

AGREEMENT FOR SERVICES

2023 ANIMAL CONTROL OFFICER SERVICES

THIS AGREEMENT dated the 3rd day of January, 2023 between the Township of Brick, a municipal corporation of the State of New Jersey, having its principal offices located at 401 Chambers Bridge Road, Brick, NJ 08723 (hereinafter referred to as "Township") and **A-Academy of South Jersey, Inc., 2760 Route 9 South, Howell, NJ 07731** (hereinafter referred to as "Professional"); and

WHEREAS, the Township desires to contract with A-Academy of South Jersey, Inc. to provide Animal Control Services to the Township for a term of one (1) year commencing on January 1, 2023.

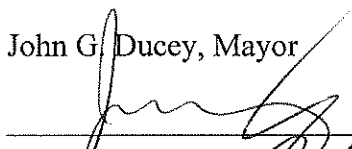
NOW, THEREFORE, the parties hereunder do agree as follows:

1. The Professional is hereby retained to provide Animal Control Services to the Township of Brick. Said service shall include but not be limited to respond to calls for sick or injured animals, lose animals with the Township, respond to any animal bites and assist the Brick Police Department with any animal related calls.
2. That the services for this contract shall be rendered to the Township in accordance with the proposed rate of \$84,000.00 per year plus a per call rate as indicated in your proposal.
3. That this contract is awarded as a Professional Service pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law.
4. That this contract was solicited and awarded pursuant to N.J.S.A. 19:44A-20.5 et seq., through a fair and open process.
5. That the term of this contract is for a period not to exceed twelve (12) months, commencing on January 1, 2023.
6. That the parties of this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) and 5.3 of the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (P.L. 1975, c. 127), as amended and supplemented from time to time.
7. That the parties of this contract agree to comply with the provisions of P.L. 2004, c.57 and P.L. 2009 c.315 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.
8. That the Professional shall indemnify and hold harmless the Township, Council and their agents and employees from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of the work provided that any such reasonable claim, damage, loss or expense (a) to the extent is attributable to bodily

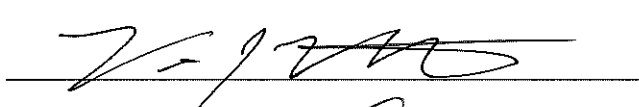
injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part of any negligent act or omission of the Township, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

TOWNSHIP OF BRICK:

Signed by: John G. Ducey, Mayor
Signature: 
ATTEST: 
(Seal) Lynnette A. Iannarone, Township Clerk

A-ACADEMY OF SOUTH JERSEY, INC.:

Signed by: VINCENT J. FABRICIATONE
Signature: 
WITNESS: William Stoy