

**RESOLUTION NO. 2024-293**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE OCEAN COUNTY BOARD OF HEALTH FOR ANIMAL FACILITY SERVICES**

**WHEREAS**, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes the Township of Little Egg Harbor to enter into a contract for the provision of certain governmental services with Ocean County Board of Health; and

**WHEREAS**, N.J.S.A. 40A:65-5 requires such a contract to be authorized by resolution; and

**WHEREAS**, it is the desire of the Township Committee to authorize the execution of a Shared Services Agreement with the Ocean County Board of Health for the utilization of animal shelters from confining, receiving, housing and distributing animals accepted by shelters; and

**WHEREAS**, the Township has determined that it is necessary and appropriate to enter into this Shared Services Agreement with the Ocean County Board of Health.

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

1. That the governing body does here authorize the execution of a Shared Services Agreement with the Ocean County Board of Health for Animal Facility Services, in accordance with the terms of said agreement is attached hereto and made a part hereof as Schedule A.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.

3. That the term of the Shared Services Agreement shall be January 1, 2025 through December 31, 2029

2. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

3. That a certified copy of this resolution with a copy of the agreement be forwarded to the Chief Financial Officer and the Ocean County Board of Health.

**CERTIFICATION**

I, **KELLY LETTERA, CMC, RMC**, Township 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 12<sup>th</sup> day of **December, 2024**.



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**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

## CONTRACT FOR ANIMAL FACILITY SERVICES

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_ and to be effective January 1, 2025 by and between the OCEAN COUNTY BOARD OF HEALTH, hereinafter referred to as the "Board", and the Township of Little Egg Harbor, hereinafter referred to as the "Municipality";

### WITNESSETH

WHEREAS, the parties having authorized and approved this Agreement; the Board by Resolution and the Municipality by Resolution duly adopted pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **ANIMAL FACILITY:** The Board shall allow the Municipality and other covered municipalities within Ocean County the utilization of an animal shelter or shelters for confining, receiving, housing, and distributing such animals accepted by the shelters, subject to State Law and the regulations and policies of the Ocean County Board of Health.
2. **STANDARDS OF GOVERNING FACILITY:** It is agreed and understood that any animal facility operated by the Board shall be in compliance with all statutory requirements and with all rules and regulations governing the sanitary conduct of operation, promulgated by the State Department of Health.
3. **SERVICES OF FACILITY:** In addition to operating the facility, the Board agrees to:
  - A. Hold all stray and lost dogs and cats received and delivered to the facility by the municipality in accordance with the laws concerning the same.
  - B. Hold all animals received involved in "bite" cases for the ten (10) days required for observation from the day on which the bite occurred and that any deviation from this procedure would only be as sanctioned by the State Department of Health.
  - C. Make provisions for receiving animals on a 24-hour, 7 day a week basis subject to reasonable rules and regulations of the facility concerning same. In the event of a hoarding situation, the Ocean County Board of Health reserves the right to determine which Ocean County Animal Facility the municipality shall transport animals to.
  - D. Provide all animals with humane treatment in conformity with the rules and regulations promulgated by the State Department of Health. All required records will be kept and be available for inspection by authorized officials of the Municipality.
  - E. Upon presentation of proper identification, accept any animals from municipal residents. When such animals are certified as being owned, the facility shall require, in writing, authorization for disposal of the animal. If the animal is certified as being a stray or lost animal by municipal officials, the facility's personnel will enter it on the record and it will be included in the monthly report.

- F. Collect allowable costs and appropriate paperwork from owners of animals being reclaimed as provided by appropriate state rules, regulations, and statutes and Board policy.
- G. Hold dogs and/or cats seized or impounded by a municipal agent when the owner is known (or suspected) but has been arrested, hospitalized, evicted, otherwise incapacitated, or has died. Such animals will be impounded and held for 7 days providing the Municipality's Animal Control Officer (ACO) has given notice in writing to the owner (or next of kin if owner is deceased) as to the whereabouts of the animal and that the animal will be offered for adoption or humanely destroyed if it is not claimed within 7 days after the service of the notice. Animal Control shall have three (3) days after the impound date to provide a copy of the written notice pursuant to N.J.S.A. 4:19-15.16b or an administrative fee of \$8.00 dollars would be charged to the municipality. The municipality shall maintain the responsibility of transportation and care of the seized animal should it be injured or become ill before the notice is served or during the 7 days thereafter. In the case of lack of response from the owner, or indigence or death of the owner, the charge to the municipality would be the same as for a surrendered animal. If the animal is reclaimed, the fees shall be charged to the owner. This section would not be applicable for impoundment of dogs or cats seized pending court action.
- H. Accept dogs/cats surrendered to the Municipality's ACO due to incapacitation, incarceration, eviction, etc. of owner. The Municipality's ACO shall be responsible for securing the appropriate paperwork including the owner's signature relinquishing ownership, and history of any bite incidents involving the animal. Surrender fees that do not accompany the animal at the time of impoundment shall be charged to the municipality in accordance with the attached fee schedule. If the surrender fee is charged to the municipality, no additional charges for impoundment or disposition shall be incurred. The municipality shall be charged a daily fee if the animal is impounded prior to the provision of complete, signed paperwork.
- I. Hold dogs seized by the Municipality's Animal Control Officers pursuant to N.J.S.A. 4:19-19 et seq. (Vicious Dog Act), subject to availability of appropriate enclosure. Such dogs shall be held pending the hearing in municipal court and for up to 30 days thereafter, to afford the owner time to comply with requirements or to surrender the animal. If the animal is not ready for surrender or release by the 30<sup>th</sup> day following the hearing, the Municipality shall be responsible for transferring the animal to another facility for confinement. Fees shall be in accordance with the attached fee schedule. The Municipality shall retain the responsibility of transport and care of the seized animal should it become injured or ill and require care at a veterinary hospital.
- J. Accept obviously injured or ill, small, wild animals (less than 25lbs) for euthanasia and disposal during regular business hours if rehabilitation is not possible as determined by a veterinarian. If the shelter veterinarian or any other trained OCBH employee is unavailable, the animal shall not be accepted. Fees shall be in accordance with the attached fee schedule. Only the disposal fee shall be charged for deceased wildlife, which must be less than 25 pounds, accepted by the Board.
- K. Preparation of specimens for rabies testing of dogs, cats, or small wild animals (less than 25lbs) that have exposed residents or require testing for other reasons approved by the

Board. Euthanasia of a small wild animal will be done as part of this service. Dogs and cats shall be properly surrendered to the Board before this service is performed. This service will be available during regular business hours only, and fees shall be in accordance with the attached fee schedule. Fees for surrender or impoundment/disposal shall also apply.

4. **COST TO MUNICIPALITY:** For providing the above services, the Municipality agrees to pay the Board on a “fee for services” basis, in accordance with the Fee Schedule attached as part of this Agreement.

There will be no charge to the Municipality when a dog or cat is reclaimed by the owner, the cost being chargeable only to the owner.

Any fees related to “hoarding” cases (those with the surrender or seizure of 20 or more animals) unpaid by the owner 30 days after the disposition of the court case, shall be paid by the municipality.

5. **ANIMAL CONTROL AND TRANSPORTATION:** It is understood and agreed that the Municipality shall provide its own Animal Control personnel. The Ocean County Health Department is not responsible for the transportation of animals to the facility. Sick or injured animals must be taken directly to a veterinarian for veterinary care, not to the facility. The facility cannot accept sick or injured animals. Each party shall provide their own insurance for those liabilities incurred by this Agreement. After acceptance of the animal at the shelter, the County Board of Health shall be solely responsible and liable for the animal in its custody.
6. **METHOD OF PAYMENT BY MUNICIPALITY:** The Board or its agent shall submit periodically on written invoices, a billing for the charges as provided in Paragraph 4 and in accordance with the periodic reports to the Municipality. The Municipality shall then promptly cause their approval and payment within 45 days from date of submission.
7. **TERM OF AGREEMENT:** The contract shall be for a term of five (5) years, from January 1, 2025 through December 31, 2029. If either party desires to terminate this Agreement at least 90 days written notice must be provided. The fee schedule shall be set annually by the Board effective January 1 of each year and the municipality shall receive notice of changes by September 1 of the preceding year.
8. **EFFECTIVE DATE:** The effective date of the Agreement shall be immediately, upon the signing of said Agreement and after adoption by Resolution of the Ocean County Board of Health and the municipal governing body.

## FEE SCHEDULE


<u>SERVICE</u>	<u>PARTICIPATING MUNICIPALITIES</u>
STRAY	FREE first 50 animals \$55.00 Each after first fifty
DISPOSAL	\$32.00 Each
WILDLIFE DOA DISPOSAL <25LBS.	\$32.00 Each (up to 25 lbs.)
DOG/CAT DOA DISPOSAL	\$32.00 Each
10-DAY QUARANTINE	\$150.00 – for a ten (10) day quarantine of biting animals plus \$4.00 each additional day thereafter
<b>SURRENDER FEE – LESS THAN TWENTY ANIMALS</b>	
DOG	\$65.00 Each
CAT	\$45.00 Each
<b>SURRENDER FEE – MORE THAN TWENTY ANIMALS</b>	
DOG	\$75.00 Each
CAT	\$50.00 Each
<b>SEIZED ANIMALS – LESS THAN TWENTY ANIMALS</b>	
ADMINISTRATION FEE	\$25.00 Each
DAILY FEE	\$15.00 Each
<b>SEIZED ANIMALS – MORE THAN TWENTY ANIMALS</b>	
ADMINISTRATION FEE	\$25.00 Each
DOG DAILY FEE	\$37.50 Each
CAT DAILY FEE	\$22.50 Each
PREPARATION OF SPECIMEN FOR RABIES TESTING	\$50.00 Each

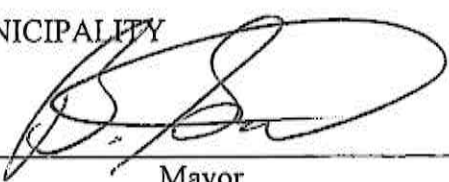
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their respective proper officials on the date above first written.

OCEAN COUNTY BOARD OF HEALTH

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

ATTEST:  \_\_\_\_\_

MUNICIPALITY  
By:  \_\_\_\_\_  
Mayor

# RESOLUTION

310(24)

November 13, 2024

WHEREAS, the Ocean County Board of Health and the various municipalities, public bodies politic having determined that it is mutually beneficial to the taxpayers of Ocean County and the municipalities to share some costs of animal facility services required by each of those governmental entities and to be provided for by the Ocean County Board of Health; and

WHEREAS, the various municipalities can meet their obligations for animal facility services in conjunction with a Shared Service Agreement with the Ocean County Board of Health pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, the participating municipalities have indicated their desire to enter into such a Shared Service Agreement with the Ocean County Board of Health for the purpose of receiving animal facility services.

NOW, THEREFORE, BE IT RESOLVED by the Ocean County Board of Health, County of Ocean, State of New Jersey, as follows:

1. The Chairman of the Ocean County Board of Health is hereby authorized and directed to enter into and execute a five (5) year Shared Service Agreement with the various municipalities listed for the provision of animal facility services as more specifically set forth in an Agreement which is incorporated herein by reference and in accordance with the fee schedule set forth below.

Borough of Bayhead  
Borough of Beachwood  
Township of Berkeley  
Township of Brick  
Borough of Island Heights  
Township of Jackson  
Township of Lacey  
Borough of Lakehurst  
Township of Lakewood  
Borough of Lavallette  
Township of Little Egg Harbor  
Township of Manchester  
Borough of Ocean Gate  
Borough of Pine Beach  
Township of Plumsted  
Borough of Point Pleasant  
Borough of Point Pleasant Beach

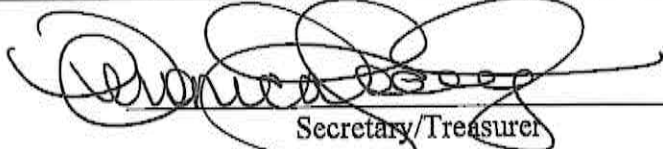


Borough of Seaside Heights  
Borough of Seaside Park  
Borough of South Toms River  
Township of Stafford  
Township of Toms River  
Borough of Tuckerton

<u>SERVICE</u>	<u>FEE</u>
STRAY	FREE first 50 animals \$55.00 Each after first fifty
DISPOSAL	\$32.00 Each
WILDLIFE DOA DISPOSAL <25LBS.	\$32.00 Each (up to 25 lbs.)
DOG/CAT DOA DISPOSAL	\$32.00 Each
10-DAY QUARANTINE	\$150.00 – for a ten (10) day quarantine of biting animals plus \$4.00 each additional day thereafter
<b>SURRENDER FEE - TWENTY OR FEWER ANIMALS</b>	
DOG	\$65.00 Each
CAT	\$45.00 Each
<b>SURRENDER FEE – MORE THAN TWENTY ANIMALS</b>	
DOG	\$75.00 Each
CAT	\$50.00 Each
<b>SEIZED ANIMALS - TWENTY OR FEWER ANIMALS</b>	
ADMIN FEE	\$25.00 Each
DAILY FEE	\$15.00 Each
<b>SEIZED ANIMALS – MORE THAN TWENTY ANIMALS</b>	
ADMIN FEE	\$25.00 Each
DOG DAILY FEE	\$37.50 Each
CAT DAILY FEE	\$22.50 Each
PREPARATION OF SPECIMEN FOR RABIES TESTING	\$75.00 Each

2. A copy of said Agreement shall be kept on file and be available for public inspection at the office of the Ocean County Board of Health at Sunset Avenue, Toms River, New Jersey.
3. This Agreement shall remain in full force and effect for a period of five (5) years, January 1, 2025, through December 31, 2029, as permitted by N.J.S.A. 40A:65-1 et seq.;
4. That a certified copy of this Resolution shall be forwarded to each listed municipality, and Holman Frenia Allison, P.C., auditor for the Ocean County Board of Health.

Name	Bacchione	Gupta	Hill	Kubiel	Laureigh	Mancini	Scaturro	Singer	Mallon
Ayes		✓	✓	✓					✓
Abstain	Berkeley				Lacey	Berkeley Brick Jackson Lacey Little Egg Harbor Pine Beach Seaside Heights Seaside Park Stafford Toms River Township Tuckerton			
Nays									
Absent							✓	✓	

  
 Secretary/Treasurer