

RESOLUTION 2017-138

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN INERLOCAL GOVERNMENT AGREEMENT WITH THE TOWNSHIP OF STAFFORD FOR SHARING PUBLIC WORKS EQUIPMENT, SUPPLIES, AND PERSONNEL BETWEEN THE TOWNSHIP OF BARNEGAT AND THE TOWNSHIP OF STAFFORD

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8:-1 *et seq.* authorizes the Township Barnegat to enter into a contract for the provision of certain governmental services with another municipality; and

WHEREAS, N.J.S.A. 40:8A-4 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 agreements with the Township of Stafford for sharing of public works equipment, supplies, and personnel.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Municipal Clerk are hereby authorized to execute agreements with the Township of Stafford for sharing of public works equipment, supplies, and personnel in accordance with the provisions of law.
2. That copies of the agreements referenced herein shall be kept on file and made available for public inspection at the Municipal Clerk's Office during normal business hours.

CERTIFICATION

I, Michele A. Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on March 7, 2017

Michele A. Rivers, RMC
Municipal Clerk

MASTER PUBLIC WORKS INTERLOCAL SHARED SERVICES AGREEMENT FOR SHARING PUBLIC WORKS EQUIPMENT, SUPPLIES, AND PERSONNEL BETWEEN THE TOWNSHIP OF STAFFORD AND THE TOWNSHIP OF BARNEGAT

AGREEMENT

AGREEMENT, made this 10th day of January by and between the Township of Stafford, 260 East Bay Avenue, Manahawkin, New Jersey (hereinafter referred to as "Stafford Twp.") and the Township of Barnegat

WITNESSETH:

WHEREAS, Stafford Twp. is desirous of occasionally sharing Public Works Equipment, supplies, and even less occasionally Public Works personnel with Barnegat Township. To provide Public Works services, general maintenance and related services; in accordance with the terms of this Agreement; and

WHEREAS, Barnegat Township is desirous of occasionally sharing Public Works equipment, supplies, and even less occasionally Public Works personnel with Stafford Twp. to provide Public Works services, general maintenance and related services; in accordance with the terms of this Agreement; and

WHEREAS, the Interlocal Services Act (NJSA 40:SA-1 et. seq.) authorizes and empowers the designated municipalities to enter into this Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Scope of Services

A. Each Municipality agrees to occasionally lend or borrow Public Works equipment supplies, and personnel to or from each other during emergencies, as backup in case of breakdowns, as secondary support equipment for extra large projects, and occasionally for efficiency and effectiveness of operations. (Note: any and all regularly scheduled, frequent usage will be covered by a separate Interlocal Shared Services Agreement and Resolution).

The equipment that the each Township is willing to lend is listed on "Schedule A" which is attached to this Agreement. The fees for lending this equipment and/or utilizing Municipal employees are listed on "Schedule B" which is attached to this Agreement. It must be clearly understood by all parties concerned that the Municipal equipment must be available for Municipal projects whenever needed. Therefore, the equipment listed on "Schedule A" attached will only be available whenever not in use, or scheduled to be used for a Municipal project, and, then, it will only be made available at the sole discretion of the Municipality's Public Works contact person.

2. Term

This Agreement shall extend from January 1, 2017 to December 31, 2021. Either party may cancel this Agreement upon 30 days' written notice to others.

Sunshine Clause:

This Agreement must be renewed by the governing body of the Municipality on or before December 31th 2021, approximately five years from the date of adoption, or this Agreement will be null and void as of 12:01 a.m. on January 1st 2022 .

3. Compensation

Each Municipality will pay the Public Works Equipment and Personnel Rental services at an hourly rate for time and type of equipment provided based upon the fee schedules which are attached as "Schedule A". Each Municipality will provide an itemized bill to the other Municipality along with a signed voucher on a monthly basis. The Municipality agrees to promptly process the designated municipality's vouchers for payment and to pay all bills within 45 days of submission to the Municipality. The common billable measurement will be "hourly", broken down into quarter hours, for both equipment and personnel. However, at the discretion of the contact person, charges may be rounded to half-day (4 hours) or full day (8 hours) charge, even though the equipment may be picked up early the morning, or day, before actual usage, and/or returned later the afternoon, or day, after actual usage.

4. Contact Person

Each Municipality agrees to appoint a person to act as a liaison to serve as the "Public Works Contact Person" hereinafter referred to as the "Contact Person" between the designated municipalities in order to support and facilitate the orderly and efficient distribution of equipment requests and related relevant information to the designated municipality's Public Works Contact Person. Unless otherwise appointed by a Resolution of the Municipality's governing body, the Municipality's Public Works Contact Person will be:

- a. The Superintendent of Public Works
- b. If the Superintendent of Public Works is unavailable for any reason whatsoever, the first alternate Public Works Contact Person shall be the Assistant Superintendent of Public Works
- c. If the Assistant Superintendent of Public Works is unavailable for any reason whatsoever, the second alternate Public Works Contact person shall be the Senior Foreman/Supervisor

5. Effective Date

This Agreement shall become effective as of January 2017, upon passage of any authorizing Resolution by the Municipality (ies) as required by the Interlocal Services Act, NJSA 40:8A-4 et. seq.

6. Level of Service

The Municipality and the designated municipalities agree to provide all services in a professional and workmanlike manner.

7. No Charge Policy

Similar to mutual aid for police and fire departments, the Contact Person may lend Municipal equipment to the designated municipalities on an occasional basis, without charge, at his sole discretion. The maximum number of times per year this may occur with any one of the designated municipalities is six (6) times. Regardless of the reason, for any occurrence over six (6) times per year, a charge will be incurred and must be paid by the municipality using the equipment. Each occurrence shall not exceed three (3) days (i.e. 24 billable hours) in length.

8. Power and Authority of Municipalities

The municipalities, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the contract.

9. Other Agreements

The Municipalities reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

10. Dispute of Payment

As provided in NJSA 40:SA-7(b), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph 5 shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the Municipality shall promptly repay the excess.

11. Indemnification

Each municipality hereby indemnifies and holds the other harmless against all losses, claims, or liabilities of any kind (including reasonable attorneys' fees and costs) for personal injury or property damage, arising out of the actions taken by either party pursuant to this Agreement.

12. Insurance

During the term of this Agreement, the Municipality will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person, and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$100,000.00. Each Municipality shall provide a Certificate of Insurance naming the designated municipalities as additional insured, and stating that said policy cannot be cancelled except on thirty (30) days' notice to the Municipality.

13. Dispute Resolution

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association rules. Each party involved in arbitration shall be responsible for equally sharing the cost of the arbitrator. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

14. Miscellaneous

This Agreement may only be modified in writing, duly authorized and signed by the Mayor of each Municipality.

All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the following addresses:

For the Township of Stafford:
260 East Bay Avenue
Manahawkin, NJ 08050

For the Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

15. Authorization

Each party represents and warrants to the other that all municipal action necessary for such municipality to enter into and perform all obligations required by this Agreement has been validly taken and that the undersigned are authorized to execute this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. No Assignments

One party without the written consent of the other may not assign this Agreement.

18. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

19. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

MASTER PUBLIC WORKS INTERLOCAL SHARED SERVICES AGREEMENT FOR SHARING PUBLIC WORKS EQUIPMENT, SUPPLIES, AND PERSONNEL BETWEEN THE TOWNSHIP OF STAFFORD AND THE TOWNSHIP OF BARNEGAT.

SCHEDULE "A" EQUIPMENT
TOWNSHIP OF STAFFORD

Equipment	Rates
Automated Side Loader	\$ 60.00 per hour
27 yd Rear Load Compactor	\$ 60.00 per hour
Catch Basin Cleaner	\$ 96.50 per hour
Wheel Loader, 4.25 cu yd	\$ 80.00 per hour
Wheel Loader, Backhoe	\$ 44.00 per hour
Street Sweeper	\$ 85.00 per hour
Road Grader	\$ 80.00 per hour
Dump Truck (6 cu yd)	\$ 43.00 per hour
Dump Truck w/Falcon Hot Patch Trailer	\$ 53.00 per hour
35' Elevated Platform Truck	\$ 41.75 per hour
Tractor/Trailer 35 Ton Low-Bed	\$ 82.50 per hour
Trailer Mounted Message Board	\$ 8.75 per hour
Tractor Mounted Boom Brush Cutter	\$ 100.00 per hour
Automated Side Loader Parts	Replacement cost

Note: Rates are based on FEMA current rate sheet. Rates do not include labor costs for operators.

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SHARING PUBLIC WORKS EQUIPMENT, SUPPLIES, AND PERSONNEL BETWEEN THE
TOWNSHIP OF STAFFORD AND THE TOWNSHIP OF BARNEGAT

SCHEDULE "B" LABOR FEES
TOWNSHIP OF STAFFORD

TITLE	RATE
Supervisor	Per Teamsters 97& 489 contract in effect
Operator, Heavy Equipment	Per Teamsters 97& 489 contract in effect
Operator, Light Equipment	Per Teamsters 97& 489 contract in effect
Driver	Per Teamsters 97& 489 contract in effect
Laborer	Per Teamsters 97& 489 contract in effect
Shop Rate	\$ 75.00

The Municipality will charge all labor costs plus 31% for benefits.

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SCHEDULE "A" EQUIPMENT
 TOWNSHIP OF BARNEGAT TOWNSHIP

Equipment	Rates
Automated Side Loader	\$60.00 per hour
27 yd Rear Load Compactor	\$60.00 per hour
Catch Basin Cleaner	\$96.50 per hour
Wheel Loader, 4.25 cu yd	\$80.00 per hour
Street Sweeper	\$85.00 per hour
Road Grader	\$80.00 per hour
Dump Truck (6 cu yd)	\$43.00 per hour
Dump Truck W/Falcon Hot Patch Trailer	\$53.00 per hour
35' Elevated Platform Truck	\$41.75 per hour
Tractor/Trailer 35 Ton Low-Bed	\$82.50 per hour
Trailer Mounted Message Board	\$8.75 per hour
Tractor Mounted Boom Brush Cutter	\$100.00 per hour
Automated Side Loader Parts	Replacement Cost

Note: Rates are based on FEMA current rate sheet. Rates do not include labor costs for operators.

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SCHEDULE "B" LABOR FEES
TOWNSHIP OF BARNEGAT

TITLE	RATE
Supervisor	Per Teamsters Local 35 contract in effect
Operator, Heavy Equipment	Per Teamsters Local 35 contract in effect
Operator, Light Equipment	Per Teamsters Local 35 contract in effect
Mechanic	Per Teamsters Local 35 contract in effect
Driver	Per Teamsters Local 35 contract in effect
Laborer	Per Teamsters Local 35 contract in effect
Shop Rate	\$75.00

The Municipality will charge all labor costs plus 31% for benefits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 10th day of January and year first above written.

ATTEST:

Township of Stafford

Township of Barnegat

Mayor

Mayor

Acting Clerk

Clerk