

INTERGOVERNMENTAL AGREEMENT SCHEDULE C

THIS AGREEMENT made this 18th day of April, 2018, 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, G, and H, which shall be at the discretion of the County Engineer, and item I 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. Curbs and Sidewalks on local governmental unit roads;
- G. Repair of traffic signals;
- H. Traffic signs or pavement marking;
- I. 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, 2018. The total amount of the Local Governmental Unit purchases of goods and services under this Agreement shall not exceed the sum of twenty six thousand Dollars and no cents (\$ 26,000) 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 Freeholder or their Designee and by

Joseph Kosteki, Administrator + Joseph Sade, 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.
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 Vail
Clerk of the Board

COUNTY OF OCEAN

By: Gerry P. Little
Gerry P. Little-Freeholder-Director

ATTEST:

Joe Kosterick
Signature
Joe Kosterick Admin
Print Name Title

GOVERNMENTAL UNIT

Osas Cradle
Signature
Osas Cradle 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 Toms River Completed By: Joseph Kostecki

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

Agreement is for sweeping, screening of sweepings & removal of same----check here **X** _____

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>
District 1, 2 and 3 maintenance	Once a month	Street sweeping & storm drain

**SCHEDULE "C" LABOR AND EQUIPMENT RATES
EFFECTIVE JANUARY 1, 2018**

<u>ROAD DEPARTMENT</u>	<u>REGULAR</u>	<u>OVERTIME</u>
Laborer	\$20.02	\$30.03
Bridge Repairman	\$21.23	\$31.85
Equipment Operator	\$24.87	\$37.31
Truck Driver, Heavy Mechanic	\$27.29	\$40.94
Motor Broom Operator	\$27.29	\$40.94
Heavy Equipment Operator	\$30.93	\$46.40
Heavy Equipment Operator/Welder	\$30.93	\$46.40
Supervising Mechanic	\$32.75	\$49.13
Supervisor	\$33.96	\$50.94
	\$42.45	\$63.68

<u>TRAFFIC ENGINEERING</u>	<u>REGULAR</u>	<u>OVERTIME</u>
Traffic Analyst	\$20.75	\$31.13
Sign Maker I	\$18.20	\$27.30
Laborer	\$18.20	\$27.30
Signal Systems Worker	\$21.01	\$31.52
Traffic Maintenance Worker	\$17.51	\$26.27
Traffic Investigator	\$20.40	\$30.60
Senior Traffic Maintenance Worker	\$21.11	\$31.67
Traffic Signal Technician I	\$24.81	\$37.22
Traffic Signal Technician II	\$25.91	\$38.87
Assistant Supervisor Maintenance	\$25.73	\$38.60
Senior Traffic Analyst	\$22.00	\$33.00
Principal Traffic Analyst	\$28.49	\$42.74
Supervisor Maintenance	\$29.46	\$44.19
Signal Supervisor I	\$26.02	\$39.03
Signal Supervisor II	\$33.46	\$50.19

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Air Compressor	\$ 30.47
Attenuator	\$ 55.00
Arrow Board	\$ 4.43
Asphalt Heater	\$ 15.00
Backhoe	\$ 47.70
Boat #3, Munson	\$ 78.95
Boat, 12' Jon	\$ 1.44
Bucket Truck	\$ 39.50
Cement Mixer	\$ 19.60
Chainsaw	\$ 2.65
Chipper	\$ 35.00
Crack Sealer	\$ 35.70 + \$25.00 per box of materials
Crane	\$ 140.00
Curb Machine	\$ 15.00
Cutting Wheel	\$ 40.00
Dozer	\$ 93.74

SCHEDULE "C" LABOR AND EQUIPMENT RATES **EFFECTIVE JANUARY 1, 2018**

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Excavator, Large	\$153.00
Excavator, Small	\$ 34.20
Excavator, Floating	\$105.00
Extractor	\$ 39.00
Fork Lift	\$ 18.50
Grader	\$ 67.50
Light Tower	\$ 10.68
Loader 3cy	\$ 43.85
Loader 5cy	\$ 64.00
Message Board	\$ 11.61
Mower	\$ 15.00
Pothole Patcher	\$ 65.00
Pump	\$ 10.30
Pump, 3" Gas Mud	\$ 27.10
Pump, 3" Gas Pressure	\$ 27.10
Pump, 4" Gas Pressure	\$ 41.50
Pump, 6" Gas Pressure	\$ 49.90
Pump, 4" Gas Trash	\$ 27.10
Pump, 6" Diesel Trash	\$ 49.90
Pump, 8" Trash	\$ 66.85
Raft 8' x 20'	\$ 15.00
Roll-off Container	\$ 25.00 per day/\$100 weekly (plus Landfill Disposal Fees)
Roller, 1 Ton	\$ 28.25
Roller, 5-10 Ton	\$ 32.50
Roller, over 10 Ton	\$ 39.25
Screenplant	\$ 80.50
Skid Steer Loader w/Profiler	\$ 38.50
Skid Steer Loader	\$ 36.00
Storm Sewer Cleaner	\$ 44.20
Stump Grinder	\$ 45.00
Sweeper	\$ 96.80
Sweepster	\$ 60.00
Tractor Trailer	\$ 60.00
Track Loader	\$101.30
Trailer, Dump	\$ 18.00 with no truck
Truck, Dump, 4 cy	\$ 40.00
Truck, Dump, 6 cy	\$ 48.90
Truck, Pickup	\$ 20.80
Truck, Pole	\$110.00
Truck, Rack	\$ 35.00
Truck, Roll-off	\$ 55.90
Truck, Tandem	\$ 67.70
Truck, Triaxle 23 cy	\$ 75.50
Truck, Utility	\$ 26.75
Truck, Water	\$ 55.00
Truck, Welding	\$ 65.00 does not include Labor or Materials
Van-Video	\$ 35.00
Wrecker, Large	\$ 128.00
Wrecker, Small	\$ 55.00

SCHEDULE "C" LABOR AND EQUIPMENT RATES EFFECTIVE JANUARY 1, 2018

OTHER CONDITIONS

1. Material and supplies will be billed at the County's bid price or State Contract price, whichever applies.
2. A fee of \$8.00 per ton will be billed for each ton of asphalt installed to defray labor and equipment costs. During a Schedule "C" paving project, traffic control services may be provided for a fee of \$3.00 per ton of asphalt installed. Materials (asphalt plus oil adjustment in addition to the profiler machine & fuel adjustment-if needed) to be billed at County costs.
3. A hauling fee of \$3.00 per cubic yard based upon the size of the truck will be billed for each load of material hauled for the Local Governmental Unit, other than asphalt. (For example, the charge per load for a 6 cubic yard truck would be \$18.00, a 12 cubic yard truck \$36.00 and so forth). The Local Governmental Unit is responsible for the disposal costs. *The cost of the operator and truck will be additional, billed hour for hour as per the attached rate schedule in addition to the material cost.*
4. A fee of \$5.00 per cubic yard for each cubic yard of material hauled and installed (other than asphalt) will be billed for each load of material hauled and installed. *The cost of the operator and equipment will be additional, billed hour for hour as per the attached rate schedule in addition to the material cost.*
5. A fee of \$110.00 per cubic yard of material screened will be billed to defray labor and equipment costs. *The cost of disposal at the Landfill and testing of material, if necessary, will be additional.*
6. A line Striping fee of \$.17 per foot of striping will be billed to defray labor and equipment costs. If required, costs for layout will be additional.
7. A fee of \$30.00 per vehicle will be billed for the use of the County's Wash Pad service and a fee of \$35.00 per vehicle will be billed for the use of the County's Truck Wash service.
8. As per the Ocean County Vehicle Services Director, the labor rate is \$59.00 per an hour.

RESOLUTION 2017-227

**RESOLUTION OF THE BOROUGH OF SOUTH TOMS RIVER,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE
EXECUTION OF A SCHEDULE "C" AGREEMENT WITH THE COUNTY OF
OCEAN FOR 2018**

WHEREAS, the Interlocal Services Act, N.J.S.A 40:8a-1 et seq. authorized the Borough of South Toms River to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 40:8 requires such a contract to be authorized by resolution or ordinance; and

WHEREAS, it is the desire of the governing body to authorize the execution of a contract with the County of Ocean for the provision of services, materials and equipment as set forth in Schedule "C" attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of South Toms River, County of Ocean, State of New Jersey as follows:

1. That the Mayor and Borough Administrator/Municipal Clerk are hereby authorized to execute a Schedule "C" agreement with The County of Ocean in accordance with the provisions of the law to include \$20,000.00 for the Road Department, \$5,000.00 for Engineering Department, and \$1,000.00 for use of County Car Wash, for a total sum and not to exceed \$26,000.00. A copy of the said agreement is attached hereto and made part hereof as Schedule "C".
2. This agreement is for the period January 1, 2018 to December 31, 2018.
3. That a copy of this agreement referenced herein shall be kept on file and made available for public inspection in the Municipal Clerk's office during normal business hours.

CERTIFICATION

I, Joseph A. Kostecki, Municipal Clerk, of the Borough of South Toms River, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Borough Council at the Regular meeting held on the 11th day of December, 2017, in the Borough Hall, 19 Double Trouble Rd, South Toms River, New Jersey.


Joseph A. Kostecki, MPA, CMC, RMC, QPA
Municipal Clerk

RESOLUTION

April 18, 2018

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 \$26,000.00 to be disbursed as follows:

Road Department	\$20,000.00
Engineering Department	\$5,000.00
Vehicle Services	\$1,000.00

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, 2018 to December 31, 2018.
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, Engineering account #016-185-4633 and Vehicle Services account #016-175-4635.
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, Ocean County Engineering Department and Vehicle Services Department.

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
18th day of April, 2018

Betty Vasil
Clerk of the Board