

INTERLOCAL SERVICES AGREEMENT FOR HEALTH SERVICES

TOWNSHIP OF LAWRENCE & TOWNSHIP OF HOPEWELL

January 1, 2013 to December 31, 2013

This Agreement made this 8th day of January, 2013, by and between the **Township of Lawrence**, County of Mercer, a municipal corporation of the State of New Jersey, with principal offices located at 2207 Lawrenceville Road, Lawrenceville, New Jersey 08648, 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 08560-1410;

Witnesseth that:

Whereas, the Township of Hopewell is responsible by law for the protection of public health and wishes to provide certain child health services for its residents; and

Whereas, the Township of Hopewell desires to contract with the Township of Lawrence for provision of those child health clinic services and lead paint investigations; and

Whereas, the Township of Lawrence is agreeable to providing health services to the Township of Hopewell for a fee and upon certain specified conditions; and

Whereas, the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

Whereas, the Township of Lawrence and the Township of Hopewell authorized and approved this Agreement by Ordinance dully adopted pursuant to N.J.S.A. 40:8A-4 of the Interlocal Services Act;

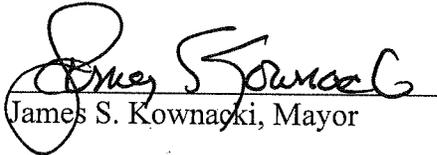
Now, Therefore, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services:** The Township of Lawrence agrees to provide to the Township of Hopewell, for the benefit of the residents of the Township of Hopewell, those certain health services appurtenant to the provision of a child health clinic and lead paint investigations.
2. **Fees:** The fees payable by the Township of Hopewell to the Township of Lawrence for the performance of the services described in Paragraph One shall be as set forth in Schedule A annexed hereto.

3. **Billing and Payment:** The Township of Lawrence will issue monthly bills for services rendered to the Township of Hopewell. The bills will be issued by the fifteenth (15th) day of the succeeding month and will be payable within thirty (30) days of issuance.
4. **Liability:** The Township of Lawrence and the Township of Hopewell 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 twelve (12) months effective January 1, 2013, and ending December 31, 2013.
6. Each party shall notify the other in writing sixty (60) days before expiration of this agreement if it desires to continue services and negotiate a new contract for 2014.

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

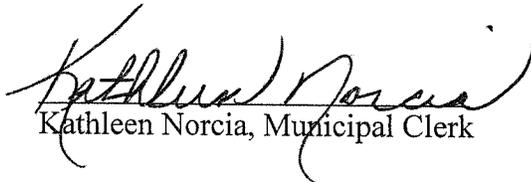
Township of Lawrence

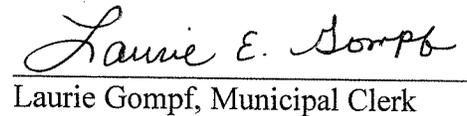

James S. Kownacki, Mayor

Township of Hopewell


Mayor

ATTEST:


Kathleen Norcia, Municipal Clerk


Laurie Gompf, Municipal Clerk

Dated:

Dated: 1/28/13

LAWRENCE TOWNSHIP HEALTH SERVICES

FEE SCHEDULE – 2013

Child Health Conferences:

Assessment, Counseling, Examination and Immunizations \$55.00/patient

Lead Paint Risk Assessments and Investigations \$55.00/hour

SCHEDULE A

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

RESOLUTION #13-46

**A RESOLUTION AUTHORIZING
THE TOWNSHIP OF HOPEWELL TO
CONTRACT WITH THE TOWNSHIP OF LAWRENCE
FOR CHILD HEALTH CARE SERVICES FOR 2013**

WHEREAS, it is the desire of the Governing Body of the Township of Hopewell to contract with the Township of Lawrence for provision of Child Health Care Services for the term January 1, 2013 through December 31, 2013; and

WHEREAS, N.J.S.A. 40:8A-1 et seq. permits local units of the State to enter into a contract with any other local unit for the provision of any service which any party to the agreement is empowered to render within its own jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, on this 28th day of January 2013, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the Mayor and Clerk be and hereby are authorized to enter into an Interlocal Services Agreement with the Township of Lawrence for Child Health Care Services for 2013. Said services shall be furnished and rendered by the Township of Lawrence pursuant to a contract, a copy of which is annexed hereto.

Date Adopted: January 28, 2013

Resolution No. 26-13

RESOLUTION AUTHORIZING AND APPROVING 2013
INTERLOCAL SERVICES CONTRACTS FOR
HEALTH SERVICES BETWEEN THE TOWNSHIP OF LAWRENCE
AND THE TOWNSHIP OF HOPEWELL

WHEREAS, the Township of Lawrence desires to contract with the Township of Hopewell for provision of certain professional health clinic services for child health clinics and lead paint risk assessments and investigations for the period of January 1, 2013, through December 31, 2013; and

WHEREAS, the Township of Lawrence has agreed to provide certain health services to the Township of Hopewell for a fee; and

WHEREAS, such agreements are authorized pursuant to NJSA 40:8A-1 et seq.; and

WHEREAS, this contract is in the best interest of the Township of Lawrence;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lawrence, County of Mercer, State of New Jersey, that the Interlocal Services Contract between the Township of Hopewell and the Township of Lawrence for the provision of professional health services is authorized and accepted and the proper officials of the Township of Lawrence are authorized to execute said contract; and

BE IT FURTHER RESOLVED that the contract shall take effect upon the adoption of an appropriate ordinance/resolution by the Township of Hopewell and the execution of the contract by the parties in accordance with NJSA 40:8A-1 et seq.

Adopted: January 8, 2013

RECORD OF VOTE

COUNCIL	AYE	NAY	PRESENT	ABSENT	ABSTAIN	MOVE	SECOND
Ms. Lewis	✓					✓	
Dr. Maffel	✓						
Mr. Powers	✓						✓
Mayor Kownackl	✓						