

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Lawrence COUNTY: Cumberland

RECIPIENT: County of Cumberland COUNTY: Cumberland

BRIEF DESCRIPTION OF SERVICE:

Lawrence Twp. has agreed to allow the County of Cumberland the use of an area sufficient for the purpose of constructing an emergency communications tower approximately 200 feet to be used for public safety communications.

EFFECTIVE DATE: Immediately

EXPIRATION DATE: Upon Completion

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT N/A

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.

SHARED SERVICES AGREEMENT BETWEEN
THE COUNTY OF CUMBERLAND
AND
THE TOWNSHIP OF LAWRENCE

THIS AGREEMENT made as of the 13th day of February, 2017, **BY AND BETWEEN:**

COUNTY OF CUMBERLAND, a municipal corporation, 164 West Broad Street, Bridgeton, New Jersey 08302 (hereinafter referred to in this Agreement as "County");

AND:

TOWNSHIP OF LAWRENCE, whose address is 357 Main Street, Cedarville, New Jersey 08311 (hereinafter referred to in this Agreement as "Lawrence").

WITNESSETH THAT:

WHEREAS, Lawrence has agreed to allow the County, by and through its Department of Emergency Services and Public Protection, the use of an area sufficient for the purpose of constructing an emergency communications tower of approximately 200 feet to be used for public safety communications; and

WHEREAS, the County has agreed to allow Lawrence to install antennas on said emergency communications tower for the use of public safety and public works at the expense of the township; and

WHEREAS, all site work, construction, and maintenance of the tower facility will be at the expense of the County; and

WHEREAS, the County will indemnify and hold Lawrence harmless from any damages caused during the site work, construction, and maintenance of the tower facility; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.), authorizes and empowers the Township of Lawrence and the County of Cumberland to enter into such an agreement to jointly provide, through the agency or on behalf of the other, any service which either may provide or receive within its own jurisdiction;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Lawrence shall allow the County, by and through its Department of Emergency Services and Public Protection, the use of an area sufficient for the purpose of constructing an emergency communications tower of approximately 200 feet to be used for public safety communications. The location of the property is more specifically identified on Exhibits A and B attached hereto. The property location is approximately 500 feet from Maple Avenue.

The specific location of the property shall be identified in the Information Site Plan Application to be submitted to the Lawrence Township Planning Board and that designation and description of the property shall be determined to be the actual and specific site of the property to use for an emergency communications tower pursuant to this agreement.

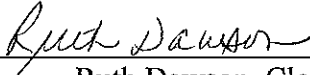
2. County agrees that it will install and maintain communication equipment on behalf of Lawrence as specified by Lawrence provided that all costs with respect to installation and out-of-pocket expenses for advertising and preparation of bids, if any, be paid for and reimbursed by Lawrence to the County. County shall be responsible for all expenses concerning site work, construction, and maintenance of the tower facility. The County agrees that if a County contractor is able to install and maintain Township communications equipment that the Township agrees to reimburse the County for the expenses incurred by the County to maintain and install such equipment.
3. County shall indemnify and hold harmless Lawrence from any and all claims or damages, suits, or other actions arising out of or relating to any damages caused during the site work, construction and maintenance of the tower facility.
4. This agreement is contingent upon adoption of the necessary authorizing resolutions by both Lawrence and the County.
5. The parties to this agreement agree to abide by the regulations of P.L. 1975, Chapter 127, Affirmative Action as described in Exhibit A, attached hereto and made a part hereof;
6. This agreement may be amended upon the written consent of both parties;
7. This agreement represents the entire agreement between the County and Lawrence and supersedes all prior negotiations, representations, or agreements, either written or oral for this project;
8. This agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey; and

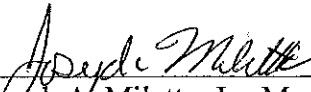
9. In the event that any provision of this Agreement shall be determined to be invalid, illegal or enforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this agreement or such appropriate other actions as shall, to the maximum extent be practical in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

IN WITNESS WHEREOF and in consideration of the terms and conditions of this agreement, the parties have each caused this instrument to be signed by its authorized agent and Director respectively the day and year first written above.

ATTEST:

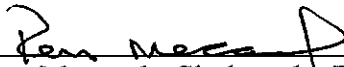
TOWNSHIP OF LAWRENCE



Ruth Dawson, Clerk

By 
Joseph A. Miletta, Jr., Mayor

ATTEST:

COUNTY OF CUMBERLAND


Ken Mecouch, Clerk to the Board

By 
Joseph Derella, Freeholder Director
Board of Chosen Freeholders