

SHARED SERVICES AGREEMENT FOR HEALTH OFFICER SERVICES

TOWNSHIP OF EAST WINDSOR AND MUNICIPALITY OF PRINCETON

**March 17, 2025 to June 30, 2025
EXTENDED July 1, 2025 to October 31, 2025**

This agreement made on this _____ day of July 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 MUNICIPALITY OF PRINCETON, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 ("Princeton");

Witnesseth that:

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

Whereas, administration of essential health services is statutorily required to be managed by a health officer as licensed in the State of New Jersey; and

Whereas, East Windsor is temporarily without a licensed health officer, and Princeton is willing to provide East Windsor with the interim support of Princeton's licensed health officer; and

Whereas, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. authorizes any municipality to enter into a contract with any other municipality for the joint provision of any service which either party is empowered to render within its own jurisdiction; and

Whereas, the Office of Local Public Health within the State of New Jersey Department of Health issued official guidance regarding Uniform Shared Public Health Services Agreement Guidelines pursuant to N.J.S.A. 26:3A2-10 and N.J.A.C. 8:52, which directs municipalities on how to provide for health officer services when said services are not available to a municipality; and

Whereas, the Office of Local Public Health sets forth the basic items to be addressed in a shared services agreement; and

Whereas, East Windsor may terminate this shared services agreement upon identifying alternative means of designating a health officer, at which time East Windsor will pay Princeton a pro-rated portion of the monthly fee to be determined upon the date of the termination;

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

1. **Scope of Services:** The Municipality of Princeton agrees to provide the Township of East Windsor with its licensed municipal health officer for the benefit of the residents of East Windsor Township. Pursuant to this agreement:
 - a. The Township of East Windsor names the Municipality of Princeton's Deputy Administrator and Health Officer, Jeffery C. Grosser, as the East Windsor Township Interim Health Officer and Health Department Director.
 - b. The Municipality of Princeton will provide the Township of East Windsor with a public health program that meets the standards as set forth in N.J.A.C. 8:52 and its successor regulatory standards.
 - c. The Municipality of Princeton will provide the Township of East Windsor with a licensed health officer for the purpose of managing and overseeing the East Windsor Health Department. The Township of East Windsor will continue to provide public health services with Township staff. East Windsor staff will report to the Princeton Health Officer for all public health and statutory related matters.
 - d. The Municipality of Princeton's Health Officer will meet with the Township of East Windsor's public health staff, governing body, and other representatives to assure open communications and the planning/implementation of health services to meet the Township of East Windsor's health needs.
2. **Fees:** The fees payable by the Township of East Windsor to the Municipality of Princeton for the provision of the health officer shall be for \$1,000 per month for an amount not to exceed \$4,000.
3. **Billing and Payment:** The Municipality of Princeton will issue monthly bills for services rendered to the Township of East Windsor. The bills will be issued on the fifteenth (15th) day of the succeeding month and will be payable within thirty (30) days of issuance.
4. **Liability:** The Municipality of Princeton and the Township of East Windsor shall be responsible for acts of their own negligence consistent with the provisions of the *New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.*, arising out of or related to performance of any activity under the terms of this Agreement.

5. **Effective Date/Termination:** This agreement shall be for the term effective retroactively to July 1, 2025 and ending October 31, 2025. The Township of East Windsor may terminate this agreement immediately upon arranging for another designated health officer. In that instance, the Township of East Windsor shall pay the Municipality of Princeton a pro-rated amount based on the actual service and time that the Municipality of Princeton's Health Officer provided services to the Township of East Windsor.
6. Each party shall notify the other in writing fourteen (14) days before expiration of this Agreement if it desires to continue services and extend a new contract.

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

MUNICIPALITY OF PRINCETON

TOWNSHIP OF EAST WINDSOR

Mark Freda, Mayor

Janice S. Mironov, Mayor

ATTEST:

ATTEST:

Dawn Mount, RMC
Municipal Clerk

Allison Quigley, RMC
Municipal Clerk