

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter called "**CITY**", and **ANIMAL CONTROL OF SOUTH JERSEY**, with offices located at 155 S. Mannheim Avenue, Egg Harbor, New Jersey 08215, hereinafter called "**CONTRACTOR**", pursuant to Resolution No. 749 adopted by the Council of the **CITY** on November 22, 2022, a copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, there exists a need for the purchase of **ANIMAL CONTROL SERVICES FOR A PERIOD OF ONE (1) YEAR EFFECTIVE JANUARY 1, 2023 TO DECEMBER 31, 2023;**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and agreeing to be bound, the **CITY** for itself and its successors, and **ANIMAL CONTROL OF SOUTH JERSEY**, for itself, its successors and assigns, hereby agree as follows:

**SECTION ONE
DEFINITIONS**

Whenever in this Agreement the term "**CITY**" is used or a pronoun in its place, it shall mean and intend the **CITY OF ATLANTIC CITY** and/or Mayor of the **CITY OF ATLANTIC CITY**; wherever the term "**COUNCIL**" is used or a pronoun in its place, it shall mean and intend the governing body of Atlantic City; wherever the term "**CONTRACTOR**" or a pronoun in its place is used, the term shall refer to and mean **ANIMAL CONTROL OF SOUTH JERSEY**.

**SECTION TWO
SCOPE OF WORK**

CONTRACTOR will provide animal control services for a period of one (1) year, in the manner as more fully set forth in the Instructions to Bidders and Specifications attached hereto and made a part hereof as if set forth verbatim herein.

**SECTION THREE
CONTRACT PRICE**

The **CITY** shall pay **CONTRACTOR** for **ANIMAL CONTROL SERVICES FOR A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 2023 TO DECEMBER 31, 2023** for a total sum of **FORTY-THREE THOUSAND EIGHT HUNDRED DOLLARS (\$43,800.00)**.

**SECTION FOUR
CONTRACT DOCUMENTS**

The contract documents which comprise the contract between CITY and CONTRACTOR

are as follows:

- a. This agreement
- b. Form of Advertisement, Notice to Contractors, Proposal Form and Specifications, approved, and the bid or proposal of the CONTRACTOR received and publicly opened and read at a meeting of the Purchasing Board covering the items set forth in this Agreement, all of which documents are attached hereto and on file in the Office of the City Clerk of the CITY, and are hereby made a part of this Agreement as though each were set forth verbatim herein.
- c. Any work required by one or more of said documents and not by the other shall be performed as if required by both. Any requirements pursuant to this Agreement in conflict with any requirement in the Bid documents shall be governed by this agreement.

**SECTION FIVE
PAYMENT METHOD**

Payment for the specified services, furnished, and accepted hereunder, shall be made within THIRTY (30) DAYS after the CONTRACTOR has submitted a bill based upon the total price set forth in this Agreement, together with a properly executed voucher, to the Comptroller's Office. CONTRACTOR to be paid in (12) twelve monthly installments.

**SECTION SIX
CONTRACT PERIOD**

The Contract shall be for a period of one (1) year from January 1, 2023 thru December 31, 2023.

**SECTION SEVEN
PREFERENCE DOMESTIC PRODUCTS**

It is understood by and between the parties hereto that only manufactured products of the United States, wherever available, shall be used in connection with this Agreement, pursuant to R.S.

**SECTION EIGHT
ASSIGNMENT**

~~The CONTRACTOR agrees not to assign or sublet this Agreement, in whole or in part,~~
without the written consent of the CITY.

CONTRACTOR cannot assign its rights or obligations under this Agreement without the prior written consent of the CITY.

**SECTION NINE
INDEMNIFICATION**

The CONTRACTOR agrees to indemnify and hold the CITY harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective or improper materials, furnished and ~~delivered under this Agreement, or by or on account of any act or omission of the CONTRACTOR,~~ its subcontractors, agents or employees. In case any such action be brought against the CITY, the CONTRACTOR shall immediately take charge of and defend same at its own cost and expense. The CITY may, if it so desires, defend such actions and charge the expense of same to the CONTRACTOR.

**SECTION TEN
CERTIFICATION OF COMPLIANCE**

CONTRACTOR represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

**SECTION ELEVEN
FULL AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understandings or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

**SECTION TWELVE
GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey and the Ordinances of the City of Atlantic City.

**SECTION THIRTEEN
SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any Statutes, Regulations or Ordinances of the State of New Jersey, County of Atlantic, or City of Atlantic City, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

The within Agreement is effective as of the date of the Mayor's signature.

IN WITNESS WHEREOF, the CITY has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and the CONTRACTOR has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

Paula Geletei
Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

BY: Marty Smail
Marty Smail, Sr., Mayor

Date: 3-15-23

WITNESS:

ANIMAL CONTROL OF SOUTH JERSEY

BY: Samuel Holland owner 100%

The within Agreement approved as to form and execution.

Date: 3/15/2023

By: Karl Timbers
Assistant City Solicitor

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

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, where applicable, 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, labor unions, that it does not discriminate on the basis of age, 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 personal testing conforms to 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 law and applicable Federal court decisions.

In conforming with the applicable 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: Animal Control of South Jersey

Name: Samuel Holland

Title: owner 100%

Signature: Samuel Holland

Date: 3-10-23

Animal Control of
South Jersey
PO Box 663
Egg Harbor, NJ 08215

Resolution of the City of Atlantic City

No. 749

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director Health & Human Services /s/ Jarrod Barnes

Prepared by City Solicitor's Office

Council Member RANDOLPH presents the following Resolution:

RESOLUTION AWARDING A CONTRACT TO ANIMAL CONTROL OF SOUTH JERSEY IN THE AMOUNT OF \$43,800.00

BE IT RESOLVED by the City Council that the bid of **ANIMAL CONTROL OF SOUTH JERSEY**, with offices located at PO Box 663, Egg Harbor, NJ 08215 was received, publicly opened and read at a meeting of the Purchasing Board of November 15, 2022, for **ANIMAL CONTROL SERVICES FOR A ONE (1) YEAR PERIOD FROM JANUARY 1, 2023 TO DECEMBER 31, 2023** for a total sum of **FORTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$43,800.00)**, for the use of the Department of Health and Human Services, be and the said bid is hereby **ACCEPTED**, said Corporation being the only responsible bidder for the undertaking; and

BE IT FURTHER RESOLVED that authority is hereby given to the Mayor to execute and the City Clerk to attest an agreement, to be entered into between the City of Atlantic City and **ANIMAL CONTROL OF SOUTH JERSEY** for the hereinabove undertaking, in strict compliance with the Advertisement, Proposal Form, and the Specifications and Instructions to bidders therefore, said agreement to be approved as to form and execution by the City Solicitor; and

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds and specifying the line item appropriation from the 2023 Budget, Account No. 3-01-27-340-500-299 and is contingent upon the passage of the 2023 Temporary and Permanent budget(s) and pursuant to State approval.

March 9, 2023 9:28 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						RANDOLPH	X					
KURTZ	X						SHABAZZ	X				X	
MARSHALL	X						WEEKES	X					
MORSHED	X					X	ZIA				X		
								TIBBITT, PRESIDENT	X				
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: NOVEMBER 22, 2022

Paula Geletei
/s/ Paula Geletei, City Clerk