

RESOLUTION NO. 2023-017

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG
HARBOR, COUNTY OF OCEAN, STATE OF NEW
JERSEY, AUTHORIZING AN AGREEMENT WITH A-
ACADEMY OF SOUTH JERSEY, INC. FOR ANIMAL
CONTROL SERVICES**

WHEREAS, the Township of Little Egg Harbor is in need of animal control services; and

WHEREAS, the Township has solicited proposals pursuant to N.J.S.A. 40A:11-6.1(a) for animal control services as a contract expected to be less than the applicable bid threshold but in excess of 15% of said amount; and

WHEREAS, A-Academy of South Jersey, Inc. was the sole vendor to submit a response and the Township finds it advantageous to award to this vendor.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body authorizes the award of a contract to A-Academy of South Jersey, Inc. to perform Animal Control Services as deemed necessary for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2023, and ending December 31, 2023. A-Academy of South Jersey, Inc., shall perform all services as determined and authorized by the Township Committee or other authorized official of the Township and shall be compensated in accordance with the fee schedule and proposal, attached hereto and made a part hereof as Schedule A in connection with animal control services provided to the Township of Little Egg Harbor.
2. That the Mayor is authorized to execute and the Township Clerk to attest to a contract with A-Academy of South Jersey, Inc. to perform Animal Control Services as deemed

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

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necessary for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2023, and ending December 31, 2023.

3. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

01-27-788

4. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer and A-Academy of South Jersey, Inc.

CERTIFICATION

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor, do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **1st** day of **January, 2023**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

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CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY R. HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for a contract with A-Academy of South Jersey Inc. for Animal Control Services in the amount of 38,988.⁰⁰.

The funds which are available for this contract are found in the following line item appropriations or ordinances:

01-27-788



RODNEY R. HAINES, Chief Financial Officer
Township of Little Egg Harbor

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Haln & Cipriani, P.A.
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AGREEMENT

THIS AGREEMENT made this _____ day of January, **2023**, between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as "Township") and **A-ACADEMY OF SOUTH JERSEY, INC.**, having its principal offices located at 2760 Route 9 South, Howell, New Jersey, 07731, hereinafter referred to as "Contractor";

W I T N E S S E T H :

WHEREAS, the Township of Little Egg Harbor is in need of animal control services; and

WHEREAS, the Township has solicited proposals pursuant to N.J.S.A. 40A:11-6.1(a) for animal control services as a contract expected to be less than the applicable bid threshold but in excess of 15% of said amount; and

WHEREAS, A-Academy of South Jersey, Inc. was the sole vendor to submit a response and the Township finds it advantageous to award to this vendor.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. A-Academy of South Jersey, Inc., is hereby awarded a contract to perform Animal Control Services as deemed necessary for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2023, and ending December 31, 2023.

2. A-Academy of South Jersey, Inc., shall perform all services as determined and authorized by the Township Committee or other authorized official of the Township in accordance with the terms of this agreement. A-Academy of South Jersey, Inc., shall be compensated in accordance with the fee schedule and proposal, attached hereto and made a part

hereof as Schedule A in connection with animal control services provided to the Township of Little Egg Harbor.

3. A-Academy of South Jersey, Inc. shall enforce the provisions of the Township animal control ordinances and the state statutes, including the taking into custody, impounding, adoption, etc., of animals. Contractor represents that at least one individual employed by it holds a certified animal control officer's certificate from the State of New Jersey.

4. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

5. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

6. The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

7. The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract. its

8. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection

c. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

9. The Township of Little Egg Harbor and Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

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

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, RMC
Township Clerk

By:

JOHN KEHM, Mayor

(Seal)

**A-ACADEMY OF
SOUTH JERSEY, INC.**

(Seal) Secretary

President

EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____

SCHEDULE A



PHONE 800-624-1709 • FAX 732-363-0614 •

Animal Control Services Township of Little Egg Harbor

A-Academy Animal Control Services will provide the municipality with Animal

Control services in an attempt to control stray, sick and injured animals, provide

the general public with humane education and enforce animal welfare and control ordinances which overall will promote good public health and make the municipality's neighborhood safer and more enjoyable for all.

A-Academy Animal Control Services will provide the Township of Little Egg Harbor animal control services for a yearly sum of \$38988.00 (no additional fees). Pro-rated on a monthly basis.

A-Academy Animal Control Services will provide the following services for the above said fee:

The Service will provide animal control services on a daily basis, for five (5) days a week and provide emergency service 24 hours seven (7) days a week. (Emergencies: injured animals. Animals providing danger to humans, suspected rabid animal, animal struck by vehicle, which is still alive.)

The Service will provide for the decapitation of suspected rabid animals and deliver said animals for rabies testing.

The Service will provide West Nile virus surveillance.

The Service will assist the County Health Department with the quarantine of biting animal as required by State law.



The Service will provide random patrols of Township of Little Egg Harbor in marked patrol units. (Preferably evenings and weekends when most animal problems due occur.)

The Animal Control Officer will pick up all stray and license dogs and cats found running at large in the Township, when the animal's owner is not known the animal will be taken to the Ocean County Health Department's Animal Shelter in Manahawkin. The Service will provide for the control of stray cats, at the request of the residents.

The Service will investigate domestic animal control complaints, at the authorization of the Township issue warnings and summonses for violations of the Township Animal ordinances.

The Service will enforce the vicious dog laws & remove small dead animals from the Township streets and roads.

The Service will remove small dead animals from the Township streets and roads.

The Service, at the request and cost to the owner of an unwanted animal, render assistance in delivery said animal to the appropriate animal shelter. Private services shall be, in all instances, a matter between the owner and the Service.

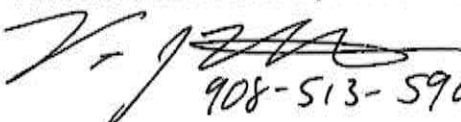
The Service will provide direct phone line for the public and emergency beeper and cellular phones for emergencies. The Service will provide all necessary reports.

The Service employs 4 certified Animal Control Officers and 2 Certified Animal Cruelty Investigators, 3 Officers reside in Little Egg Harbor Township.

The Service will provide all marked vehicles, equipment, employees and insurance in connection with Animal Control Services in the Township of Little Egg Harbor. The Township of Little Egg Harbor shall be responsible for all shelter fees if any, and for veterinarian fees for emergency service on injured animals if the owner is not known.

The Service contracts is for the full year of 2023.

Vincent Fabricatore / A-Academy Animal Control Services


908-513-5908