

The
MAYOR AND BOROUGH COUNCIL
of the
BOROUGH OF GLEN RIDGE
County of Essex
State of New Jersey



Monday, September 12th, 2011.

RESOLUTION NO. 131 - 11

Offered By Councilperson BAKER
Seconded By Councilperson _____

WHEREAS, The Borough Of Glen Ridge and The Township Of Montclair desire to enter into an Inter-Local Service Agreement wherein The Borough Of Glen Ridge will provide construction official services of a technical and professional nature to The Township Of Montclair, pursuant to N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40:8A-1 et seq.; **and**,

WHEREAS, it is in the best interest of The Township Of Montclair to obtain the services of The Borough Of Glen Ridge for the provision of construction official services.

NOW, THEREFORE, BE IT RESOLVED by The Council of The Borough Of Glen Ridge, in The County Of Essex, State Of New Jersey, that The Mayor and Borough Clerk are hereby authorized to execute an agreement with The Township Of Montclair for provision of construction official services, in substantially the same form as the agreement attached hereto.

DRAFT UNIFORM CONSTRUCTION CODE INTERLOCAL

AUTHORITY

The Provider and the Recipient enter into this Shared Services Agreement under the authority of the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq.

SCOPE OF SERVICES

A. Designation as the Construction Official - Chief Administrator of the local enforcing agency

1. The Provider is hereby designated as the agent of the Recipient to furnish the services of the Chief Administrator of the Uniform Construction Code N. J. A. C. 5:23-1 et seq.
2. The Provider shall also hereby be designated to enforce any local ordinances in which the Construction Official is designated the enforcing agent

B. Responsibility

1. The Provider shall furnish to the Recipient the services of a Licensed Construction Official who shall perform the duties of the Construction Official, pursuant to the Uniform Construction Code Act within the recipient's jurisdiction.
2. The Construction Official provided by the Provider, shall be responsible for the operation and supervision of the Construction Code Enforcement Office and shall direct and supervise all activities and employees of the office.
3. The staff will be provided by the Recipient. The Construction Official shall, on an annual basis, make recommendations to the Recipient's Township Manager on the necessary staffing patterns.
4. The Construction Official shall conduct investigations and inspections, or supervise personnel making same, and inform the Recipient regarding any violation of statutes or local ordinances.
5. The Construction Official shall coordinate and assist the Recipient's Municipal Attorney in obtaining compliance and enforcement of applicable laws.
6. The Construction Official shall provide periodic reporting of activities upon request by the Township Manager of the Recipient or Borough Administrator of the Provider.

C. Hours of Operations

The Provider's Construction Official shall be required to be available for consultation during the normal business hours of the Recipient, at times agreed upon by both parties. These hours shall be set in such a manner as to provide the public with reasonable access to the Construction Official. Such hours, mutually agreed upon, shall be reduced to writing and may be modified, from time to time, with the consent of both parties.

With the close proximity of both parties, the Provider and Recipient shall provide as much flexibility as possible to the Construction Official to respond to service calls requiring immediate attention from either community.

D. Amendment

This agreement may be amended at any time, by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or designated representative and specifies the date the provisions become effective.

E. Payment and Compensation

In consideration for the services performed, the Recipient will pay an annual service charge in the amount of \$75,000.00. The annual service charge shall be paid in quarterly installments of \$18,750.00

F. Duration

Duration of the agreement shall be for a period of four (4) consecutive years, as provided for by N.J.A.C. 5:23-4.6, beginning on or about September 1, 2011 and terminating on August 31, 2015.

G. Termination of the Agreement

This agreement may not be terminated prior to its first anniversary. Thereafter, either party may terminate participation in this agreement with six months' advance notice. Notice of termination shall be in the form of a Resolution of the governing body and shall be served on the Municipal Clerk of the other party.