

SHARED SERVICES AGREEMENT

BETWEEN

THE TOWNSHIP OF MONROE

AND

THE TOWNSHIP OF MONROE BOARD OF EDUCATION

FOR

PURCHASE OF BROADCAST SERVER AND ANNUAL CLOUD-BASED VIDEO ON-DEMAND SERVICES

THIS AGREEMENT is made this 5th day of MARCH, 2024, between the **Township of Monroe** (the "Township") with an address at 1 Municipal Plaza, Monroe, New Jersey 08831 and the **Township of Monroe Board of Education** (the "Board of Education") with an address at 423 Buckelew Avenue, Monroe Township, New Jersey 08831 (collectively the "Parties" and, individually, as a "Party").

WITNESSETH:

WHEREAS, the Board of Education and the Township seek to collaborate for the joint provision of a new broadcast server as well as cloud-based video on-demand services, which shall include technical support services, ("Cloud/VOD Services"), to be utilized mutually by both the Board of Education and the Township;; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., the Parties desire to enter into this Shared Services Agreement for Cloud/VOD Services provided by Castus TV, which shall include technical support, and the arrangement for physical storage of the new server on the property of the Board of Education.

NOW, THEREFORE, in consideration of the mutual and joint obligations set forth herein and other valuable consideration, the Township and the Board of Education do hereby mutually agree as follows:

1. **Services Description:** The Township will procure the new Broadcast Server and Cloud/VOD Services from Castus TV, for the mutual benefit of both Parties. This includes one-time upfront costs for hardware and Cloud VOD set-up services. Both parties will equally share any and all additional fees or costs that arise under the agreement with Castus TV for updates/repairs to the broadcast server and Cloud/VOD Services, which are not specifically anticipated in this Agreement. Furthermore, both Parties, as outlined in this Agreement, mutually agree to adhere to the indemnification provisions set forth herein.

2. **Upfront Costs:** The Township agrees to pay the one-time upfront costs for hardware and Cloud VOD set-up services, which are currently approximated to total Thirty-Six Thousand Five Hundred Dollars and 00/100 (\$36,500.00).

3. **Location of Server:** The server for the Cloud/VOD Services shall be physically stored and maintained on the property of the Board of Education. The specific location for the server within the Board's property will be designated by the Board of Education, subject to

consultation with and reasonable input from the Township. The Board of Education shall be solely responsible for the physical security of the server.

4. Annual Costs and Reimbursement:

a. The Township agrees to pay the annual fee for the Cloud/VOD Services, anticipated to be approximately Seven Thousand Dollars and 00/100 (\$7,000.00) per year. The Board of Education agrees to reimburse the Township fifty percent (50%) of the annual fee for the Cloud/VOD Services, amounting to approximately Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) per year. This reimbursement is due within thirty (30) days of the start of each annual term, or, if an invoice is issued by the Township, within thirty (30) days of the invoice date.

b. The Parties acknowledge that the annual fee for the initial annual contract year is anticipated to be Three Thousand Nine Hundred Ninety-Nine Dollars 00/100 (\$3,999.00), reflecting a promotional discount by Castus TV in the first year of technical support. Thus, the Board of Education agrees to reimburse the Township a total of \$1,999.50 for the initial annual contract year.

5. Access and Use: The Board of Education shall ensure that the Township has continuous and uninterrupted direct access to the server through Cloud services to post content relevant to the Township and for receiving ensuing technical service from Castus TV, throughout the entire term of this Agreement. In the event of any technical issues or interruptions in access, particularly those arising from the physical storage or maintenance of the server, the Board of Education commits to promptly address and resolve such issues to restore access as quickly as possible. The Board of Education shall notify the Township immediately upon becoming aware of any such issues and shall provide regular updates until the issue is fully resolved. Additionally, the Board of Education shall implement reasonable preventative measures to minimize the risk of such interruptions.

6. Term:

Pursuant to N.J.S.A. 40A:65-7(a)(4), the terms of this Shared Services Agreement shall commence upon the final execution of the Agreement by the duly authorized representatives of all Parties (the "Effective Day"), and the Agreement shall continue for six (6) years from the Effective Day, as required by N.J.A.C. 5:23-4.6(b)(2).

7. Indemnification: Each party shall defend, indemnify, protect, and save harmless the other party, including its agents, servants, and employees, from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the performance of any services, actions, or operations in connection with this Agreement or any breach or default of this Agreement by the indemnifying party. This indemnification obligation is subject to any specific provisions and limitations set forth elsewhere in this Agreement.

8. Miscellaneous:

a. **Notices.** All notices under this Agreement shall be given in writing and delivered to the Parties at their respective addresses, or as otherwise directed in writing.

b. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time, shall not be deemed a waiver of such term,

covenant, or condition at any other time, nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

c. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

d. **Assignment and Successors.** No party shall assign its respective interests in this Agreement, without the written consent of all Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors and assigns.

e. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled pursuant to the laws of the State of New Jersey by arbitration in accordance with the rules, then existing, of the American Arbitration Association or similar arbitrator and judgment upon an award rendered pursuant to such arbitration may be entered in any court in the State of New Jersey having jurisdiction thereof. In the event of a conflict between the Rules of the American Arbitration Association or any other chosen arbitrator and any Statute of the State of New Jersey, the parties agree to be bound by the laws of the State of New Jersey.

f. **Execution.** Pursuant to N.J.A.C. 5:23-4.6(b), this signed Agreement shall be forwarded to the State of New Jersey, Department of Community Affairs, Division of Local Government Services for informational purposes only.

g. **Filing.** Pursuant to N.J.A.C. 5:23-4.6(b), this signed Agreement shall be forwarded to the State of New Jersey, Department of Community Affairs, Division of Local Government Services for informational purposes only.

h. **Entire Agreement and Severability.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and no alterations, changes or additions hereto shall be made except in writing and approved by formal action of all Parties. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect, and shall be construed to give effect to the intent of the Parties hereto.

i. **Association.** The Parties acknowledge and agree that they are associated only for the purposes set forth in this Agreement, and that each is a public entity separate and distinct from the other operating under distinct statutory schemes for different purposes.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Township and the Board of Education cause this Agreement to be executed by their proper corporate officials and their proper corporate seals to be affixed this day and year above written.

ATTEST:


CHRISTINE ROBBINS
MUNICIPAL CLERK

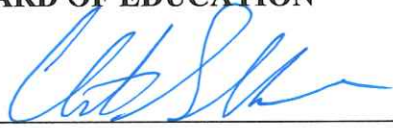
TOWNSHIP OF MONROE

By: 
STEPHEN DALINA, MAYOR

ATTEST:


LAURA ALLEN
SECRETARY

MONROE TOWNSHIP
BOARD OF EDUCATION

By: 
CHRISSY SKURBE
BOARD PRESIDENT