

**INTERLOCAL SERVICE AGREEMENT BETWEEN CITY OF RAHWAY  
AND TOWNSHIP OF WOODBRIDGE FOR INSPECTION, ENFORCEMENT  
AND PLAN REVIEW SERVICES WHERE A CONFLICT OF INTEREST EXISTS  
UNDER NJAC 5:23-4.5(j)**

**WHEREAS**, the Township of Woodbridge (the "Township"), a municipal corporation of the State of New Jersey, and the City of Rahway ("City"), a municipal corporation of the State of New Jersey, are desirous of entering into an Interlocal Services Agreement pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq. for reciprocal inspection, enforcement, and plan review services with respect to any property and business where an economic conflict of interest may exist; and

**WHEREAS**, the Township, as well as the City, are under an obligation, pursuant to the provisions of the Uniform Construction Code ("UCC") regulation N.J.A.C. 5:23-4.5(j) to ensure that no person employed by an enforcing agency as construction or sub-code official or as an inspector shall carry out any inspection or enforcement procedure with respect to any property or business in which he or she, or any close relative or household member, or his or her superior within the enforcing agency or any close relative or household member of such superior has an economic interest, or with respect to any property or business in which any public official or employee having any direct or indirect control over the funding or operations of the enforcing agency or any close relative or household member of any such public official or employees has an economic interest; and

**WHEREAS**, the Township and the City have discussed the terms and conditions of said reciprocal services and agree that reciprocal services will be required from each other only where there is no inspector who could lawfully perform the service on behalf of either the Township or the City without a conflict of interest as defined in N.J.A.C. 5:23-4.5(j);

**NOW, THEREFORE**, in consideration of the mutual foregoing promises and consideration, the undersigned parties hereby agree as follows:

1. The Township's Building Department agrees to provide inspection, enforcement, and plan review services with respect to any property or business in Rahway where Rahway's Building Department has determined a conflict of interest exists. The

Township shall not charge the City for its services; the property owner shall pay all required fees to the City.

2. The City Building Department agrees to provide inspection, enforcement, and plan review services with respect to any property or business in the Township where the Township's Building Department has determined a conflict of interest exists which cannot be resolved by using one of its own inspectors. The City shall not charge the Township for its services; the property owner shall pay all required fees to the Township.

3. The Township and the City agree that the development of standard operating procedures for said reciprocal services shall remain the discretion of the respective Construction Officials.

4. Either party may effect cancellation of this agreement upon 90 days written notice to the other party.

5. The City of Rahway and the Township of Woodbridge agree that this Agreement shall be effective on such date as all necessary Ordinances are adopted by both municipalities approving this Agreement in full.

6. This Agreement shall remain in effect unless cancelled as set forth above.

7. It is agreed and understood that the City of Rahway will hold the Township of Woodbridge harmless and defend the Township, its employees and agents, against any and all claims for property damage and/or personal injury, including death, brought against the Township of Woodbridge or any agent or employee thereof arising out of the Township's performing any activity on behalf of the City of Rahway under this Agreement. The City of Rahway states that it currently has and will maintain insurance to cover said liabilities.

8. It is further agreed and understood that the Township of Woodbridge will hold the City of Rahway harmless and defend the City, its employees and agents, against any and all claims for property damage and/or personal injury, including death, brought against the City of Rahway or any agent or employee thereof arising out of the City's performing any activity on behalf of the Township of

Woodbridge under this Agreement. The Township of Woodbridge States that it currently has and will maintain insurance to cover said liabilities.

9. Unless otherwise indicated in this contract, Notices shall be served upon the parties hereto as follows:

Township of Woodbridge  
Construction Official  
One Main Street  
Woodbridge, NJ 07095  
(732) 634-4500

City of Rahway  
Peter H. Pelissier  
Business Administrator  
1 City Hall Plaza  
Rahway, NJ 07065  
(732) 827-2000

10. Neither party may change or modify this Agreement unless it is agreed to in writing, executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29th day of January, 2008

ATTEST:

Jean D. Kuc

CITY OF RAHWAY

James J. Kennedy  
James J. Kennedy, Mayor

Date: \_\_\_\_\_

ATTEST:

John E. McCormac

TOWNSHIP OF WOODBRIDGE

John E. McCormac  
John E. McCormac, Mayor

Date: 1/29/08

James P. Nolan, Jr.  
Law Director

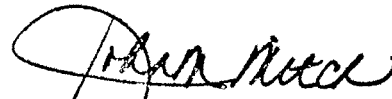
RESOLUTION

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WOODBRIDGE that the Mayor and the Municipal Clerk are hereby authorized and directed to execute an Interlocal Services Agreement with the City of Rahway for inspection, enforcement and plan review services where a conflict of interest exists under N.J.A.C. 5:23-4.5(j); and

BE IT FURTHER RESOLVED, the agreement shall be in a form substantially similar to that annexed hereto.

ADOPTED: DEC 18 2007

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Municipal Council of the Township of Woodbridge at their Regular Meeting held on DEC 18 2007.



JOHN M. MITCH, RMC, CMR  
MUNICIPAL CLERK