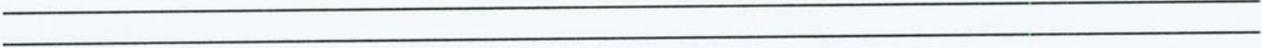


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SHARED SERVICES AGREEMENT

by and between the

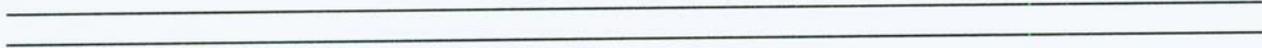
COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

**TO BID FOR A PRIVATE CONTRACTOR TO PROVIDE INTERNET CONNECTIVITY AND
TO SUPPLY SERVICE TO SPECIFIC COUNTY LOCATIONS**

Dated: April 19, 2017



Prepared by: Emmett E. Primas, Jr.,
Asst. County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement") dated April 19, 2017, by and between the County of Gloucester and the Gloucester County Improvement Authority will be effective April 19, 2017 and terminate on or before April 18, 2027, pursuant to Section D below.

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096; and
2. The Gloucester County Improvement Authority ("GCIA") is a local unit created by the County in 1963 pursuant to N.J.S.A. 40A:37A-44, et. seq. with offices at 109 Budd Boulevard, Woodbury, NJ 08096; and
3. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. (hereinafter the "Act"), specifically authorizes governing bodies and local government units to enter into agreements for the provision of shared services; and
4. The GCIA has a need to bid for internet connectivity services and the County has an urgent need due to the demise of the Educational Information and Resource Center and the temporary nature of the Camden County Educational Services Commission; and
5. Upon review of the bid results by the Administrator, Purchasing Agent, Director of Information Technology, County Counsel and/or any other necessary and appropriate County staff, the County reserves the right to reject the portion of the bid related to County locations and recommend to the GCIA not to contract for those services; and
6. The GCIA shall award the contract for the work to be performed by a private contractor under this Agreement pursuant to the bid specifications and in accordance with the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1, et. seq.).

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

Using economies of scale to reduce costs, this Agreement provides for the GCIA, in addition to its own connectivity needs, to work in cooperation with the County to solicit bids for symmetrical internet services and connectivity to any site connected to the County's network from the central core sites in Clayton and Clarksboro servicing the County's 911 service, EMS, the 24 Gloucester County police departments and all County

facilities which receive communication and network connectivity through this wide area network.

- B.** The GCIA shall, consistent with all applicable law, award contracts to the successful bidder and submit a monthly bill to the County for its portion of the services rendered by the private contractor for the provision of the services related to County's locations. The County reserves the right to reject the bid upon review and consultation of the bid results by the Administrator, Purchasing Agent, Director of Information Technology, County Counsel and/or any other necessary and appropriate County staff.

Upon assent by the County to the bid results for its locations, awarding of the bid by the GCIA, execution of a contract with the private contractor and the commencement of services, the GCIA will provide regular status updates to the County Department of Information Technology. Nothing in this Agreement will prohibit or prevent the Department of Information Technology from direct interaction with any private contractor providing service related to this Agreement.

C. PAYMENT.

The cost of services borne by the GCIA and the County shall be based on unit costs established by the bid specifications and responses by the successful bidder for the various service locations.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of ten (10) years from April 19, 2017 to April 18, 2027. Either party may terminate this Agreement prior to its expiration date in the event of breach by the other party or by the private contractor.

Notwithstanding any other provision of this Agreement, County may terminate this Agreement without cause if the County determines that such a termination is in the best interest of the County and there is no contract in place with a private contractor. County may do so effective immediately upon notice the GCIA.

E. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority to the GCIA by the County, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor GCIA intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

F. MUTUAL INDEMNIFICATION.

- (a) During the Term of this Shared Services Agreement, each party shall indemnify and shall hold the other, the members of their boards and officers, agents and employees harmless, and shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, imposed by law, which may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by the other in connection with the work described in this Agreement.
- (b) The County and GCIA agree as follows:
 - (i) The County shall give an authorized GCIA representative prompt written notice of the filing of any such claim, suit or action, and the GCIA shall give an authorized County representative prompt written notice of the filing of any such claim and the institution of each such suit or action;
 - (ii) Neither party, without the prior written consent of the other shall, adjust, settle or compromise any claim against any third party for a cause of action related to services under this Agreement; and

G. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

I. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the GCIA or County, in his or her individual capacity, and neither the officers, agents or employees of the GCIA or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

I. USE OF PRIVATE CONTRACTOR.

The GCIA will bid for and utilize the services of a private contractor to perform the services to be provided pursuant to this Agreement and shall award the contract(s) for such work in accordance with the Local Public Contracts Law.

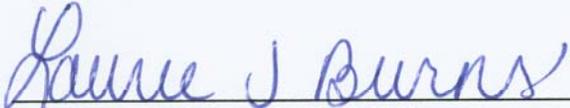
K. MISCELLANEOUS.

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 GCIA and their 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 GCIA 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 this state, including all matters of enforcement, validity and performance.

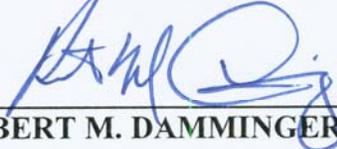
L. EFFECTIVE DATE.

This Agreement shall be effective as of the April 19, 2017.

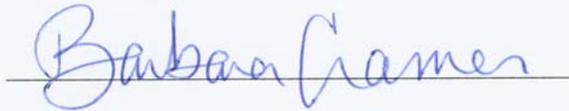
ATTEST:


LAURIE J. BURNS, CLERK

COUNTY OF GLOUCESTER


ROBERT M. DAMMING, DIRECTOR

ATTEST:



GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY


CHARLES FENTRESS, CHAIRMAN