

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Tenafly Board of Education COUNTY: Bergen

RECIPIENT: Borough of Tenafly COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Shared use of the Tenafly Board of Education's fiber optic cable infrastructure.

EFFECTIVE DATE: February 14, 2017

EXPIRATION DATE: February 14, 2020

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$187,000

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.

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R17-102

OFFERED BY: C. Haider

SECONDED BY: C. Park

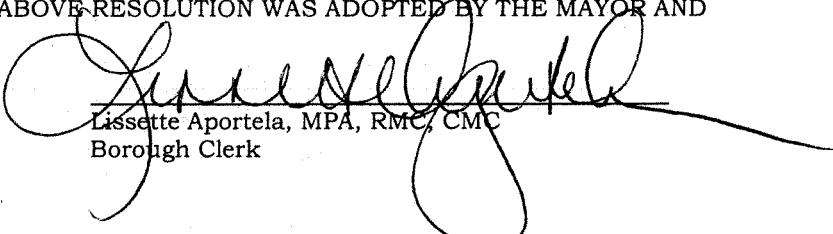
At a Regular Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on February 21, 2017.

WHEREAS, the Uniform Shared Services and consolidation Act (N.J.S.A. 40A:65-1 -1, et seq.) allows a municipality and school district to enter into a contract to provide any service which any of the parties on whose behalf such services are to be performed may legally perform for itself.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Tenafly, County of Bergen, New Jersey that it does hereby authorize the Mayor and Borough Clerk to execute a Shared Services Agreement for the use of the Tenafly Board of Education's Fiber Optic Cable Infrastructure as per the attached agreement.

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
BARZELATTO	√				PARK	√			
BASCH	√				STEFANOWICZ	√			
HAIDER	√				ZINNA	√			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON February 21, 2017


Lissette Aportela, MPA, RMC, CMC
Borough Clerk

I hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Borough of

Tenafly, N.J. on

February 21, 2017

Borough Clerk

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 14th day of February, 2017, between the TENAFLY BOARD OF EDUCATION, which has offices located at 500 Tenafly Road, Tenafly, New Jersey 07670, (hereinafter referred to as "the Board" or "the District"), and the BOROUGH OF TENAFLY, which has offices located at 100 Riveredge Road, Tenafly, New Jersey 07670 (hereinafter referred to as "the Borough") (hereinafter collectively referred to as the "Parties").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to procure any service which one of the parties to the agreement is empowered to render within its own jurisdiction including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, the Board and the Borough are both authorized to purchase and install a Fiber Optic Cable Infrastructure to service their respective buildings; and

WHEREAS, the Borough and the Board are of the opinion that the purchase, installation, and use of a Fiber Optic Cable Infrastructure can be more efficiently and economically provided, for the time being, if the Borough avails itself of the use of the Board's current Fiber Optic Cable Infrastructure; and

WHEREAS, the parties are desirous of entering into a Shared Services Agreement to permit the shared use of the Board's Fiber

Optic Cable Infrastructure, which is consistent with and permitted by the Uniform Shared Services and Consolidation Act; and

WHEREAS, the parties are desirous of memorializing the terms of their agreement;

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

I. OBLIGATIONS OF THE BOARD

The Board has agreed to allow use of: district fiber 2 strands (one pair) of single mode fiber, which connects the Smith School located at 101 Downey Drive, Tenafly, New Jersey 07670 to HS MDF Data Center located at 19 Columbus Drive Tenafly, New Jersey 07670; and 2 strands (one pair) of single mode fiber, which connects the Stillman School located at 75 Tenafly Road, Tenafly, New Jersey 07670 to HS MDF Data Center located at 19 Columbus Drive Tenafly, New Jersey 07670.

II. OBLIGATIONS OF THE BOROUGH

The Borough has contracted to install fiber to Smith School and Stillman School. Access to the Smith and Stillman School's Fiber Optic Infrastructure will not be permitted unless technology and/or B&G has first been notified and approves the access. The District agrees

to provide rack space to hold fiber paneling and equipment, as necessary.

III. DURATION

The right to use the District's Fiber Optic Infrastructure as described above shall commence at the point in time the fiber optic system becomes active, and shall continue for three years following execution of this Agreement. Any continued use beyond that initial three year period shall be permitted under the sole discretion of the Board, subject to the notice provisions contained in this agreement.

IV. PAYMENT PROCEDURES

The Borough agrees to reimburse the Board for any and all legal expenses incurred in the preparation and drafting of this Agreement. Such payment shall be made no later than 30 days following the execution of this Agreement.

V. REVOCACTION NOTICE

The Board reserves the right and sole discretion to revoke the Borough's use of its Fiber Optic Infrastructure at any time after the period set forth in Paragraph III of this Agreement, if the Board determines that such revocation is in the best interests of the District and its students. In the event the Board deems revocation to be appropriate, the Borough will be given

no less than 180 days' notice of the Board's intent to revoke access to the District's Fiber Optic Infrastructure.

VI. AGENCY

Except as expressly provided herein, the Board shall have no authority to act on behalf of or bind the Borough or to act as its general agent. Except as expressly provided herein, the Borough shall have no authority to act on behalf of or bind the Board or to act as its general agent.

VII. ANTI-COLLUSION

The Board warrants and represents that during the performances of services under this Agreement, no goods or services being recommended to be procured from third party vendors shall be solicited, secured, or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the Federal, State, and local laws and regulations will be adhered to including the prohibitions against paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any Board employee, official, or officer.

VIII. INDEMNIFICATION AND INSURANCE

- a. The Borough assumes all liability for, and agrees to indemnify and hold the Board and its agents,

servants, employees, students, guests, licensees and invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with this Agreement, including but not limited to any acts or omissions by the Borough, its agents, servants or employees related to the performance of the Borough's obligations under the terms of this Agreement.

- b. The Board assumes all liability for, and agrees to indemnify and hold the Borough and its agents, servants, and employees harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by the Board, its agents, servants or employees related to the performance of the Board's obligations under the terms of this Agreement.
- c. Both parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement.

IX. MERGER

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

X. MODIFICATION

This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

XI. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement, except by an instrument in writing signed by that party.

XII. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XIII. NOTICE

All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:

For the Board:

Mr. Yas Usami
Business Administrator/Board Secretary
Tenafly Board of Education
500 Tenafly Road
Tenafly, New Jersey 07670

For the Borough:

Ms. Lissette Aportela
Borough Clerk
Borough of Tenafly
100 Riveredge Road
Tenafly, New Jersey 07670

XIV. GOVERNING LAW

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court. **In the event of litigation, each Party waives whatever rights it may have to trial by jury.** In the

event of any breach of any provision of this Agreement, any party may seek relief by way of any remedy provided by law.

XV. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement or concerning the interpretation of this Agreement, the Parties agree to first attempt to mediate the dispute with the Executive County Superintendent of the County of Bergen prior to initiating any legal action.

XVI. ASSIGNMENT

Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

XVII. SECTION HEADINGS

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

XVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, which, taken together, shall constitute one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

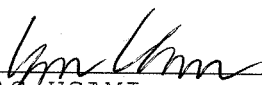
XIX. PUBLIC INSPECTION

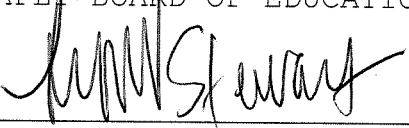
Each party shall maintain a copy of this Agreement on file at their offices, which shall be open to the public for inspection.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

ATTEST:

TENAFLY BOARD OF EDUCATION

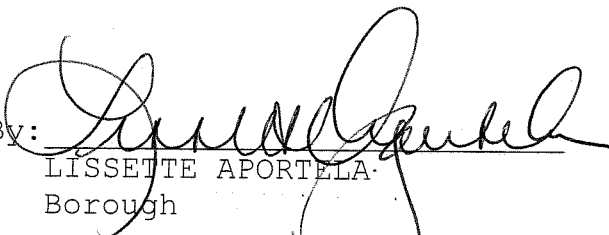
By: 
YAS USAMI
Business Administrator/
Board Secretary


By: 
LYNNE W. STEWART
Board President

DATED: 2/14/17

DATED: 2/14/17

BOROUGH OF TENAFLY

By: 
LISSETTE APORTELA
Borough

By: 
PETER RUSTIN
Mayor

DATED: 2/21/17

DATED: 2/21/17