

4/9/15

**SHARED SERVICES AGREEMENT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
THE EDUCATIONAL INFORMATION AND RESOURCE CENTER (EIRC)  
FOR ETHERNET DEDICATED INTERNET SERVICES**

**This Uniform Shared Services Shared Agreement** (“Shared Services Agreement”) dated this 10<sup>th</sup> day of June 2015, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the “County”), and the **Educational Information and Resource Center**, with offices at 107 Gilbreth Parkway, Suite 200, Mullica Hill, NJ 08062 (hereinafter the “EIRC”).

**RECITALS**

**WHEREAS**, the EIRC has been recognized by the State of New Jersey pursuant to N.J.S.A.18A:6-95.1 as a local education agency qualifying it as a local unit to engage in agreements for shared services under N.J.S.A. 40A:65-3 and N.J.S.A.40A:65-4a(1); and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and fire districts, to enter into agreements for the provision of shared services; and

**WHEREAS**, the County has a need for specific ethernet internet services which the EIRC is ready, willing and able to provide.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, the EIRC and the County do hereby agree as follows:

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

The EIRC will provide symmetrical internet services over Comcast’s Metro Ethernet Network with 200mb of bandwidth to the public internet as well as connectivity to any site connected to the County’s network from the County’s central core sites in Clayton and Clarksboro.

**B. PAYMENT.**

The term of the Agreement is 36 months in an amount totaling \$86,400.00. The County shall make 12 incremental payments totaling \$28,800.00 to the EIRC for each year of service. The balance of payment beyond the first year will be processed upon approval of appropriate budgets for the two remaining fiscal years.

**C. DURATION OF AGREEMENT.**

This Agreement shall be effective June 10, 2015, and conclude on June 9, 2018.

**D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.**

Neither County nor the EIRC intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the EIRC providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the EIRC hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the EIRC and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The EIRC represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the EIRC shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

**E. COMPLIANCE WITH LAWS AND REGULATIONS.**

The EIRC and the County agree that they will at their own cost and expense promptly comply with, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the Project described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding the Project.

**F. NOTICES.**

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

**G. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to

the benefit of and shall be binding upon the County, the EIRC, and its respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The EIRC and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

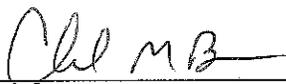
#### **H. EFFECTIVE DATE.**

This Shared Services Agreement shall be effective as of the 10<sup>th</sup> day of June, 2015, which date shall be considered the commencement date of this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party passed for that purpose; and EIRC has caused this Agreement to be signed by its properly authorized representative, and its seal affixed hereto, pursuant to a Resolution of said party passed for that purpose.

ATTEST:

COUNTY OF GLOUCESTER



CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD



ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

EDUCATIONAL INFORMATION AND  
RESOURCE CENTER





STEPHEN H. HOFFMAN - FELLOW OFFICER  
(PLEASE PRINT NAME AND TITLE)