

INTER-LOCAL SERVICE AGREEMENT

THIS AGREEMENT made the 24<sup>th</sup> day of January, 1996, by and between the Borough of Berlin, (hereinafter referred to as "Berlin",) a Municipal Corporation of the State of New Jersey with its office at 59 S. White Horse Pike, Berlin, NJ 08009, and the Township of Waterford, (hereinafter referred to as "Waterford"), a Municipal Corporation of the State of New Jersey, with its principal office at 125 Auburn Avenue, Atco, New Jersey 08004.

WITNESSETH:

WHEREAS, the Uniform Fire Safety Act was enacted for the purpose of establishing a system for the enforcement of minimum fire safety standards throughout the State of New Jersey; and

WHEREAS, the Uniform Fire Safety Act authorizes municipalities to provide for local enforcement and to establish local enforcement agencies for that purpose; and

WHEREAS, it has been determined to be in the best interest of Township of Waterford to have the life hazard and non-life hazard inspections required pursuant to the Uniform Fire Safety Act to be enforced and performed by the Borough of Berlin as the local enforcing agency; and

WHEREAS, Berlin and Waterford have negotiated an Agreement and set forth the terms and conditions for providing these services as set forth hereinbelow.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Waterford hereby appoints Berlin as the local enforcing agency as defined in N.J.A.C. 5:18A-1.4 for the performance of all life hazard inspections and non-life hazard inspections within the municipality of Waterford. Waterford acknowledges and represents that it has adopted an Ordinance providing for Berlin to undertake the local enforcement of the Uniform Fire Safety Act (N.J.S.A.52:27D-192 et seq.) and the Uniform Fire Code (N.J.A.C.5:18).

2. By virtue of this appointment, Berlin hereby agrees to undertake the position as the local enforcing agency for Waterford and agrees to perform all duties and comply with all requirements in the performance of said duties in accordance with the Uniform Fire Safety Act and the Uniform Fire Code.

3. All fees assessed by Waterford for these services shall be paid directly to Berlin. Berlin acknowledges and agrees that all fees presently assessed by Waterford are satisfactory for the performance of these services and shall be applied to all services performed by Berlin as the local enforcing agency on behalf of Waterford.

4. Berlin hereby acknowledges and represents that as the local enforcing agency for Waterford that it will utilize its duly appointed fire official for the performance of these services, and that such fire official is duly certified by the State of New Jersey to undertake and perform said services.

5. In the event of a dispute relating to the performance of this Inter-Municipal Service Agreement, both Berlin and Waterford agree that representatives of each respective Governing Body shall meet in an effort to resolve said dispute. In the event said dispute cannot be resolved in such a manner, either party is left to seek a remedy at law.

6. This Agreement shall be in effect for a one year duration unless revoked by either party through giving the other party at least 60 days written notice in advance of its intention to terminate said Agreement. In the event the Agreement is not terminated by either party, it shall renew for additional one year time periods subject to the adoption of an appropriate Resolution by the respective Governing Bodies of the parties to this Agreement.

7. Berlin hereby agrees to indemnify and hold harmless Waterford, its officials, officers, agents and employees from any claim or claims by either itself or any other party arising out of the performance of the duties required by this Agreement, including any claim or claims for property damage, personal injury (including death), legal expenses and/or penalties/fines. Berlin also hereby agrees to name Waterford as an additional insured on its comprehensive liability policy relating to the services to be performed as the local enforcing agency for Waterford.

6. This Agreement constitutes and expresses the whole agreement of the parties hereto with reference to the subject

matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto being herein merged.

7. This Agreement may not be modified, altered, amended or changed except by an instrument in writing duly and validly executed by the parties hereto.

8. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforcement of any other provision.

9. This Agreement was made and executed in the State of New Jersey and shall be governed by, enforced in, and construed in accordance to the laws of the State of New Jersey.

10. Failure to insist upon strict compliance with any terms, covenant or conditions hereof shall not be deemed a waiver of such term, covenant or condition.

11. This Agreement shall be binding upon and enure to the benefit of the parties and their respective legal or personal representatives, heirs, executors, administrators, successors and assigns. This Agreement may not be assigned without the express written consent of the other party.

12. All notice, requests and other communications hereunder shall be in writing, and shall be sent by registered or certified

United States Mail, return receipt requested, postage pre-paid,  
addressed as follows:

If intended for  
Borough of Berlin:

Borough Administrator  
59 S. White Horse Pike  
Berlin, NJ 08009

If intended for  
Township of Waterford:

Township Administrator  
Municipal Building  
125 Auburn Avenue  
Atco, NJ 08004

Any party may designate a different party or entity or place to or at which notices shall be given by delivering a written notice to that effect to the other party, which notice shall be effective after the same is actually received by the other party. In lieu of mailing, the parties may deliver any such notice, document or papers to the aforesaid addresses by personal delivery.

13. Waterford hereby designates the Waterford Construction Official as the contact person for Berlin in regard to the performance of its duties as the local enforcing agency.

15. Each party signing this Agreement represents that it has received formal authorization from its Governing Body permitting it to execute the Agreement on its behalf. A copy of said Ordinance or Resolution authorizing the signature of this Agreement is attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused the due execution and attestation hereof by its duly authorized officers as of the date and year aforesaid.

BOROUGH OF BERLIN

BY: *Millard Wilkinson*  
MILLARD WILKINSON Mayor

ATTEST:

*Sabina Siebel*  
BOROUGH CLERK

TOWNSHIP OF WATERFORD

BY: *Joseph Kovacs*  
JOSEPH KOVACS, Mayor

ATTEST:

*Virginia L. Chandler*  
VIRGINIA CHANDLER, Township Clerk