



SHELTER SERVICES AGREEMENT

This agreement is made on November 29, 2021 by and between the Homeward Bound Pet Adoption Center, Inc. (Homeward Bound) f/k/a Animal Welfare Society of Camden County, Inc. (AWSCC), with its principal place of business located at 125 County House Road, Blackwood, New Jersey, 08012 and the Township of Pennsauken, a body politic and corporate, with its principal place of business located at 5605 N. Crescent Blvd, Pennsauken, New Jersey, 08110.

WITNESSETH:

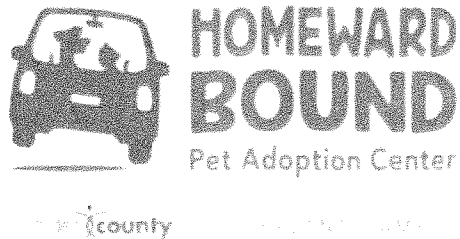
WHEREAS, the Municipality requires the provisions of animal shelter services; and

WHEREAS, the required animal shelter services to be provided are extraordinary, unspecifiable services and/or professional services; and

WHEREAS, HOMEWARD BOUND is able to competently provide to the Municipality the required shelter services.

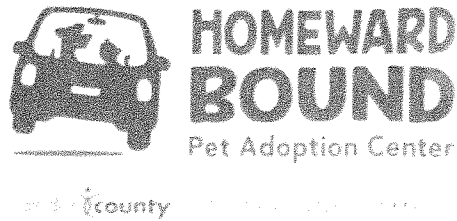
NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereby agree as follows:

1. **TERM.** The term of this agreement shall be for the 12 months, commencing on January 1, 2022 and running through December 31, 2022.
2. **SCOPE.** The HOMEWARD BOUND shall provide the following services in accordance with applicable federal, state and local laws, statutes, rules and regulations:
 - A. House, shelter, feed and care for all felines and canines found or otherwise acquired by or in the Municipality, with the exception of any injured or sick felines or canines obtained within the Municipality that have been diagnosed with or are suspected of having communicable disease, which are determined by the HOMEWARD BOUND to endanger the health of the other animals at the shelter. In addition, any felines or



canines adopted from another shelter, including but not limited to Animal Adoption Center, Animal Orphanage, and Animal Welfare Association, must be returned to said shelter, unless a surrender to HOMEWARD BOUND is approved by the HOMEWARD BOUND Executive Director.

- B. Treat as medically necessary, or euthanize the recommendation of a veterinarian all animals found or otherwise acquired by or in the Municipality, which are impounded at the shelter. With the exception of those found seriously ill or injured by the Animal Control Officer, in which case appropriate emergency treatment must be provided by a veterinarian at the sole cost and expense of the Municipality, before said animal is surrendered to the shelter. If, within 24 hours of being received into the shelter, it is determined an animal should have received emergency veterinary care before being brought to the shelter, the township will be responsible for reimbursing HOMEWARD BOUND the costs of the emergency treatment that HOMEWARD BOUND incurs for the said animal within thirty (30) days of invoice.
- C. Euthanize animals when necessary, pursuant to HOMEWARD BOUND policy, found or otherwise acquired by or in the Municipality, which are impounded at the shelter.
- D. Sterilize, vaccinate, and return any feral cats to a community cat caregiver or owner which pose no threat to the health or safety to the public.
- E. On an emergency basis, at the discretion of HOMEWARD BOUND, house, shelter, feed, and care for animals of another species which is not canine or feline, subject to an additional \$60.00 per day boarding fee.
- F. Accept road kill animals, except skunks and deer, which are contained within a sealed plastic bag. All road killed animals shall be labeled with the name of the animal control officer, the date, the municipality in which the road kill was found, the species, and any other pertinent information.



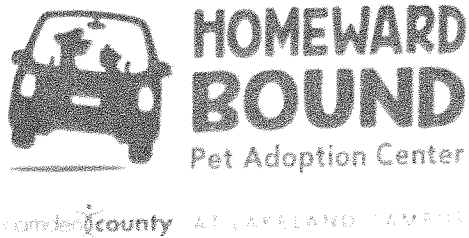
3. MUNICIPALITY RESPONSIBILITIES

- A. The Municipality shall compensate the HOMEWARD BOUND: \$45,500.00 per 12 months for basic shelter services for 350 animals per calendar year, payable on a monthly basis at \$3,791.66 per month, due within 30 days of the invoice date. An additional charge of \$130.00 per animal will be assessed for any animal placed with HOMEWARD BOUND above the allotted 350 animals per calendar year.
- B. The Municipality shall be responsible for the reimbursement of all costs for emergency medical attention that is required for an impounded animal that is delivered to the shelter by the Municipality's Animal Control Officer, when that animal should have received emergency medical attention pursuant to N.J.A.C. 8:23A-1.12 prior to delivery to the shelter.
- C. The Municipality shall give notice to the HOMEWARD BOUND of any planned action which may result in the Municipality's Animal Control Officer's placement of 7 or more animals from a single household, colony, trapping action or other planned action. 48 hours notice must be given for any such placement by the Municipality's Animal Control Officer, unless the placement will occur on a holiday in which case 72 hours notice must be given. Notice shall include the approximate number and type of animals, the municipality of origin, and the anticipated condition of these animals. Notice may be given via phone or in person by the Municipality's Animal Control Officer, to the HOMEWARD BOUND Executive Director, Board President, or Board Vice-President, but not via email or phone message, or to anyone else.
- D. For any animals placed at HOMEWARD BOUND which must be held pending a resolution by the Courts or by another determination out of the control of



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- HOMeward BOUND, the Municipality shall be billed at a rate of \$15 per day per cat and \$30 per day per dog.
- E. Unless previously approved by the HOMeward BOUND Executive Director, Board President, or Board Vice-President, no more than 40 animals per one Monday through Sunday week (7 day) period may be brought to HOMeward BOUND from one Municipality.
- F. **PAYMENT FOR INVOICES SHALL BE MADE BY THE MUNICIPALITY WITHIN THIRTY (30) DAYS AFTER RECEIPT OF INVOICE FOR SERVICE. ~~PAYMENTS MADE THEREAFTER SHALL BE SUBJECT TO A LATE PAYMENT CHARGE ON THE UNPAID BALANCE REMAINING AT A RATE OF TEN PERCENT (10%) PER ANNUM.~~ SHOULD THE MUNICIPALITY FAIL TO PAY ANY INVOICE, AND SUCH FAILURE IS NOT CURED WITHIN SIXTY (60) DAYS, HOMeward BOUND SHALL BE PERMITTED TO SUSPEND SERVICE WITHOUT ANY FURTHER WRITTEN NOTICE OF SAME.** At HOMeward BOUND's option, HOMeward BOUND may pursue any available remedy at law or in equity in addition to collecting the late payment charge and/or any outstanding principal amount due from the Municipality under the provisions of this Agreement for its Term. This provision shall survive the termination of this Agreement, subject to the limitations and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-2, all rules, regulations made pursuant to same, and all other applicable law.
- G. The Municipality and HOMeward BOUND, respectively, shall defend, indemnify and hold harmless the other party, its officers, agents and employees, from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Municipality's or HOMeward BOUND's, its officers', agents', Shelter Service Agreement Between Homeward Bound Pet Adoption Center, Inc. and Township of Pennsauken



and employees' intentional or negligent acts or omissions in connection with this agreement.

4. **OTHER CHARGES.** The HOMEWARD BOUND retains the right to impose fees on the Municipality's residents for, among other things, the reclamation, adoption and/or surrender of an animal pursuant to this list of charges attached hereto and made a part hereof. The HOMEWARD BOUND reserves its right to amend its charges consistent with the proper fiscal management of the shelter and/or economic conditions relating to the cost of providing these services. In the event HOMEWARD BOUND waives or reduces any fee, penalty or other charge, such modification is not a waiver of any rights under this Agreement.

5. **WHO IS BOUND.** Each person who signs this Agreement is bound by this Agreement. Anyone who succeeds to any party's rights and responsibilities, such as heirs or the executor of a Part's estate, is also bound.

6. **AUTHORIZATION.** The parties hereby represent and warrant that they each have the requisite power and authority to make and perform the obligations under this Agreement, and that the execution of this Agreement has been duly authorized by all requisite corporate action, if necessary.

7. **CAPTIONS.** The captions in this Agreement are inserted only as a matter of convenience and for ease of reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement, nor shall they in any way affect this Agreement or the construction of any provision.

8. **ENTIRE AGREEMENT.** This Agreement sets forth all promises, agreements, conditions and understandings either oral or written among them or other than as are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding on any party unless made in writing, approved in writing by



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the board of directors and signed by all parties.

9. COUNTERPARTS AND FACSIMILE. This Agreement may execute in one or more counterparts, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Municipal Representative:

HOMEWARD BOUND Representative:

Printed Name

Printed Name: Rose Rumaker

Signature

Signature: Rose Rumaker

Title

Date

Executive Director, HOMEWARD BOUND

Date

Witnessed or Attested by:

Witnessed or Attested by:

Printed Name

Printed Name: Jackie Locilento

Signature

Signature: Jackie Locilento

Date

Title

Title Bookkeeper, HOMEWARD BOUND

Date