

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #24-211

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND
BETWEEN THE TOWNSHIP OF HOPEWELL AND THE COUNTY OF MERCER
FOR A PUBLIC HEALTH OFFICER**

BE IT RESOLVED, on this 10th day of June, 2024, by the Township Committee of the Township of Hopewell that the Mayor and Clerk of the Township and/or their designees are hereby authorized to execute the attached agreement between the County of Mercer and the Township of Hopewell for the services of a Public Health Officer.

Date Adopted: June 10, 2024

CERTIFICATION

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 10th day of June 2024, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman, CMR, RMC

Municipal Clerk

**SHARED SERVICE AGREEMENT
BETWEEN
TOWNSHIP OF HOPEWELL
AND COUNTY OF MERCER**

THIS AGREEMENT, is made this _____ day of _____, 2024 between the TOWNSHIP OF HOPEWELL, a municipal corporation of the State of New Jersey, with principal offices located at 201 Washington Crossing – Pennington Road, Titusville, NJ 08650 (hereinafter “Township”) and the COUNTY OF MERCER, a body politic of the State of New Jersey, with principal offices located at 640 SOUTH BROAD STREET, TRENTON, NJ 08650 (hereinafter “County”).

THIS AGREEMENT, pursuant to the provisions of the Local Health Services Act, N.J.S.A. 36:3A2-1 et seq., shall be for the purpose of ensuring a public health program in accordance with N.J.A.C. 8:52 and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

WHEREAS, New Jersey State law authorizes local governmental units to enter shared services agreements with other local governmental units to provide services which each local government is permitted to provide on its own (N.J.S.A. 40:65-4); and

WHEREAS, on or about June 15, 2024, the County and the Township entered into a Shared Services Agreement for a public health officer pursuant to the authority of N.J.S.A. 40A:65-1 et seq., for three (3) months; and

WHEREAS, either party may terminate this Agreement due to Hopewell Township filling of their vacant positions, by providing fifteen (15) days advance written notice to the other party; and

WHEREAS, the Township and the County are responsible by law for the protection of public health and wish to provide such services for their residents; and

WHEREAS, the Township desires to contract with the County and designate the Public Health Officer of the County as the corresponding positions of and for the Township for the purposes of overseeing the functions of the Township’s Public Health Office;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

A) Services

- (i) Public Health Officer Designation:** The Mercer County Health Officer shall be designated as the full – time Health Officer of Hopewell Township to carry out a program of public health services and conformation with the Local Health Services Act, N.J.S.A. 26:3a2 – 21, et seq. The County shall provide to the Township a program to meet the activities listed below and described in the “Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8: 52”, and shall assist the Township in accomplishing the requirements set forth in these “Practice Standards”, subject to the provisions of Paragraph 5 of this Agreement.

B) Scope of Services

MERCER COUNTY shall directly provide the following services:

(i) Health Officer Administration

1. The Mercer County's Health Officer is designated as the full-time Health Officer and Chief Executive Officer of the Hopewell Township's Health Department for all public health services and activities.
2. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
3. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Township's authority.
4. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, within the Township's authority.
5. The Health Officer shall lead the investigation of public health response to emergencies, disasters and/or hazardous situations within the Township's authority.
6. The County and its Health Officer shall respond 24/7/365 with a backup for public health emergencies, disasters and/or hazardous situations.
7. To fulfill the requirements of core public health activities, along with elected activities, the County, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
8. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others, as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth at Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, and Licensure of Persons for Public Health Positions, N.J.A.C. 8:7.
9. The Health Officer shall direct all public health personnel and all public health service contracts of both the Township and the County. All present

and future employees of the Township shall be under the administrative direction of the Health Officer.

10. The County Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
11. The Health Officer shall be accountable to the Township's Board of Health with respect to all public health activities pertaining to the Township's community.
12. The Health Officer shall advise and assist the Township's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
13. The Health Officer shall attend regular and special meetings of the Township's Board of Health and shall be involved with the development, and implementation of all ordinances that impact local public health services and activities.
14. The Health officer shall provide the Township and its Board of Health with monthly/quarterly performance and activity reports as agreed upon.
15. The Health Officer shall provide the Township and its Board of Health with an annual report at the close of the calendar year.

C) Payment

In consideration for the services performed by the Mercer County employees and/or staff, the Township agrees to pay the following compensation to the County:

(i) Health Officer

* \$ 4,480 for an estimation of fourteen (14.0) hours per week for each month (\$1,120 per week) for a total of \$13,440 for the three month contracted period

* any additional hours in excess of fourteen (14.0) hours per week, the Township agrees to pay the County Eighty (\$80.00) Dollars per hour

*see **Schedule A**, attached hereto and made a part hereof

D) Files: All existing and new files of the Township are and will remain the sole property of the Township. Copies of files during the term of this Agreement may be in the possession of the Mercer County employees, in coordination with the Health Officer, for work purposes and will be returned to the Township upon termination of this Agreement.

E) Insurance/indemnification:

- a. **Workers Compensation Insurance:** County employees will be covered by the County's worker compensation insurance policy paid for by the County, even when performing services in the Township pursuant to the terms of the within Agreement.

- b. **Automobile Insurance:** The County shall be responsible for the provision of automobile insurance for its Public Health Educator and the Public Health Nursing Supervisor and/or delegated staff, which insurance shall provide coverage whenever the Public Health Educator and the Public Health Nursing Supervisor and/or delegated staff are providing services to the Township pursuant to the provisions of the within Agreement.
 - c. **Indemnification:** The Township and the County shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1et seq, arising out of or related to performance of any activity under the terms of this agreement. The Township agrees to indemnify, defend and hold harmless the County, their respect agency, employees, directors, and officers, against any and claims arising out of the Mercer County employees and/or delegated staff (pursuant to N.J.A.C. 8:52-4.2(d)) performing any activity on behalf of the Township under the terms of this Agreement, other than claims arising solely from the negligence of the County's employees. The County shall not be responsible for any claims arising out of the willful, wanton, negligent, malicious or criminal conduct of any agent or employee of the Township.
- F) **Public Health Priority Funds:** It is understood that, the Township by virtue of the Agreement, or otherwise, may, in the future, be eligible for New Jersey Public Health Priority Fund reimbursements. It is understood that the Township shall retain all such funding received from the State of New Jersey.
- G) **Effective Date/Termination:** This Agreement shall be effective June 15, 2024 through September 14, 2024. Either party may terminate this Agreement by providing fifteen (15) days advance written notice to the other party.
- H) **EXTENSION OF TIME:** The terms of this Agreement may be extended for successive 30 day periods by mutual written agreements of both parties for no more than 6 months (from date of signature) up to 6 months with a fifteen (15) day advance written notice.
- I) **Copy:**
 - 1. A copy of this Agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, N.J. 08625-0360.
 - 2. A copy of this Agreement shall be filed with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, NJ 08625-0803.
- J) **Amendment:** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

- K) Severability:** In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
- L) Counterparts:** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument.
- M) Entire Agreement:** This Agreement sets forth all the promises, covenants, agreement, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
- N) Further Assurances and Corrective Instruments:** The authorized representatives of the County and the Township execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such other instruments as may reasonably be required for correcting any inadequate or incorrect description of the services to be provided or to correct any inconsistent or ambiguous term hereof.
- O) Headings:** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.
- P) Non Waiver:** It is understood and agreed that nothing which is contained in the Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.
- Q) Governing Law:** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- Q) Contacts:** For all issues related to this Agreement, notice shall be given to:
1. As to the County:
Deputy Administrator / Director of Public Health and Safety
640 South Broad Street
Trenton, NJ 08650
- With a copy to:
Office of the Mercer County Counsel
640 South Broad Street
Trenton, NJ 08650
2. As to the Township:

- R) Effective Date:** This Agreement shall be effective upon the signature on this document by all parties, as authorized by the applicable Resolutions passed by the governing bodies of both the County and the Township.

Public Health Officer: \$80.00 per hour