

SHARED SERVICES AGREEMENT BY AND BETWEEN

THE TOWNSHIP OF TOMS RIVER

AND

THE OCEAN COUNTY BOARD OF HEALTH

OCEAN COUNTY, NEW JERSEY

THIS AGREEMENT made this _____ day of _____, 2024,

BETWEEN: THE TOWNSHIP OF TOMS RIVER, a municipal corporation of the State of New Jersey, having its principal offices located at 33 Washington Street, Toms River, New Jersey 08753, hereinafter referred to as "Township".

AND: THE OCEAN COUNTY BOARD OF HEALTH, having its principal offices located at 175 Sunset Avenue, P.O. Box 2191, Toms River, New Jersey 08754-2191, hereinafter referred to as "Board"; and collectively the Township and Board referred to as "the parties".

WHEREAS, N.J.S.A. 40:65-1, et seq, the Uniform Shared Services and Consolidation Act, authorizes local units such as the Township and Board to enter into joint agreements for the provision of certain governmental services; and

WHEREAS, the Township of Toms River has for many years operated a local animal shelter as a governmental service for the Township of Toms River; and

WHEREAS, the Ocean County Board of Health operates animal shelter facilities on behalf of the County of Ocean; and

WHEREAS, the Township and Board wish to enter into an agreement for the provision of animal shelter services under the Uniform Shared Services and Consolidation Act and further wish to designate the Ocean County Board of Health as the lead agency for the shared services set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein after set forth, the Township of Toms River and the Ocean County Board of Health mutually agree as follows:

AGREEMENT

1. The Township owns an animal shelter facility located on a portion of Lot 11, in Block 573, as shown on the Official Tax Maps of the Township of Toms River, along with the associated parking and pedestrian walkways servicing said building, where it is previously operated an animal shelter at this location.
2. The Ocean County Board of Health currently operates Animal Shelters in other portions of Ocean County and the residents of the Township of Toms River pay county taxes for such animal shelter services. As a result, the Board hereby agrees to provide animal shelter services on behalf of Toms River Township and the Township's facility. The Township will remain responsible for all animal control services.
3. The Ocean County Board of Health hereby agrees to utilize the Toms River facility for the shelter and care of animals in the same manner as it currently provides such services at the Board's other animal shelter facilities within Ocean County.
4. As part of the consideration for this agreement the Township will place on deposit, and in trust, with the Ocean County Board of Health, the remaining balance of the testamentary bequest the Township received from the Estate of Jeanne Pyne. The Township CFO will provide a certification of funds detailing the current amount in this account. Said fund shall be held in trust and may be utilized for actual repairs, renovations, upgrades, start-up costs and maintenance of the Toms River Animal Shelter and the care of animals at the Toms River facility. The Ocean County Board of Health shall provide, on an annual basis, an

accounting of the expenditures from said fund to the Township of Toms River to insure these funds are utilized for the Toms River Shelter.

5. The Board shall operate its animal shelter services at the Toms River location and shall be responsible to take good care of the interior of the building, make such repairs, including painting and decorating as may be needed, shall maintain the interior of the premises in good condition and state of repair and may make such other improvements to the facility as it deems necessary to operate this animal shelter in the same manner as it operates its other County shelter facilities. The Board shall not obstruct the sidewalks, driveways, yards, parking areas, entrances, hallways and stairs.

6. The Township of Toms River agrees to provide for snow and ice removal of the parking lot area and pedestrian walkways as it currently provides for the Township's Police Station located on a portion of the tax lot in question. The Township shall provide for all exterior landscaping services and insect pest control of the grounds and perimeter of the building. Finally, the Township will provide for trash removal from the property on the same schedule it provides for the police station located on the same lot at least twice per week and shall provide a cross access agreement for the driveways, parking lots and grounds.

7. The Township of Toms River will not be required to pay any additional funds to the County Board of Health for the provision of animal shelter services at this location with the exception of fees associated with the participating Towns contract it has previously entered into with the Ocean County Board of Health and which has been in place for many years. However, the Township shall remain responsible for fees associated with the participating Towns Contract.

8. Either party may terminate this Shared Services Agreement upon One Hundred and Eighty days (180) days notice of the parties intention to terminate. In the event this agreement is terminated prior to its expiration in accordance with preceding paragraph, then in that event the Township shall reimburse the Board for the cost of any major improvements or repairs made to the facility during twelve (12) months preceding the notice of termination and the balance of the funds remaining on deposit with respect to the Estate of Jeanne Pyne shall be returned to the Township.

TERM

9. Pursuant to the Uniform Shared Services Act, this Shared Services Agreement shall have an initial term of ten (10) years. The parties to this agreement shall have the option to renew the agreement for additional terms of ten (10) years on each 10th anniversary date of the commencement of this agreement.

10. The Ocean County Board of Health shall be considered the lead agency in connection with this agreement and shall be the sole employer of any individuals employed at the Toms River Animal Shelter.

11. All notices required by this agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested to the Clerk of each respective entity at the address listed in the preamble of this agreement. The parties may also notify the other electronically.

12. This agreement constitutes the entire agreement between the Township of Toms River and the Ocean County Board of Health with respect to the Toms River Animal Shelter and supersedes all prior written or oral understandings. This agreement may only be

amended, supplemented, modified or cancelled by a dually executed written instrument or as set forth herein above.

13. The parties agree that this agreement was prepared under the authority of the State of New Jersey and therefore shall be interpreted by the laws of the State of New Jersey and any action resulting from the agreement shall be venued in Ocean County.

14. Any rights, duties and obligations of this agreement may not be assigned without the written consent of all parties.

15. It is agreed that a failure or delay in the enforcement of any other provisions of this agreement by either party shall not constitute a waiver of those provisions.

16. If any provision or provisions of this agreement shall be determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this agreement shall survive.

17. In the event that this agreement shall be deemed invalid by a Court of Competent Jurisdiction then, the parties agree that this Shared Services Agreement shall terminate upon the entry of any such order.

18. The parties hereto represent and warrant that the person executing this agreement has the full power and authority to enter into this agreement and that this agreement has been dually authorized by the appropriate resolution of each entity.

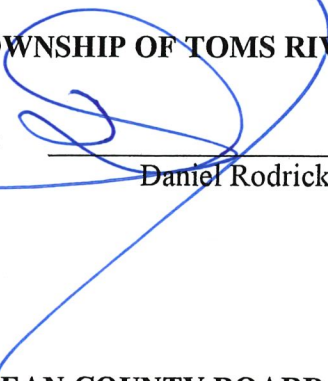
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF TOMS RIVER



Borough Clerk

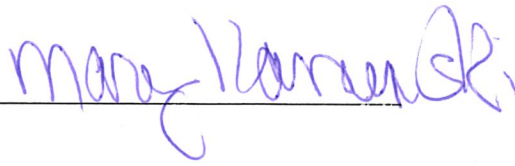
By: 

Daniel Rodrick, Mayor

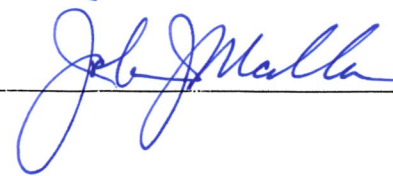
(Seal)

WITNESS & ATTEST:

OCEAN COUNTY BOARD OF HEALTH



Mary Hannon

By: 

Joe J. Mulla

RESOLUTION

12(25)

January 8, 2025

WHEREAS, there are currently five (5) licensed animal facilities located in Ocean County to house stray and surrendered dogs and cats; and

WHEREAS, due to the size of Ocean County there is a long term need to have all five operational; and

WHEREAS, the Township of Toms River reached out to the County of Ocean and discussed their intentions of closing its animal facility and to see if there was interest and the ability for the County to take over its operations; and

WHEREAS, a bequest was made to the Township of Toms River and the account balance has been certified by the Chief Financial Officer of the Township of Toms River in the amount of \$654,986.13 and will be turned over in full to the Ocean County Board of Health for any needed renovations and care for the animals if the Ocean County Health Department agrees to take over day to day management and program operations of the Toms River Animal Facility; and

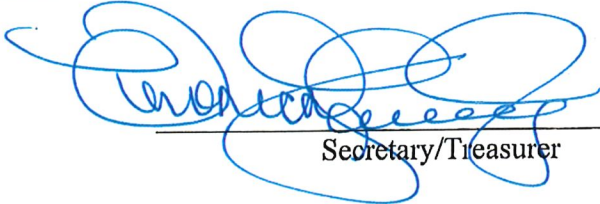
WHEREAS, the Township of Toms River will continue to be responsible for and oversee municipal animal control responsibilities in the Township of Toms River.

NOW THEREFORE BE IT RESOLVED by the OCEAN COUNTY BOARD OF HEALTH, County of Ocean, State of New Jersey that the Chairman of the Board is hereby authorized to enter into a Shared Services Agreement between the Ocean County Board of Health and the Township of Toms River, for the purpose of operating and managing the current Toms River Animal Facility located at 235 Oak Avenue, Toms River, New Jersey 08753 for an initial ten (10) year term with the option to renew for one additional ten (10) year term.

BE IT FURTHER RESOLVED that the Public Health Coordinator is authorized to accept the bequest noted above in the amount of \$654,986.13 for the purpose of any needed renovations to the existing Toms River Animal Facility and for care and treatment for the animals.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Holman Frenia Allison P.C., auditor for the Ocean County Health Department and the Township of Toms River.

Name	Gupta	Hill	Kubiel	Laureigh	Mancini	Scaturro	Singer	Mallon
Ayes		✓		✓		✓	✓	✓
Abstain		✓			x			
Nays			✓					
Absent	✓		✓					


Secretary/Treasurer