

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Ocean COUNTY: Ocean

RECIPIENT: Township of Berkeley COUNTY: Ocean

BRIEF DESCRIPTION OF SERVICE:

Schedule "C" - Road Materials and Equipment

EFFECTIVE DATE: January 1, 2016

EXPIRATION DATE: December 31, 2016

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

#16-91-R

RESOLUTION OF THE TOWNSHIP OF BERKELEY, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SCHEDULE "C" AGREEMENT WITH COUNTY OF OCEAN FOR 2016

January 25, 2016

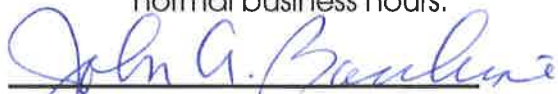
WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8a-1 et seq. authorized the Township of Berkeley to enter into a contract for the provision of certain governmental services with the County of Ocean; and

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 Township of Berkeley, County of Ocean, State of New Jersey as follows:

1. That the Mayor, Carmen F. Amato, Jr. and Township Clerk, Beverly M. Carle are hereby authorized to execute a Schedule "C" agreement with the County of Ocean in accordance with the provisions of the law to include \$45,000 for Road Department and \$10,000 for Engineering for a total sum not to exceed \$55,000.00. 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, 2016 to December 31, 2016.
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.



John Bacchione, Council President
Sophia Gingrich, Council Vice President

CERTIFICATION

I, **Beverly M. Carle, RMC**, Township Clerk of the Township of Berkeley do hereby certify that the foregoing resolution was duly adopted by the Township of Berkeley Township Council at a meeting held on the 25th day of January 2016.



Beverly M. Carle, RMC, Township Clerk
Berkeley Township

INTERGOVERNMENTAL AGREEMENT SCHEDULE C

THIS AGREEMENT made this 25th day of January, 2016, between the **County of Ocean**, a body politic of the State of New Jersey (hereinafter called the "County"), and the TOWNSHIP OF BERKELEY 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, 2016. The total amount of the Local Governmental Unit purchases of goods and services under this Agreement shall not exceed the sum of FIFTY FIVE Dollars and no cents (\$ 55,000) 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

STEVEN J. SEILER, PRINCIPAL PUBLIC WORKS MANAGER

(print name and title of responsible person)

on behalf of the Local Governmental Unit.

ROADS \$ 45,000.00
ENGINEER 10,000.00

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:

COUNTY OF OCEAN

Clerk of the Board

By: _____
John C. Bartlett, Jr., Freeholder-Director

ATTEST:

GOVERNMENTAL UNIT

Beverly M. Carle
Signature
Beverly M Carle Clerk
Print Name Title

[Signature]
Signature
Carmen F. Amato, Jr. 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: TOWNSHIP OF BERKELEY Completed By: STEVEN J. SEILER, PPWM

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

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.

LOCATION

PARAMETERS

DESCRIPTION OF WORK

Beverly M. Carle, RMC
Township Clerk
627 Pinewald/Keswick Road
P.O. Box B
Bayville, NJ 08721
Email: townshipclerk@twp.berkeley.nj.us



Phone: 732-244-7400 ext.205
Fax: 732-505-0145

January 26, 2016

OCEAN COUNTY ROAD DEPARTMENT
129 HOOPER AVENUE
PO Box 2191
TOMS RIVER, NJ 08754-2191

Re: Schedule "C" Agreement

Dear Mr. Curcio:

I have enclosed three (2) copies of the signed, sealed, & witnessed agreements for the 2016 Schedule "C" Program along with a copy of Resolution #16-91-R re: Authorizing the Execution of a Schedule "C" Agreement.

Please forward one (1) fully executed agreement upon approval to:

*Beverly M. Carle
Township Clerk
PO Box B
Bayville, NJ 08721*

If you have any questions, please feel free to call.

Very truly yours,

BERKELEY TOWNSHIP

A handwritten signature in cursive script that reads "Beverly M. Carle".

*Beverly M. Carle, RMC
Township Clerk*

*/w
encls.*



2016-91-R

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on behalf of the Local Governmental Unit.

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


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Clerk of the Board


By: _____
John C. Bartlett, Jr., Freeholder-Director

ATTEST:

GOVERNMENTAL UNIT


Signature
Carmen F. Amato, Jr. Mayor

Print Name Title



Signature
Beverly M. Carle Clerk

Print Name Title

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**Beverly M. Carle, RMC
Township Clerk**

*/w
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