



**Office of the Health Officer**  
**Jeffrey C. Grosser, MHS, HO, REHS**  
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Memo

To: Linda McDermott, Clerk

From: Jeffrey C. Grosser, MHS, HO - Health Officer

Date: April 24, 2014

RE: Professional Services Contract with SAVE

We are proposing to utilize the services of SAVE in order to provide shelter services and detainment of various animals (cats, dogs, etc.) in the protection of the public's health and welfare. The attached contract details the services that will be rendered.



**GMPHP** Greater Mercer  
Public Health  
Partnership

**RESOLUTION  
OF THE MAYOR AND COUNCIL  
OF PRINCETON**

**WHEREAS**, Princeton desires to enter into a professional services agreement in connection with certain activities as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **SAVE, 900 Herrontown Road, NJ 08540** (hereinafter referred to as "Provider") to provide consultant services for Princeton from **January 1, 2014 through December 31, 2014**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide professional **health** services and other related duties as cited in the proposal letter (attached), for a total contract amount not to exceed **\$15,000.00**.

Under this Agreement, Provider shall at all times act as an independent professional contractor and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law.

Rendition of Invoices: Payment of fees will be made upon the submission to the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to Princeton when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by Princeton and shall be subject to approval by Princeton Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Ms. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, LINDA McDERMOTT, Clerk of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Princeton at a meeting held May 28, 2014

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Borough, this 28<sup>th</sup> day of May, 2014.

\_\_\_\_\_  
LINDA McDERMOTT  
Clerk

## AGREEMENT

AGREEMENT made this 2<sup>nd</sup> day of April, 2014, by and between Small Animal Veterinary Endowment (hereinafter referred to as "S.A.V.E."), 900 Herrontown Road, Princeton, New Jersey 08540 and Princeton, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "Princeton").

WHEREAS S.A.V.E. is a non-profit corporation of the State of New Jersey which houses animals and places them for adoption;

WHEREAS Princeton, by and through its Animal Control Officer, takes custody of stray animals in accordance with N.J.S.A. 4:19-15.16;

WHEREAS Princeton, from time to time, has a need for a facility for the boarding of animals and places animals with S.A.V.E.;

WHEREAS S.A.V.E. is willing to accept such animals subject to conditions set forth herein;

WHEREAS the parties agree to memorialize their rights and responsibilities toward each other and to establish procedures for the orderly handling of situations involving the placement of animals with S.A.V.E.

IN CONSIDERATION OF the mutual promises herein and for other good and valuable consideration, the parties agree as follows:

1. PAYMENT - Princeton shall pay, based on submitted invoices, up to a total amount of \$15,000 so that S.A.V.E. will guarantee space for routine boarding of stray dogs and cats at its facility. Payments will be made on a quarterly basis. Annual charges exceeding the total amount will be paid by Princeton at the agreed upon rates for boarding and adoption upon receipt of appropriate invoices from S.A.V.E.
2. BOARDING FEES – the daily boarding rate shall be \$15.00 per day for dogs and cats when the owner reclaims the animal during the seven day holding period. All fees will be credited against the \$15,000.
3. NOTIFICATION TO S.A.V.E. FOR PLACEMENT AND 24 HOUR ACCESS – Princeton shall immediately notify S.A.V.E. of the need for placement of stray dogs or cats and shall provide all available information concerning the condition of the animal. The Animal Control Officer, or his designee, as well as Princeton Police Department shall have 24 hour access to the S.A.V.E. facility located on Herrontown Road, Princeton for the drop-off of those animals, but shall make all best efforts to provide prior notification to S.A.V.E. before dropping off an animal.

4. COMPLETION OF INTAKE FORMS – At the time of the delivery of a stray dog or cat by Princeton to S.A.V.E., Princeton shall complete any forms required by S.A.V.E., including but not limited to, Animal Control Report and S.A.V.E.'s Intake Form. Princeton shall provide all information available at that time concerning the legal standing of the animal, including but not limited to, the name and address of the actual or putative owner of the animal. Princeton shall be obligated to supplement same should it acquire additional information about the animal. If an animal is dropped off after hours by a designee of Princeton police department, the Animal Control Officer will complete the forms and confirm the status of the animal at S.A.V.E. the next business day.
5. POTENTIALLY DANGEROUS ANIMALS. A determination as to whether a stray dog or cat is potentially dangerous shall be initially made by Princeton's Animal Control Officer, or his designee, in conjunction with a representative of S.A.V.E. If such a determination is made, the stray dog or cat will not be placed at S.A.V.E. by Princeton.
6. ANIMAL CARE - S.A.V.E. agrees to provide basic food and shelter and veterinary care to any animal accepted from Princeton for a period of up to seven (7) days in consideration of Princeton paying the agreed to daily boarding fees described in the Agreement..
7. ADOPTION OF ANIMALS. After the seven (7) day holding period, if an animal housed at S.A.V.E. is not claimed by its owner, the animal will automatically pass into S.A.V.E.'s ownership and it will endeavor to place the animal for adoption. Should S.A.V.E. decline to take ownership of the animal, it must so advise Princeton's Animal Control Officer and Princeton shall then be obligated to make alternative arrangements for the animal. If the animal is accepted by S.A.V.E. for adoption, the maximum fee for Boarding and Adoption for any animal shall be \$150. All fees shall be charged against the \$5,000.
8. TERM OF AGREEMENT - This agreement shall be for the period of January 1, 2014 to December 31, 2014. The agreement may be terminated by either party with 60 days written notice by certified, return receipt mail. Notice to Princeton shall be sent to Princeton Clerk, 400 Witherspoon Street, Princeton, NJ 08540. Notice to S.A.V.E. shall be sent to the Executive Director, S.A.V.E., 900 Herrontown Road, Princeton, NJ 08540.
9. INDEPENDENT CONTRACTOR – During the term of this Agreement, S.A.V.E. shall at all times act as an independent contractor and not as an employee of Princeton and has no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with the law.

10. INSURANCE - S.A.V.E. shall maintain the following amounts of insurance coverage during the course of this Agreement:

- (1) Standard workers compensations indemnifying S.A.V.E. against any loss arising from liability or injury sustained by any and all agents, servants, or employees of S.A.V.E. who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey.
- (2) Bodily injury and property damage, each person \$250,000, each occurrence \$500,000.
- (3) All Certificates shall be issued by an insurer that has an AM Best rating of at least AX and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least sixty (60) days prior written notice to Princeton of any cancellation or reduction in amount or type of coverage. S.A.V.E. shall provide Princeton with proof of said insurance, along with a certificate naming Princeton of Princeton as additional insured.

#### EXHIBIT A

Addendum and Affirmative Action/Employment Goal Compliance Attachment to Instruction to Bidders for Procurement and Service Contracts

COMPLIANCE WITH LAWS – During the performance of this contract, S.A.V.E. agrees as follows:

S.A.V.E., 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. S.A.V.E. 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. 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.

S.A.V.E. expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day year first above written.

BY:



Piper H. Burrows, Executive Director  
S.A.V.E.

ATTEST:

BY:

\_\_\_\_\_  
Linda McDermott, Clerk  
Princeton

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Elizabeth Lempert, Mayor  
Princeton