

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Woolwich COUNTY: Gloucester

RECIPIENT: Township of East Greenwich COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

Electrical Subcode Official Services

EFFECTIVE DATE: 08-01-2015

EXPIRATION DATE: 07-20-2019

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**INTERLOCAL SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF WOOLWICH
AND
THE TOWNSHIP OF EAST GREENWICH
FOR THE PROVISION OF ELECTRICAL SUBCODE OFFICIAL SERVICES**

WHEREAS, the Township of Woolwich, a municipal corporation of the State of New Jersey, hereinafter referred to as "Provider"; and the Township of East Greenwich, a municipal corporation of the State of New Jersey, hereinafter referred to as "Recipient", have agreed to enter into an Interlocal Services Agreement to provide for the provision of Electrical Subcode Official Services to the Recipient; and

WHEREAS, pursuant to N.J.A.C. 5:23-4.6, municipalities may enter into Interlocal Agreements to administer and enforce the New Jersey Uniform Construction Code (NJUCC); and

WHEREAS, both the Provider and the Recipient wish to memorialize said understanding within this Interlocal Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.*

NOW, THEREFORE, BE IT RESOLVED, that the Provider and the Recipient agree to the following terms and conditions of the Interlocal Services Agreement as follows:

ARTICLE I: SCOPE OF SERVICES:

A. DESIGNATION AS GENERAL AGENT

1. The Provider is hereby designated as the Agent of the Recipient to furnish them with Electrical Subcode inspections pursuant to the Uniform Construction Code on behalf of the Township of East Greenwich.

B. PERSONNEL

1. Provider shall utilize its existing Code Official and Inspector to complete the inspections to be provided in Article I (A) (1).

C. RESPONSIBILITY

1. At all times, the Provider shall maintain responsibility for the processing of all paperwork, conducting all appropriate inspections, collection of all appropriate fees and issuance of all appropriate permits for those services related to this Interlocal Services Agreement.

ARTICLE II: ACTIVITIES:

A. SERVICES TO BE PERFORMED

1. The following Uniform Construction Code services will be performed by the Provider:
 - A. Electrical Sub-Code Official Inspections.
 - B. Issuance of any and all permits for applicants of the Township of East Greenwich related to those inspections shall be based upon the established inspection fees utilized by the Township of East Greenwich, as may be amended from time to time in the sole discretion of Recipient. Any change in the fee structure shall not change the consideration due to Provider.
 - C. Complete and process any and all State forms required to be submitted on behalf of the Township of East Greenwich for said inspections.
 - D. Complete and process all no fee permits as per NJUCC at no fee to the Township of East Greenwich.
 - E. Provide all Electrical Sub-Code services called for in a separate Shared Services Agreement with the Borough of Paulsboro.

B. MAINTENANCE OF RECORDS

1. All files, records and supporting documentation shall be kept by the Recipient.
2. When files, records and supporting documentation are closed from active status, said materials shall be stored in the office of the Recipient.

C. HOURS OF OPERATION

1. Provider shall maintain the same hours of operation as presently provided for the Township of Woolwich and will incorporate its inspections for the Township of East Greenwich within those same time frames.

D. PLACE OF OPERATION

1. The services to be provided pursuant to this Interlocal Services Agreement will be provided at the Recipients existing Construction Code Office located in East Greenwich Township.

ARTICLE III: FUNDING:

A. COSTS

1. During the life of this Interlocal Services Agreement, the costs associated with the services to be provided by the inspectors shall be borne by the Provider and all permit fees shall be based upon those fees charged by the Township of East Greenwich.
2. Recipient will process all electrical Subcode permit applications in its Construction Office and shall collect all fees.

B. REVENUE

1. Recipient shall be entitled to all fees remitted for permits and inspections.
2. All payments for permits will be payable to "EAST GREENWICH TOWNSHIP".

C. PAYMENT

1. Recipient shall pay to Provider the sum of \$30,000.00 per year for services rendered each year. Payments shall be made on a quarterly basis beginning on the effective date of this Agreement. Payments shall be due and payable on the first date of each quarter.
2. Years 2, 3 and 4 of this Agreement shall be subject to an escalator in the amount of any annual raise given to Provider's current electrical Sub-Code official, not to exceed 2% in any given year. Accordingly, the *maximum* annual payments shall be as follows:

- Year 1: \$30,000.00
- Year 2: \$30,600.00
- Year 3: \$31,212.00
- Year 4: \$31,836.00

ARTICLE IV: DURATION OF CONTRACT:

A. DURATION

This Agreement shall commence immediately upon execution by both Provider and Recipient and will terminate four (4) years from the date of commencement unless otherwise terminated pursuant to this Agreement.

B. TERMINATION

The Provider or Recipient may terminate this Interlocal Services Agreement by providing either party with sixty (60) days' notice of its decision to terminate the Interlocal Services Agreement.

C. AMENDMENT

The Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Mayor of each entity or his/her designated Representative, and specifies the date such amendment shall be effective.

D. INTERPRETATION

Any questions regarding proper interpretation of the terms of this Agreement shall be submitted by the Administrator to the Solicitor of the Provider and Recipients respectively, for interpretation. Absent an agreement, the matter shall be referred to a single arbitrator for binding arbitration. The cost of the arbitration shall be borne equally between the Provider and Recipient.

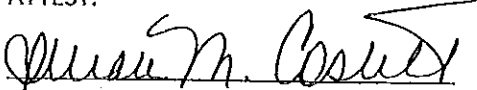
E. SEVERABILITY

In the event any section of this Agreement is deemed invalidated by a Court of competent jurisdiction or proven otherwise unenforceable, the other parts or sections shall be separable and remain in full force and effect.

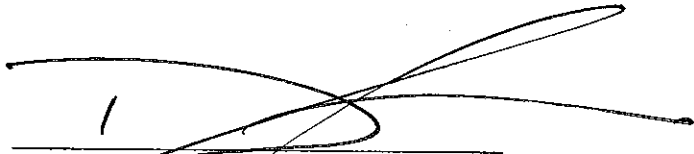
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the date and year first written above.

THE TOWNSHIP OF EAST GREENWICH

ATTEST:



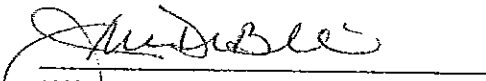
SUSAN M. COSTILL, CLERK



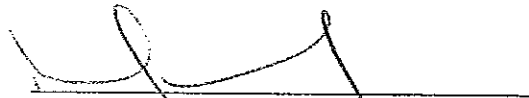
DALE L. ARCHER, MAYOR

THE TOWNSHIP OF WOOLWICH

ATTEST:



JANE DIBELLA, CLERK



SAM MACCARONE, JR., MAYOR