the BOROUGH OF MT. ARLINGTON, in the County of Morris, a municipal corporation of the State of New Jersey, (herein referred to as "MT ARLINGTON").

For and in consideration of the mutual promises herein contained, the parties hereto agree as follows:

The impound facilities shall be furnished for a period of one year from the effective contract date of January 1, 2017. Changes will be subject to audit at the option and expense of the party requesting same. The rates, fees and conditions of this contract shall remain unchanged for at least one year after the effective date. The contract may be modified ONLY by mutual agreement in writing by the parties involved. Either party can terminate this contract, with or without cause, with 30 days written notice to the other party.

AHR will make available to the Animal Control Officer(s) of MT ARLINGTON its impound facilities for the placement of dogs and cats apprehended in MT ARLINGTON and will provide for their care for the period of time provided by law.

AHR will keep and maintain accurate records of each dog and cat impounded. Records will show the time, place and circumstances under which each animal that came into AHR's possession and its final disposition.

For the purposes of expediting the identification and reclaiming of stray dogs and cats apprehended, the municipality will supply to AHR an electronic copy of its dog and cat license lists in numerical order to be updated quarterly. All pets are to be scanned for an implanted microchip by the animal control officer to help in identification.

AHR will require the municipality be responsible for the daily impound rates and veterinary fees charged pursuant to "Attachment A".

Impounded Animals

Animals will be cared for as if they were a boarding client. They will be provided with twice daily meals, fresh water, medications if necessary and bedding. **The kennels/runs will be cleaned twice daily and dogs/cats taken out if behavior warrants.**

It is the responsibility of the ACO to let AHR know they have impounded an animal (leaving a message on the machine after hours or stopping at the front desk if during business hours). It is also the responsibility of the ACO to scan the animal for a microchip and if they have not done so to let AHR know the pet needs to be scanned. If the pet needs medical attention upon impoundment please let the staff know immediately and if it is after hours Dr. Elia can be reached at 201-965-8137 and if available she will meet the ACO at the hospital. It is also the responsibility of the ACO to make every effort to reach owners of found animals. AHR will work with St. Hubert's return and retention to make an effort to reunite lost animals but the ACO must make every effort as well.

When an animal falls ill during impoundment AHR will make every effort to contact the ACO responsible for the animal to ask about treatment. If however we do not hear back within 12 hours (week days) we will start treatment and the township will be responsible for the costs incurred. **Treatment costs shall be limited to \$300.00.**

Claimed Animals

Any charges for necessary veterinary services **noted herein** provided to MT ARLINGTON animals while housed at AHR shall be the responsibility of and paid for by the municipality for such animal. It will be the municipality's responsibility to pursue reimbursement from the owner.

An impounded animal will only be released to an owner or agent who presents AHR with authorization from the municipality. No exceptions.

IT IS THE RESPONSIBILITY OF THE MUNICIPALITY to release impounded animals to AHR that are not claimed by an owner, following the expiration of the minimum holding period required by law, IN WRITING at the end of the waiting period. Animals that are not properly released to AHR will continue to be boarded at the appropriate impound rate until picked up or transferred by the ACO or released in writing.

Animals released in writing to AHR will be charged a one time disposition/release fee, pursuant to "Attachment A". Once released to AHR, the municipality will no longer incur charges for that animal.

Adopting Out

AHR will make every effort to adopt out suitable dogs and cats that are spayed/neutered, vaccinated and micro-chipped and of sound temperament into good, responsible homes with the aid of St. Hubert's Animal Welfare Society. AHR will, on very rare occasions it may be necessary to humanely euthanize an animal that is not suitable for adoption due to illness or temperament.

Quarantine

According to New Jersey law, dogs and cats with no known owners that have been apprehended and identified as having bitten a human being shall be held in quarantine for the period prescribed by law. In cases where the local Health Officer deems it advisable as a matter of human safety to euthanize and test an animal rather than hold it in quarantine, AHR will provide euthanasia and specimen preparation to be picked up by the municipality. It is the responsibility of the municipality to see that the specimen is transported to a currier location or to the State Department of Health in Trenton, New Jersey.

Animals euthanized before the seven day holding period as mandated by the state, for traumatic injury or illness, will be a mutual decision made by Dr. Jaime Elia and the Animal Control Officer or representative of the local Health Department.

Sick/Injured/Contagious Animals

Sick or injured animals must be treated as mandated by New Jersey State law. Medication and treatment fees can vary by hospital cost and must be quoted on an individual case basis. Impounded animals must be parasite free. Animals with contagious parasites will be treated. The municipality will be responsible for the cost of treatment for these animals.

Indemnification

This contract agreement shall be governed by the laws of the State of New Jersey.

AHR indemnifies and holds MT ARLINGTON harmless for any liability that arises out of the performance of this contract. AHR reserves the right to enter into an agreement similar to this with any other municipalities in the State of New Jersey.

Insurance

AHR shall keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by certificates and/or policies as determined by the Borough of Mount Arlington.

Certificates of Insurance shall be delivered to the Borough, prior to commencement of this Agreement, and all Certificates of Insurance shall state the Borough of Mount Arlington and the Borough of Mount Arlington Board of Health are additional insured for this Agreement.

IN WITNESS THEREOF, this instrument is signed by the duly authorized officers of the parties and their respective corporate seals are affixed.

ATTEST:

THE BOROUGH OF MT. ARLINGTON

Signature _____

Date _____

Print Name _____

Title _____

Signature _____

Date _____

Print Name Jaime Elia

Title DVM/Owner

THE ANIMAL HOSPITAL OF ROXBURY

Attachement A
 Monthly Retainer Fee

\$175

Impound Fees

SERVICE	DOGS	CATS
Impound Cat (per day)	x	\$20
Impound Dog Small (per day)		\$22
Impound Dog Medium/Large (per day)		\$25
Impound Cat with Kittens	x	\$25
Potentially Dangerous Cat (per day)	x	\$25
Potentially Dangerous Dog (per day)		\$30 x
Quarantine Cat (per day)	x	\$37
Quarantine Dog (per day)		\$52 x
Euthanasia (small)		\$40 \$38
Euthanasia (medium)		\$45 x
Euthanasia (large)		\$55 x
Cremation (small)		\$40 \$40
Cremation (medium)		\$50 x
Cremation (large)		\$60 x
Disposition Fee (exclusive of boarding rates)		\$200 \$100
Decapitation		\$150 \$75
Decapitation Wildlife		\$100 x
Vaccine Package Dog (RV, DAP, BB, Flu)		\$40 x
Vaccine Package Cat (RV, FVRCP)	x	\$20
Parasite Control (oral)		\$7 \$7
Parasite Control (topical)		\$15 \$15
Parasite Control (bath)		\$25 x
Hospital Fees	case by case	case by case