

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

R E S O L U T I O N #25-383

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

BE IT RESOLVED, on this 20th day of October 2025, 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 Township of East Windsor and the Township of Hopewell for the services of a Public Health Officer.

Date Adopted: October 20, 2025

CERTIFICATION

I, Jessalyn Walters, Deputy 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 20th day of October 2025, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Jessalyn Walters, RMC
Deputy Municipal Clerk

SHARED SERVICES AGREEMENT FOR HEALTH OFFICER SERVICES

TOWNSHIP OF EAST WINDSOR AND TOWNSHIP OF HOPEWELL

November 1, 2025 to October 31, 2026

Witnesseth that:

This Agreement made on this _____ day of October 2025, by and between the TOWNSHIP OF EAST WINDSOR, County of Mercer, a municipal corporation of the State of New Jersey, with principal officers located at 16 Lanning Boulevard, New Jersey 08520 ("East Windsor"), and the TOWNSHIP OF HOPEWELL, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 201 Washington Crossing Pennington Road, Titusville, New Jersey 08560 ("Hopewell"), hereafter "Hopewell" and collectively with "East Windsor" referred to as the "Parties".

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, East Windsor is responsible by law for the protection of the public health of its residents and wishes to provide such services for its residents; and

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, in accordance with N.J.S.A. 26:3A2-14, East Windsor is required to have a full-time health officer oversee the Health Department and Hopewell is able and willing to provide Health Officer services to East Windsor via Shared Services Agreement; and

Whereas, the Parties desire to enter into this short-term Agreement for interim Health Officer services to allow East Windsor time to seek a qualified candidate to fill East Windsor's full-time Health Officer position; and

Whereas, East Windsor desires to enter into a Shared Services Agreement with Hopewell and designate the Public Health Officer of Hopewell as the full-time Health Officer of and for East Windsor for the purposes of overseeing the functions of East Windsor's Health Department

Now, therefore be it resolved, in consideration of the mutual agreements and covenants herein contained, the Parties agree as follows:

A. Services

- i. Public Health Officer Designation: The Hopewell Township Health Officer shall be designated as the full-time Health Officer of East Windsor 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. Hopewell shall provide to East Windsor 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 East Windsor in accomplishing the requirements set forth in these "Practice Standards", subject to the provisions of Paragraph 5 of this Agreement.

B. Scope of Services

Hopewell shall directly provide the following services, on an as needed basis:

- i. Health Officer Administration:
 1. Hopewell's Health Officer is designated as the full-time Health Officer and Chief Executive Officer of the East Windsor Township 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 meets 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, or its successor regulatory standards.
 3. The Health Officer shall assess public health needs, plan, and organize and implement public health activities within East Windsor's municipality.
 4. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting standards set forth at Public Health Practice Standards for Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, within East Windsor's municipality.
 5. To fulfill the requirements of core public health activities, along with elected activities, Hopewell, 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 of public health duties.

6. The Health Officer shall lead the investigation of public health response to emergencies, disasters and/or hazardous situations within East Windsor's municipality.
7. Hopewell and its Health Officer shall respond 24/7/365 with a backup for all emergencies, disasters, and/or hazardous situations.
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 East Windsor and Hopewell. All present and future employees of East Windsor shall be under the administrative direction of the Health Officer but may report to the Health Officer's designee.
10. Hopewell 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 East Windsor's Health Advisory Board with respect to all public health activities pertaining to East Windsor's community.
12. The Health Officer or his/her/their designee shall advise and assist East Windsor's Health Advisory Board with respect to violations of public health statutes and ordinances and the compliance thereof.
13. The Health Officer or his/her/their designee shall attend regular and special meetings of East Windsor's Health Advisory Board and shall be involved with the development, and implementation of all ordinances that impact local public health services and activities.
14. The Health Officer or his/her/their designee shall provide East Windsor and its Health Advisory Board with monthly/quarterly performance and activity reports as agreed upon.
15. The Health Officer or his/her/their designee shall provide East Windsor and its Health Advisory Board with an annual report at the close of the calendar year.

16. East Windsor Health Department staff shall report to the Hopewell Health Officer or his/her/their designee. Statutory control to recruit, retain, and/or terminate staff employed by East Windsor shall remain in the discretion and control of East Windsor.

C. Payment

In consideration for the services performed by the Hopewell Health Officer, East Windsor agrees to pay the following compensation to Hopewell:

- i. \$2,560 per month. East Windsor shall remit payment to Hopewell within thirty (30) days of receiving an invoice for Health Officer services from Hopewell.
- ii. In the absence of any other East Windsor Health Department staff and the need for significant additional hours over what is herein required to perform under this Agreement, the Parties will agree to additional compensation consistent with this Agreement.

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

E. Insurance and Indemnification:

- i. Works Compensation insurance: Hopewell employees will be covered by Hopewell's worker compensation insurance policy paid by Hopewell, even when performing services in East Windsor pursuant to the terms of the within Agreement.
- ii. Indemnification: East Windsor agrees to indemnify, defend, and hold harmless Hopewell, their respective agents, employees, directors, and officers, arising out of the Hopewell employees and/or delegated staff (pursuant to N.J.A.C. 8:52-4.2(d)) performing any activity on behalf of East Windsor under the terms of this Agreement. Hopewell shall not be responsible for any claims arising out of the willful, wanton, negligent, malicious, or criminal conduct of any agent or employee of East Windsor.

F. Public Health Priority Funds: It is understood that East Windsor by virtue of this Agreement, or otherwise, may, in the future, be eligible for New Jersey Public Health Priority Fund reimbursements. It is understood that East Windsor shall retain all such funding received from the State of New Jersey.

G. Effective Date/Termination: This Agreement shall be effective November 1, 2025 through October 31, 2026 and operate on a month-to-month basis. Either party may terminate this Agreement for any reason or no reason by providing thirty (30) days advance written notice to the other party. East Windsor will remain responsible for paying the compensation set forth in Section C Payment, above, to the date termination is effective.

H. Extension of Time: The terms of this Agreement may be extended for successive 30-day periods by mutual written agreement of both Parties.

I. Copy:

- i. 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, NJ 08625-0360.
- ii. 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 Hopewell and East Windsor execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such other instruments as may be 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.

R. Contacts: For all issues related to this Agreement, notice shall be given to:

- i. As to Hopewell: Township Administrator
- ii. As to East Windsor: Township Manager

S. 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 Hopewell and East Windsor.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the respective dates indicated below:

TOWNSHIP OF HOPEWELL

Courtney Peters-Manning, Mayor

ATTEST:

Katherine Fenton-Newman, RMC
Municipal Clerk

Date: October _____, 2025

TOWNSHIP OF EAST WINDSOR

Janice S. Mironov, Mayor

ATTEST:

Allison Quigley, RMC
Municipal Clerk

Date: October _____, 2025