

INTERGOVERNMENTAL AGREEMENT SCHEDULE C

THIS AGREEMENT made this 7th day of August, 2013, between the **County of Ocean**, a body politic of the State of New Jersey (hereinafter called the "County"), and the Borough of South Toms River a Local Governmental Unit of the State of New Jersey (hereinafter called "Local Governmental Unit").

WITNESSETH:

WHEREAS, it is the desire of the Ocean County Board of Chosen Freeholders to assist the Local Governmental Unit in the repair and maintenance of its streets and property, road overlay, in addition to providing certain materials and supplies in connection therewith; and

WHEREAS, the Local Governmental Unit desires to enter into an Agreement with the County for such services;

NOW, THEREFORE, in consideration of the mutual terms and conditions and covenant herein contained, the parties agree as follows:

1. If requested by the Local Governmental Unit, the County, at the discretion of the County Road Supervisor, except for items F and G, which shall be at the discretion of the County Engineer, and item H which shall be at the discretion of the Vehicle Services Director will assist the Local Governmental Unit in the following ways:

- A. Mowing of plant growth along local governmental units roads or property;
- B. Plowing snow on local governmental units roads or property;
- C. Purchase of materials or supplies for the maintenance of local governmental unit roads or property;
- D. Sweeping of local governmental units roads or property;
- E. Road overlay (List of Schedule "C" Major Projects Request must be completed);
- F. Repair of traffic signals;
- G. Traffic signs or pavement marking;
- H. Vehicle Maintenance Services.

2. This Agreement shall take effect upon execution by the parties and shall remain in full force and effect through December 31, 2013. The total amount of the Local Governmental Unit purchases of goods and services under this Agreement shall not exceed the sum of Twenty Five Thousand Dollars and no cents (\$25,000.00) during the term of this Agreement. The Local Governmental Unit certifies that sufficient funds are available in its current Budget to cover the cost of the Agreement.

3. This Agreement will be administered on behalf of Ocean County by the Ocean County Board of Chosen Freeholders or their Designee and by

Joseph M. Champagne, Mayor
(print name and title of responsible person)

on behalf of the Local Governmental Unit.

4. Materials or supplies, if available, will be issued to the Local Governmental Unit from the County yard or warehouse. Except during emergencies, all purchase requests for materials and supplies shall be in writing.

Copy filed
in
Office

5. Each County Department shall invoice the Local Governmental Unit for materials and supplies delivered, and services rendered. Monies due shall be paid by the Local Governmental Unit to the County within thirty (30) days after the Local Governmental Unit's receipt of said invoices.

6. The applicable rates and charges for equipment and labor are set forth in the List of Labor and Equipment Costs, which is attached hereto and made a part hereof.

A. The Local Governmental Unit may request the County to provide for the disposition of sweeping materials from the Local Governmental Unit site. All costs associated with the disposition of these materials, including, but not limited to, all costs incurred in the inspection, testing, classification, screening and ultimate disposition of the sweepings, shall be the responsibility of the Local Governmental Unit and shall be included in the County's next invoice for payment by the Local Governmental Unit.

B. When requested by the Local Governmental Unit to sweep municipal roads or properties, the materials collected will be disposed of at a designated municipal site. If the Local Governmental Unit is unable to provide a site, the County will store the municipal sweepings at the nearest County garage and the Local Governmental Unit will be responsible for all costs incurred as described in paragraph A.

7. The Local Governmental Unit hereby covenants and agrees to save harmless the County, its agents, officials and employees from any and all suits, damages, claims or other causes of action, including reasonable attorneys' fees, which may result from performance of this Agreement by the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

Betty Vand
Clerk of the Board

ATTEST:

Elizabeth Silvestri
Signature
Elizabeth Silvestri, Mayor
Print Name Title

COUNTY OF OCEAN

By: John P. Kelly
John P. Kelly - Director

GOVERNMENTAL UNIT

Joseph Champagne
Signature
Joseph Champagne, Mayor
Print Name Title

SCHEDULE 'C'

MAJOR PROJECTS REQUEST

This form must be completed whether or not you are requesting any Major Projects and must be returned with your Agreement and Resolution. Failure to do so will delay processing of your Agreement as all Agreements must have this page completed and attached. Please write none if no projects are requested at this time.

Municipality: South Town River Completed By: B. Blum

Agreement is for the purchase of supplies only-----check here /

Agreement is for sweeping, screening of sweepings & removal of same----check here /

If requesting road overlay services, major reconstruction or drainage work, list projects below. You will not be committed to doing the projects listed.

<u>LOCATION</u>	<u>PARAMETERS</u>	<u>DESCRIPTION OF WORK</u>
<u>District I, II, & III</u>	<u>once a month</u>	<u>Street Sweeping & drain</u> <u>cleaned.</u>
<u>Dist #</u>	<u>Tilton Ave</u>	<u>Drainage Problem</u>

RESOLUTION

August 7, 2013

WHEREAS, the County of Ocean has created and established a program to assist Local Governmental Units in the repair and maintenance of their streets and property in addition to providing certain materials and supplies in connection therewith; and

WHEREAS, the **Borough of South Toms River** has requested the County to provide certain repair, maintenance services, road overlay, sweeping disposal materials and supplies, not to exceed the sum of \$25,000.00 to be disbursed as follows:

Road Department	\$20,000.00
Engineering	\$5,000.00

WHEREAS, the **Borough of South Toms River** wishes to enter into an Agreement with the County for the provision of these services:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Freeholder Director and Clerk of the Board are hereby authorized and directed to enter into and execute an Intergovernmental Agreement with the **Borough of South Toms River** for the provisions of certain repair, maintenance, road overlay, sweeping disposal, materials and supplies, as more specifically set forth in the Agreement.
2. This Agreement shall take effect upon full execution by the parties and shall remain in full force and effect through January 1, 2013 to December 31, 2013.
3. Sufficient funds are available pending State approval of subsequent budget modifications under an appropriation entitled "Municipal Road Work, Schedule "C" –Roads account #016-170-4632 and Engineering account #016-185-4633.
4. A copy of said Agreement shall be kept on file and available for public inspection in the office of the Clerk of the Board.
5. Certified copies of this Resolution shall be made available to Borough of South Toms River, the Department of Finance, County Auditor, Ocean County Road Department and Engineering .

I certify the foregoing to be a
True copy of a Resolution *Adopted*
By the Board of Chosen Freeholders
of the County of Ocean on the
7th day of *August* 20*13*
Betty Vasil
Betty Vasil
Clerk of the Board