

**TOWNSHIP OF BYRAM
RESOLUTION NO. 060 – 2020**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE AMENDED
LEASE AGREEMENT AND SHARED SERVICES CONTRACT FOR
COMMUNITY ANIMAL IMPOUND SERVICES BETWEEN THE
TOWNSHIP OF BYRAM AND BYRAM ANIMAL RESCUE KINDNESS
SQUAD INC. (BARKS)**

WHEREAS, the Township prepared and authorized the signing of a lease agreement and shared services contract for community animal impound services between the Township of Byram and BARKS for a one-year period on March 3, 2020; and

WHEREAS, B.A.R.K.S.'s attorney, John Williams, Esq., suggested several minor changes to the agreement before authorizing B.A.R.K.S. to sign; and

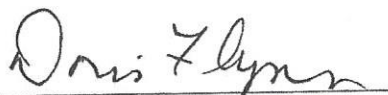
WHEREAS, after reviewing the changes, the Township Manager finds the changes acceptable and recommends the adoption of the attached amended Lease Agreement;

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Mayor has authorization to sign the said amended lease agreement between the Township of Byram and BARKS for a one-year period ending December 31, 2020.

BYRAM TOWNSHIP COUNCIL

| | Councilman Bonker | Councilwoman Franco | Councilman Gallagher | Councilman Roseff | Mayor Rubenstein |
|---------|----------------------|------------------------|-------------------------|----------------------|---------------------|
| Motion | | | X | | |
| 2nd | | X | | | |
| Yes | X | X | X | X | X |
| No | | | | | |
| Abstain | | | | | |
| Absent | | | | | |

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on April 7, 2020.


Doris Flynn, RMC
Township Clerk

LEASE AGREEMENT AND SHARED SERVICES CONTRACT FOR COMMUNITY ANIMAL POUND SERVICES

THIS AGREEMENT is made as of the date of municipal adoption by and between the Township of Byram a Municipal Corporation of the State of New Jersey located at 10 Mansfield Drive, Byram NJ 07874 and Byram Animal Rescue Kindness Squad Inc., PO Box 593, Stanhope NJ 07874 hereinafter referred to as B.A.R.K.S.

WHEREAS, the Township of Byram is in need of providing care for animals captured in the Township of Byram by the Byram Township Animal Control Officer (hereinafter "ACO"); and

WHEREAS, B.A.R.K.S. utilizes the structure currently located at 10 Mansfield Drive in Byram Township (behind the Police Department)(hereinafter "the shelter") for the purpose of an animal shelter; and

WHEREAS, the Township of Byram wants to establish a lease agreement and have B.A.R.K.S. and the Township of Byram abide to the terms of the lease agreement; and

WHEREAS, B.A.R.K.S. has the ability to provide the services required by Byram Township;

NOW, THEREFORE, the parties intend to be bound do hereby agree to as follows:

Animal pound Services:

B.A.R.K.S. agrees to provide care and sheltering to stray dogs and stray cats captured in the Township of Byram subject to the following conditions:

1. B.A.R.K.S. shall care for stray dogs and stray cats captured in the Township of Byram by the ACO in the Byram Township Animal Shelter and will provide for their care for the period of time provided by law as specified in Paragraph 6. Byram shall deliver any captured animals to the shelter where B.A.R.K.S. shall care for the animals, subject to the terms and conditions set forth herein.
2. B.A.R.K.S. shall ensure the availability of 2 dog runs and 2 cat cages to hold stray dogs and stray cats captured in the Township of Byram without inconvenience to the Township's Animal Control Officer. Impounded cats are to be placed only in the isolation cages (by the bathroom), to be isolated from healthy cats, and impounded dogs are to be placed in the first 2 runs to the left to be isolated from healthy dogs. B.A.R.K.S. agrees to maintain an acceptable census of dogs and cats that will permit the animal attendant to complete duties within their regularly scheduled workday of no more than three (3) hours each day. If cages are not available and cannot be made available, the Township will utilize the impoundment services offered by the ACO.
 - a) The Supervising Veterinarian shall have the authority to recommend disease control measures including quarantine of the shelter during disease outbreak emergencies as required by law. This may require pound closure to incoming animals for brief periods of time when a fatal disease strikes or a disease outbreak affects a large percentage of the sheltered animals.

- b) Impoundment other than strays but required by State law or regulation shall be subject to a case-by-case agreement with BARKS for housing and medical needs; e.g., a large number of animals at one time, such as in a hoarding situation or the trapping of feral cats, animal cruelty cases, or the impoundment of an animal suspected as vicious or potentially dangerous.
3. The ACO shall notify the subject owner of any impounded animals that have been brought to the Byram Township Animal Shelter and provide the telephone number and address of the Shelter. Simultaneously, the ACO will notify B.A.R.K.S. by calling 973-300-3185, and the ACO will notify Byram Township by sending an email to the designated employees at town hall. Owners who claim their animals at the Byram Township Shelter shall pay Byram Township such reasonable fees therefore as may be established by Township Ordinance.
 4. If the ACO determines that the animal needs emergent necessary care at time of capture, the animal will be brought to a Township Designated Animal Hospital and notice will be given to owner (if known), B.A.R.K.S. and Byram Township. Owners will be responsible for payment of veterinarian fees. If there is no owner those fees will be paid for by Byram Township.
 5. B.A.R.K.S. agrees to maintain regularly scheduled and advertised hours to support the adoption of their animals. These hours will not conflict with the regularly scheduled hours of the animal attendant that is employed by the Township. B.A.R.K.S. volunteers may have access to the facility during the hours kept by the animal attendant with prior notice to the Township.
 6. Following the expiration of the seven-day stray-hold period or the minimum holding period required by law in the case of quarantine, B.A.R.K.S. shall either
 - a) inform Byram Township that it will not adopt the animal, in which case Byram Township will take steps to have the animal euthanized at the Township's expense, or
 - b) B.A.R.K.S. will elect to take full ownership of the animal, in which case B.A.R.K.S. will continue to house and care for those unclaimed animals it deems to be suitable for pets and will make every attempt to place them in responsible homes at its sole discretion and expense.
 7. The Byram Township ACO is responsible for the transporting of animals during the hold period required by law. However, for medical reasons, BARKS may transport the animals. B.A.R.K.S. shall be responsible for transportation of B.A.R.K.S. animals beyond the required hold period. The ACO shall provide proper documentation in accordance to state policy N.J.A.C. 8:23A-1.12, Transportation.
 8. Dogs and cats that have been captured and identified as having injured or bitten a human or a domestic animal or are suspect as being infected with rabies shall be held in quarantine for the period prescribed by law. In cases where the Township Health Officer / Animal Control Officer deems it advisable as a matter of human safety to euthanize and test an animal rather than hold it in quarantine, the ACO will coordinate with Sussex County Division of Health and provide transportation to a local veterinarian for specimen preparation and euthanasia. It shall be the responsibility and expense of the Sussex County Division of Health to submit the sample to the State for testing.

veterinary attention, other than initial emergent care upon intake which is to be provided by the Township of Byram, B.A.R.K.S. agrees to provide Veterinary Care through their Veterinarians and at their expense.

- a. The Supervising Veterinarian shall provide at least one education session annually with shelter management and staff concerning the principals of infectious disease control in the pound setting, including animal rabies isolation procedures, sanitation, animal caging, and management practices which impact disease control as stipulated in N.J.A.C. 8:23a-1.9. Certification shall be submitted to the Township, as required, indicating the date or dates of such sessions. The Township of Byram agrees to send their animal attendant to this educational session on a yearly basis.
- b. The Supervising Veterinarian provided by B.A.R.K.S. shall be required to sign a Certification of Veterinary Supervision annually prior to the licensing of the facility, provide support in regards to disease control matters, and provide training on disease control training for shelter staff and volunteers.

Record Keeping:

1. Byram Township and B.A.R.K.S. will keep and maintain accurate records for each dog and cat brought in by the ACO, B.A.R.K.S., or other Township Employees for impoundment on forms to be provided by the Township. At the time that the animal is impounded, the ACO, Animal Attendant, Township Employee or another authorized individual must complete an intake form. Records will show the time, place and circumstances under which each animal came in B.A.R.K.S. possession and the final disposition of such animal. This includes all animals that have been adopted by B.A.R.K.S. The records maintained by B.A.R.K.S. shall be the joint property of the Township and B.A.R.K.S. All stray animal intake forms and related records shall be delivered to Township Offices on a daily basis or the first business day after weekend or holiday by the Byram Animal Attendant.
2. The Township of Byram shall continue to keep 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.

Contract and Lease Amendment Term:

1. This contract shall be in effect for a period of one year commencing on January 1, 2020 and ending on December 31, 2020.
2. B.A.R.K.S. shall insure the Township against any liability for loss which may result in their use of the premises and shall indemnify and save the Township harmless from any and all such liability. A certificate of general liability insurance with appropriate coverages shall be provided to the Township by August 31 of each calendar year.
3. B.A.R.K.S. agrees to keep the facility and surrounding areas (inside/outside) clear of any hazard. B.A.R.K.S. may not make improvements to the structure or increase outside storage without the written approval of the Township. Byram Township agrees to maintain the facility, its upkeep and repairs to the structure as required by the law (N.J.A.C. 8:23a) and as determined by the Township. The Township will communicate with B.A.R.K.S. as necessary to facilitate the

conditions of this Agreement.

4. B.A.R.K.S. will report any issues with the facility or surrounding areas directly to the Superintendent of Public works via email, along with the Manager and Deputy Manager. If an emergency arises after business hours, B.A.R.K.S. shall call the non-emergency police number to report the emergency, and dispatch will contact the Superintendent of Public Works.
5. The Township is responsible for the cost of utilities to service the facility.
6. B.A.R.K.S. will have all volunteers complete and sign a hold-harmless agreement on a form to be supplied by the Township before permitting an individual to volunteer for B.A.R.K.S.
7. If a stray animal experiences a life-threatening condition or to prevent the spread of illness among the shelter population during the seven-day stray-hold period, B.A.R.K.S. shall be responsible for all costs. B.A.R.K.S. has the right to reclaim the costs from the owner of the animal when the animal is reclaimed.
8. In the event of euthanasia, the cost shall be the responsibility of the Township of Byram.
9. This contract may be terminated by either party, based on the other party's failure to fulfill its obligations under the contract. In the event of any alleged breach of contract, the non-breaching party shall provide written notice to the other party and a thirty (30) day period of time to cure the alleged breach. However, in the event of a public health emergency, the Township of Byram shall be entitled to undertake such action as shall be required to protect the public's health, safety and welfare.
10. This contract may be terminated, without cause, at the convenience of either party upon ninety (90) days advance written notice to the other party.
11. This contract terminates any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have caused their corporate seals to be hereunto affixed and this Contract shall be signed by their duly authorized officers on the date set forth below.


[Signature page to follow.]

Byram Animal Rescue Kindness Squad

Darlene O'Connell
By: Darlene O'Connell (Mar 30, 2020)
Darlene O'Connell, President

Mar 30, 2020
Date: _____

Byram Township


By: _____
Alexander Rubenstein, Mayor

4-7-20
Date: _____