

## UNIFORM SHARED SERVICES AGREEMENT

THIS AGREEMENT, entered into this 27<sup>th</sup> day of December, 2016 by and between:

THE OCEAN COUNTY UTILITIES AUTHORITY, a public body politic and corporate constituting subdivision of the State of New Jersey, having its principal offices at 501 Hickory Lane, P.O. Box P, Bayville, New Jersey 08721

(hereinafter referred to as the "Authority")

AND

The COUNTY OF OCEAN, a body politic of the State of New Jersey, having its principal office at 101 Hooper Avenue, Toms River, New Jersey 08754-2191

(hereinafter referred to as the "County")

### WITNESSETH:

WHEREAS, the County has determined a public safety need for a 150' Radio Communications Tower for the Ocean County Public Safety System at NWPCF, Block 84, Lot 14.04, Brick Township, more commonly known as 255 Mantoloking Road; and

WHEREAS, it has been determined by the Authority and the County that it would be feasible for the County to construct the Radio Communications Tower at the location set forth on Exhibit A annexed hereto ("the Premises") and

WHEREAS, the County has made a courtesy presentation before the Brick Township Planning Board and the Brick Township Planning Board has determined that the proposed Tower is consistent with the Brick Township Master Plan; and

WHEREAS, the County and Authority are desirous of entering into a Uniform Shared Services Agreement pursuant to N.J.S.A. 40A:65-1, et. seq. for the purpose set forth above:

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, The Ocean County Utilities Authority and the County of Ocean agree as follows:

**FIRST:** The County shall be permitted to construct a 150' Radio Communications Tower at NWPCF at the location set forth on Exhibit A annexed hereto.

**SECOND:** The cost of constructing the 150' Radio Communications Tower and the necessary equipment and the maintenance thereof shall be borne by the County.

**THIRD:** The County shall comply with any and all governmental regulations and requirements, secure and pay for any and all necessary permits and consents, and comply with any and all governmental or public requirements for the maintenance of the facilities, if any, at the County's own cost and expense.

**FOURTH:** Subject to the New Jersey Tort Claims Act, the County shall assume all risks of and liability for and shall indemnify, defend, protect and save harmless, and hereby releases the Authority and each of its officers, agents, servants and employees, and its successors and assigns, from and against any and all liabilities, damages, claims, suits or actions which may in any manner arise out of or result from any use and occupancy of the Premises by the County, its employees, contractors, or any other person or persons lawfully utilizing the Premises.

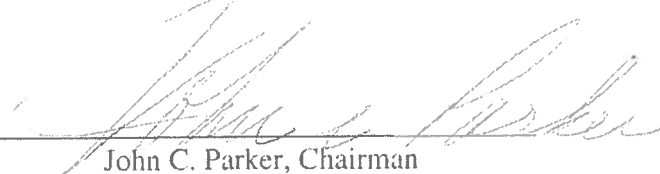
**FIFTH:** The County is self-insured with regard to any indemnification of the Authority provided for in Paragraph FOURTH above.

**SIXTH:** The terms of this Agreement shall be a period of ten (10) years, however, either party shall have the option to terminate this Agreement by providing the other party with at least six (6) months advance written notice of the date of termination of this Agreement.

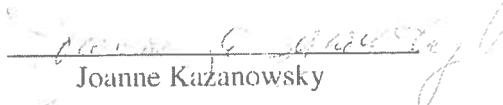
**SEVENTH:** Pursuant to N.J.S.A. 40A:65-1 et seq., this Agreement shall become effective upon the adoption of the appropriate respective Resolutions by The Ocean County Utilities Authority and the County of Ocean.

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

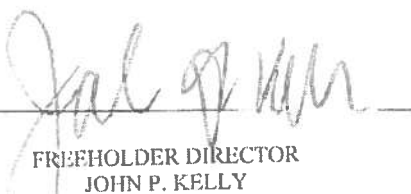
THE OCEAN COUNTY UTILITIES AUTHORITY

By:   
John C. Parker, Chairman


ATTEST:

  
Joanne Kazanowsky

THE COUNTY OF OCEAN

By:   
FREEHOLDER DIRECTOR  
JOHN P. KELLY

ATTEST:

  
BETTY VASIL  
CLERK OF THE BOARD