

YEAR 2006

INTERLOCAL SERVICE AGREEMENT FOR UTILIZATION OF THE SHERIFF'S RADIO
TOWER SITES BY THE TOWNSHIP OF MONTVILLE FOR THE BENEFIT OF THE
MONTVILLE POLICE AND FIRE DEPARTMENT

THIS CONTRACT, made and entered into this *22nd* day of *March*, 2006
by and between the **County of Morris** (hereinafter "**County**") and the **Township of
Montville** (hereinafter "**Municipality**").

WITNESSETH

WHEREAS, the **Municipality** has a need to install radio equipment for the benefit of the
Montville Township Police and Fire Department on the **County's** radio tower sites, and
the **County** is willing to permit the **Municipality** to do so, on terms set forth, in
consideration of payment as herein provided:

NOW, THEREFORE, it is understood and agreed as follows:

1. The **County** shall allow the **Municipality** to place radio equipment on the County's
radio towers for the benefit of the Montville Township Police and Fire Department
upon review and approval by the County of Morris. In the event the **Municipality**
wishes to add any additional equipment to the system or remove any existing
equipment from the system for the benefit of the Montville Township Police
and Fire Department, this must be requested in a written communication from the
Municipality to the Morris County Sheriff, and approved by the Morris County Sheriff.
2. This agreement is entered into pursuant to the provisions of N.J.S.A. 40:8A-1 et
seq. (Interlocal Services Act) and it is the intent of the parties hereto that the
provisions hereof shall be construed to give full effect to the legislative intent
expressed therein.
3. Before any radio equipment can be installed at any of the County radio towers, said
equipment must be reviewed and approved by the Morris County Sheriff.
4. The Morris County Sheriff's Office reserves the right to remove any equipment
installed in violation of the terms of this agreement at the expense of the **Municipality**.
5. The **Municipality** agrees to pay the **County** the sum of one dollar (\$1.00) for the right
to install radio equipment at the County's tower sites.
6. This agreement shall take effect on January 1, 2006 and extend through December
31, 2006.

7. This agreement may be terminated, without cause, by either party upon three (3) months written notice to the other party. The **County** reserves the right to terminate this agreement upon seven day's notice should the **Municipality** or any of its employees or agencies fail to comply with the terms of this agreement.
8. The **Municipality** is solely responsible for the purchase, installation and maintenance of their radio equipment.
9. New equipment will be permitted and placed at the site provisionally for a thirty (30) day trial period to assure that it does not interfere with any other equipment already installed at the tower.
10. In the event the aforesaid equipment interferes with previously installed equipment at the tower, the **Municipality** shall, upon notification from the Morris County Sheriff, remove said equipment, within seven (7) days of notification, at no cost to the **County**. If the problem is creating a public safety hazard, the **Municipality** will correct the problem immediately. In the event the **Municipality** fails to do so, the County reserves the right to take corrective action itself.
11. The Morris County Sheriff reserves the right to specify that the **County** contracted radio vendor be used for installations of the **Municipality's** radio equipment. This does not preclude other **Municipality** vendors from being used for installations or maintenance, at the discretion of the Morris County Sheriff. All new antenna installations and placement shall, however, be performed by the contracted **County** vendor.
12. The use of this system is solely reserved for official **Municipality** use by personnel of the **Municipality** only.
13. The **County** is obligated to report any misuse of the system to the appropriate authorities as all users are subject to criminal charges for any misuse of this system.
14. The **Municipality** shall provide the Morris County Sheriff with the name, title, and phone number of the responsible contact person designated by the **Municipality** for all official communication by the **County**.
15. The **County** shall provide the **Municipality** with the name, title and phone number of the Sheriff's designee for all official communication by the **Municipality**.
16. The Sheriff reserves the right to direct the **Municipality** to remove any radio equipment used in a manner he deems improper or inappropriate, within seven (7) days of notification, at no cost to the **County**.

17. The primary purpose of the radio towers are to satisfy the needs of the Morris County Sheriff's Office, and provision of access to this system by the **County** to the **Municipality** is purely voluntary. Accordingly, the quality of reception in all geographic areas of the County cannot be guaranteed to the **Municipality**. Therefore, the **Municipality** acknowledges that this agreement covers the use of the system as it is established for the Morris County Sheriff's Office and the **County** is not obligated to alter the system in any way to improve access in any geographic area within the **County** where reception is inadequate for the purposes of the **Municipality**.
18. In addition to the other rights and remedies of the parties herein, the **Municipality** agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the **Municipality's** personnel arising out of this Agreement or any of the obligation assumed by the **Municipality** hereunder, provided it is determined by a Court having the appropriate jurisdiction that the **Municipality** is solely or jointly responsible for such liability. In the event it is determined by a Court that the **Municipality** is not solely responsible for said liability, then the **Municipality's** liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the **Municipality**. The **Municipality**, upon notice from the **County**, shall resist and defend, at the expense of the **Municipality**, such action or proceeding with counsel reasonably satisfactory to the **County**. In addition, at its option, the **County** may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the **Municipality's** obligation under this paragraph.

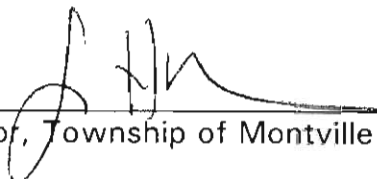
In addition to the other rights and remedies of the parties herein, the **County** agrees to indemnify and hold harmless the **Municipality**, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the **County** arising out of this Agreement or any of the obligations assumed by the **County** hereunder, provided it is determined by a Court having the appropriate jurisdiction that the **County** is solely responsible for such liability. In the event it is determined by Court that the **County** is not solely responsible for said liability, then the **County's** liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the **County**. The **County**, upon notice from the **Municipality**, shall resist and defend, at the expense of the **County**, such action or proceeding with counsel reasonably satisfactory to the **Municipality**. In addition, at its option, the **Municipality** may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the **County's** obligation under this paragraph.

The **Municipality** shall maintain such insurances with satisfactory insurance companies as will protect it and the **County** from all claims. These insurances shall include Workman's Compensation, to the full extent of the law of the State of New Jersey, public liability, personal injury, including death, automobile insurance and property damage which may arise from operation under this agreement whether such operation be by itself or by any subcontractor or any one directly or indirectly employed by either of them. Minimum acceptable limits for bodily injury and property damage are \$1,000,000 per person and \$3,000,000 aggregate and the **County** must be named as an additional insured.


Minimum acceptable limits for Professional Liability for all professional staff shall be \$1,000,000 per person and \$3,000,000 aggregate. A certificate of insurance for \$1,000,000 combined single limit must be provided for all employees who will drive a motor vehicle under the terms of this Agreement. Certificates of such insurance shall be filed in the Office of the Director of Finance and County Treasurer and shall be subject to the approval of the County Counsel, Director of the Division of Risk Management and County Insurance Fund Administrator for adequacy of protection. In the event the County Counsel, Insurance Fund Administrator, or Director of the Division of Risk Management determines that protection is inadequate or unsatisfactory, notice shall be given to the **Municipality** immediately and the **Municipality** shall forthwith provide the necessary evidence of sufficient coverage in accordance with the notice from the County, County Counsel, Director of the Division of Risk Management or County Insurance Fund Administrator. Said certificates shall be filed upon the execution of this Agreement and in any event prior to any work being done by the **Municipality**. The maintenance of this insurance shall not relieve the **Municipality** of any liability for injury, death, and property damage which is greater than the insurance coverage. The above stated limits shall not be altered during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused their authorized officials to affix their signatures and proper corporate seals, the day and year first written above in triplicate.

FOR: TOWNSHIP OF MONTVILLE

BY: 

Mayor, Township of Montville


ATTEST: 

Twp. Clerk

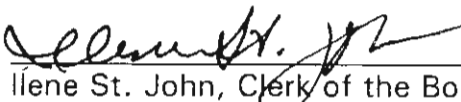
FOR: COUNTY OF MORRIS

BY: 

Director, Board of Chosen Freeholders



Edward V. Rochford, Morris County Sheriff

ATTEST: 

Ilene St. John, Clerk of the Board of Chosen Freeholders

BOARD OF CHOSEN FREEHOLDERS

MORRIS COUNTY, NEW JERSEY

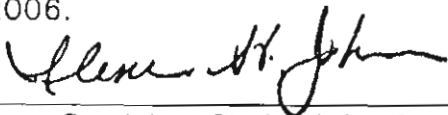
RESOLUTION NO. 8*

ADOPTED: March 22, 2006

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey as follows:

- 1) The Director of the Board of Chosen Freeholders is hereby authorized to sign and execute an interlocal services agreement with the Township of Montville for utilization of the Sheriff's radio tower sites by the Montville Police and Fire Department for 2006, a copy of which is on file in the Office of the County Administrator and made a part hereof by reference.
- 2) This resolution shall take effect in accordance with the law.

I hereby certify this to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey at a regular meeting held on March 22, 2006.



Ilene St. John, Clerk of the Board