

Township of Willingboro Resolution 2022-16

A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DELANCO FOR THE PROVISION OF ANIMAL CONTROL SERVICES.

WHEREAS N.J.S.A. 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Services Agreement for the provision of municipal services ("Agreement"); and

WHEREAS the purpose of Shared Agreements is to reduce local expenses funded by property taxpayers; and

WHEREAS the Township Council and the Township of Willingboro and the Township of Delanco desires to enter into a Shared Services Agreement for the provision of Animal Control Services to the Township of Delanco for a fee of \$10,350 (2587.50 Quarterly) and a fee for emergency services in accordance with the agreement attached, beginning January 1, 2022, expiring December 31, 2022; and

WHEREAS, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto; and

WHEREAS, sharing these services is in the public interest and will benefit the Township of Willingboro and the Township of Delanco.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this **18th day of January 2022** that the Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement, as attached hereto, between the Township of Willingboro and the Township of Delanco provision of Animal Control Services.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Township of Delanco, the Finance Office, and the Police Department for their information and attention.

Councilmember	Motion	2 nd	Yea	Nay	Recuse	Abstain	Absent
Mayor McIntosh			X				
Deputy Mayor Whitfield			X				
Councilwoman Worthy	X		X				
Councilwoman Perrone			X				
Councilman Anderson	X		X				

Kaya McIntosh
Kaya McIntosh, Mayor

Brenda Bligen
Brenda Bligen, MBA, CMR
A, Township Clerk

Shared Service Agreement
For the Provision of Animal Control Services

This Shared Service Agreement made this _____ day of January, 2022, by and between the Township of Willingboro, a Municipal Corporation with principal offices located at the Municipal Complex, One Rev Dr M.L. King Jr Drive, Willingboro, Burlington County, New Jersey, ("Willingboro") and the Delanco Township, a Municipal Corporation with principal offices located at 770 Coopers Road, New Jersey ("Delanco") for the provision of animal control services.

WHEREAS, the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 *et seq.*, permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, Willingboro currently provides Animal Control Services to area municipalities and Delanco Township is in need of procuring such services; and

WHEREAS, it is deemed to be in the best interest of the residents of Willingboro and Delanco Township to enter into this Agreement, established in accordance with the "Uniform Shared Services and Consolidation Act."

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements and covenants herein contained, the parties agree as follows:

Term/ Termination:

This Agreement shall be for a One (1) Year term commencing on January 1, 2022, and ending December 31, 2022. This Agreement shall be renewable on a yearly basis provided that each party agrees to the extension at least 30 days in advance of the expiration of said term.

Both parties have the right to terminate this agreement at any time during the term by giving the other party thirty (30) days written notice.

Delanco Township

Mayor

Township of Willingboro

Mayor

Attest:

James F. Kelly

Attest:

Joseph J. Kelly

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

This Agreement sets forth the entire understanding of the parties. No change or modification shall be valid unless it shall be in writing, authorized by concurring resolutions of Willingboro and Delanco Township.

ENTIRE AGREEMENT

Willingboro represents that it has secured adequate insurance for liability and other risks, which may result from actions undertaken by the terms of this said contract.

TOWNSHIP OF DELANCO
RESOLUTION 2021-150
RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF WILLINGBORO FOR THE PROVISION
OF ANIMAL CONTROL SERVICES

WHEREAS, the Township of Delanco has determined to provide for animal control services through a shared services agreement with the Township of Willingboro; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A.40A:11-1 et seq., the Township of Delanco may enter into an agreement with the Township of Willingboro without public advertising for bids and bidding therefor; and

WHEREAS, pursuant to the new Jersey Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq., the Township of Delanco may enter into an agreement with the Township of Willingboro for the provision of animal control services by the Township of Willingboro and for any term agreed upon by the parties; and

WHEREAS, the Township of Delanco has determined that it desires to enter into an agreement with Willingboro Township for said services for the period of 1/1/2022 to 12/31/2022 in the amount of \$10,350.00.

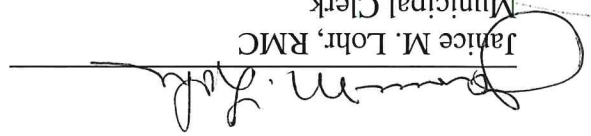
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Delanco as follows:

Section 1. The Mayor or Deputy Mayor of the Township of Delanco is hereby authorized and directed to execute a Shared Services Agreement with the Township of Willingboro for Animal Control Services, which Agreement shall be deemed a part hereof as if fully set forth herein,

Section 2. The Township Clerk is hereby authorized and directed to attest to the signature of the official of the Township of Delanco named in Section 1 hereof, and to affix on the execution counterparts of the Agreement, the official seal of the Township of Delanco.

Section 3. This Resolution shall take effect immediately.

THIS IS CERTIFICATION THAT THE FOREGOING RESOLUTION WAS
ADOPTED AT A MEETING OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF DELANCO ON DECEMBER 20, 2021


Janice M. Lohr, RMC
Municipal Clerk



- Confirmed viscous dog complaints.
- Dog bites where a person is seriously injured.
- Unattended animals when their owners are known to be deceased.
- House fires and there are animals that are injured or cannot be taken by the homeowner.
- Injured dog/cats (i.e. such as a dog/cat struck by a motor vehicle).

An "Emergency" shall be defined as an incident posing a substantial risk to people or other animals during non-patrolled hours. The following are examples of emergencies:

hours.
 and/or a certified Per Diem Animal Control Officer to cover additional hours to offset the M-F, 9 am to 5pm, with emergency services provided outside those service hours Animal Control Officers. An example of this would be to change the standard service to provide the most amount of coverage possible with the available certified unit is not fully staffed, Willingboro Township reserves the right to adjust the hours of pm with emergency services provided outside the normal standard service hours. If the time certified Animal Control Officers, shall be 7 days a week between 7 am and 6:30 It is hereby agreed that standard service, when the unit is fully staffed with two (2) full

It is hereby agreed that standard service, when the unit is fully staffed with two (2) full time certified Animal Control Officers, shall be 7 days a week between 7 am and 6:30 pm with emergency services provided outside the normal standard service hours. If the unit is not fully staffed, Willingboro Township reserves the right to adjust the hours of service to provide the most amount of coverage possible with the available certified Animal Control Officers. An example of this would be to change the standard service to M-F, 9 am to 5pm, with emergency services provided outside those service hours and/or a certified Per Diem Animal Control Officer to cover additional hours to offset the hours.

Scope of Services:

Animals picked up in Delanco Township by Willingboro Animal Control shall be delivered to the Burlington County Animal Shelter. Delanco Township shall be responsible for any and all fees associated with the services of the Burlington County Shelter. In the event that a sick or injured animal is picked up within Delanco Township, the cost of required veterinarian care shall be the responsibility of Delanco Township

An animal for the purpose of this agreement is defined as a domestic dog or cat, or in the case of a request to remove a dead "animal" from either public right-of-way or private property, an "animal" shall be defined as a domestic dog or cat.

A call is defined as a request by Delanco Township to pick-up a roaming dog or cat on public or private property, or to remove a dead animal. A call is also defined as a request to include animal cruelty investigations, transportation of birds or domestic animals for the testing of West Nile Virus, Rabies testing, as well as transportation of quarantined animals involving bites.

Definitions:

Procedures for an "Emergency Call Out" will be that the jurisdiction requesting the "Emergency Call Out" shall contact Willingboro Police Department's on-duty sergeant and he/she will determine if there is a need to contact the Animal Control Officer. A dog running at large or a found dog/cat is not considered an "Emergency Call Out." If this occurs after hours, hold on to the dog/cat in a safe area if possible and notify central communications channel P9 and the ACO will respond the next working day. However, anyone may take a found dog/cat to the Burlington County Animal Shelter

Ordinary calls for service response time shall be within 30 minutes after a call is transmitted by the dispatcher to the Animal Control Officer, unless the officer is handling a priority call. Responses shall be in the order that the calls are received without regard to the municipality where calls originate; except that any call involving a report of an animal that has attacked a person shall receive a higher priority than all other calls.

An Animal Control Officer will issue summonses and testify in court for alleged violations of Delanco Township ordinances and will assist in all Animal Cruelty cases when requested.

In the event that any Willingboro Animal Control Officer will be unavailable for an extended period, meaning any length of time greater than two weeks, due to injury or illness, Willingboro shall designate an alternate qualified animal control officer to the best of their abilities.

The Animal Control Officers will also be entitled to holiday time, vacation time, comp time, and sick time as per their collective bargaining unit. If an Animal Control Officer is off for one of these reasons, the Township of Willingboro may replace the said animal control officer with another qualified person if one is available.

FEES:

1) Delanco Township shall pay an annual fee of \$10,350 (\$2,587.50 Quarterly) for the above-defined animal control services.

2) An additional fee of \$50 per call out and the Animal Control Officer's overtime rate will be charged for after hour emergency services. Payment shall be for a minimum of 2 hours. The overtime rate will be a minimum for Emergency calls will be charged and billed on a monthly basis. An "Emergency" shall be defined as an incident posing a risk to people or other animals during non-patrolled hours. Both parties will agree in advance of payment of removal, shelter and veterinarian services associated with the emergency.

By entering into this Agreement, the parties do not waive any immunities or defenses granted by the provisions of the "New Jersey Tort Claims Act," N.J.S.A. 59:1-1 et seq. In addition to the other rights and remedies of the Parties herein, Willingboro, to the extent permitted by law, agrees to defend, with counsel chosen by Willingboro at Willingboro's expense, indemnify and hold harmless Delanco Township, its officials, employees and agents, from any and all liability and claims for damages or injuries caused by or resulting from or relating to any action taken as a result of this Agreement pertaining to services provided in or for Delanco Township. The Township shall name the Township as an additional insured on its liability insurance.

INSURANCE/INDEMNIFICATION

Township Administrator
770 Coopertown Road 08060
Delanco, NJ 08075

For Delanco Township:

Township Manager
1 Rev. Dr. Martin Luther King Jr. Dr.
Willingboro, New Jersey 08046

Acting Captain Adam Donofrio
Willingboro Police – Patrol Division
1 Rev. Dr. Martin Luther King Jr. Dr.
Willingboro, New Jersey 08046

For Willingboro:

All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the following designated municipal representatives:

NOTICES:

The payment of salaries, wages, and health insurance (for those employees eligible for health insurance benefits) for Willingboro employees providing services to Maple Shade pursuant to this Agreement shall be the responsibility of the Willingboro.

PAYMENT OF SALARIES, WAGES AND INSURANCE