



DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: TOWNSHIP OF WOODBRIDGE COUNTY: Middlesex

RECIPIENT: Free Public Library of WOODBRIDGE COUNTY: Middlesex

BRIEF DESCRIPTION OF SERVICE:

Telephone & internet services through fiber cable.

EFFECTIVE DATE: 9/21/18

EXPIRATION DATE: 9/20/19

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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
FREE PUBLIC LIBRARY OF WOODBRIDGE TOWNSHIP
AND THE TOWNSHIP OF WOODBRIDGE FOR THE PROVISION OF
TELEPHONE AND INTERNET SERVICES THROUGH FIBER CABLE**

THIS AGREEMENT ("AGREEMENT") is made by and between the FREE PUBLIC LIBRARY OF WOODBRIDGE, a body corporate and politic of the State of New Jersey having its Main Branch at One George Fredrick Plaza, Woodbridge, New Jersey 07095-2598 (the "Library"), and the TOWNSHIP OF WOODBRIDGE, a body corporate and politic of the State of New Jersey, having offices at One Main Street, Woodbridge, New Jersey 07095 (the "Township"), (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, it is more efficient and less expensive in the long term, for the Library to obtain voice over internet telephone services and internet access through the Township's fiber optic cable; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, permit units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, and

WHEREAS, both the library and the Township are desirous of entering into an agreement with respect to the provision of such services pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*; and

WHEREAS, the Library and the Township desire to work jointly to provide voice over internet telephone services and internet services through the Township fiber optic cable to the Library, as more fully set forth in this Shared Services Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Duties of the Township.

- A. Effective retroactively, beginning on September 21, 2018, the Township shall provide telephone services and internet service to the Library and all facilities owned or operated by the Library through its optic fiber cable.
- B. The Township shall maintain the phone and internet lines to the Library and all facilities owned or operated by the Library, but the Library will be responsible for all costs associated with such maintenance.
- C. The Township shall cooperate fully with the Library to ensure the efficient and

continuous operation of the Library's telephone and internet services through its fiber cables.

2. Duties of the Library:

- A. The Library, to the extent that it is entitled to E-rate funds under the law, shall make any and all applications for such funding.
- B. The Library shall cooperate fully with the Township to facilitate the installation of the internet fiber optic cables throughout its facilities.
- C. The Library shall cooperate fully with the Township's requests pertaining to access of the fiber optic cable within its facilities. Said access shall not be unreasonably denied.
- D. The Library shall pay any and all costs associated with the maintenance of its voice, data, and video services.

3. Effective Date and Term. This Agreement shall become effective for one (1) year upon its execution, following the Parties' adoption of resolutions approving the terms and conditions of this Agreement.

4. Limitation of Liabilities. The Library and the Township hereto agree to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, officials, employees or agents arising from the execution, performance and existence of this Agreement. Such obligation of both Parties as set forth in this section shall survive the expiration or termination of this Agreement. The Parties shall be liable to each other for their own actions to the extent and pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et. seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et. seq..

5. Compliance with Law. Each Party is responsible for compliance with such statute, rules and regulations as may be applicable during the term of this Agreement.

6. Counterparts. This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.

7. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolutions duly adopted by the governing bodies of each of the Parties.

8. Provisions of Law. All provisions of law which are not enumerated in this Agreement, but which are required to be made a part of it are hereby deemed incorporated herein.


9. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

10. Transferability of Interest. Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the written consent of the other Party.

IN WITNESS WHEREOF, the parties have, through the appropriate officials thereof, executed and sealed this agreement on this 1 day of November, 2018.

ATTEST:


FREE PUBLIC LIBRARY OF WOODBRIDGE

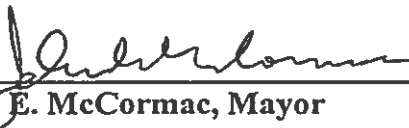
By: 

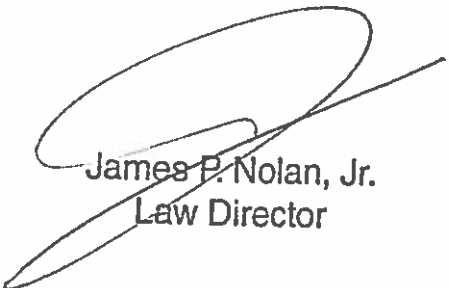
By: 
Monica Eppinger, Library Director

ATTEST:

TOWNSHIP OF WOODBRIDGE

By: 
John M. Mitch, Municipal Clerk

By: 
John E. McCormac, Mayor


James P. Nolan, Jr.
Law Director