

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Borough of Madison COUNTY: MORRIS

RECIPIENT: Township of Berkeley Heights COUNTY: UNION

BRIEF DESCRIPTION OF SERVICE:

Shared information Technology Services

EFFECTIVE DATE: 1/1/16

EXPIRATION DATE: 12/31/16

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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  
WITH THE Township of Berkeley Heights**

**SHARED INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT is made this 1<sup>st</sup> day of January 2016, by and between the **BOROUGH OF MADISON**, a Municipal Corporation of the State of New Jersey (“Madison”), having an office at 50 Kings Road, Madison, New Jersey and the **Township of Berkeley Heights**, a Municipal Corporation of the State of New Jersey (“Berkeley Heights”), having an office at 29 Park Avenue, Berkeley Heights, New Jersey 07055.

**WITNESSETH**

**WHEREAS**, Madison and Berkeley Heights (collectively referred to as the “Parties”) seek to enter into a Shared Services Agreement (“Agreement”) pursuant to the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*); and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*) authorizes and empowers the Parties to enter into this Agreement; and

**WHEREAS**, the Parties have adopted Resolutions and/or Ordinances to authorize this Agreement; and

**WHEREAS**, this Agreement provides for certain Information Technology Support Services (“IT Support”) to be provided by Madison to Berkeley Heights in accordance with the terms and conditions set forth herein; and

**WHEREAS**, this Shared Services Agreement is subject to resolutions of the Governing Bodies of Madison and Berkeley Heights approving same; and

**WHEREAS**, the Parties have filed a copy of this Agreement with the Division of Local Government Services in the Department of Community Affairs pursuant to (C:40A:65-4);

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth,

the Parties agree as follows:

1. Madison shall provide Berkeley Heights with up to six (6) hours of IT Support per day, subject to existing work load obligations.

2. The IT Support would be delivered either on site or remotely, depending upon the nature and immediacy of the problem.

3. Berkeley Heights will be billed on a monthly basis for the IT Support as follows:

- \$510 base charge monthly
- \$76.50 an hour for remote access sessions or phone support in excess of 15 minutes taking place during "normal business hours," defined as between 8:30 AM and 5:00 PM, Monday through Friday.
- \$102 an hour with a 1 hour minimum for remote access sessions or phone support taking place outside of normal business hours, or on Holidays or weekends.
- \$76.50 an hour with a one hour minimum for on-site sessions taking place during normal business hours.
- \$102 an hour with a two hour minimum for on-site sessions taking place outside of normal business hours, or on Holidays or weekends.

Madison shall provide Berkeley Heights with monthly documentation of the IT Support services rendered.

4. The IT Support provided by Madison to Berkeley Heights, consistent with the terms herein shall be as follows:

- a. Responding to workstation and network problems and making necessary repairs;
- b. Providing general desktop support, and facilitating use of vertical applications;
- c. Maintaining anti-virus, spyware and other intruder detection software;
- d. Overseeing nightly back-up systems;
- e. Assisting with the purchase of computer supplies and equipment; and
- f. Prioritizing and scheduling work accordingly, as needed.

5. This Agreement shall commence on or about January 1, 2016 and will end on December 31, 2016.

6. Either party may cancel this Agreement upon thirty (30) days written notice to the other.

7. The Parties can agree to renew this Agreement upon thirty (30) days written notice prior to the expiration of the Agreement.

8. **Insurance.** The Parties shall provide insurance coverage naming each other as additional insured for the use of each other's equipment and facilities. The Parties shall submit proof of and maintain liability insurance in the amount of at least one million (\$1,000,000) dollars upon the execution of the Agreement and the duration of same.

9. **Assignment.** The Parties shall retain the work under their respective control and shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

10. **Indemnification.** The Parties shall indemnify and hold each other, all representatives thereof, harmless from and against any and all claims, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.

11. **Confidentiality.** The Parties acknowledge that all information, data, strategies, positions and the like, which the IT support personnel may be exposed to or gain knowledge of by virtue of this Agreement is confidential in nature and shall not be disseminated to the other party to this Agreement or any third party, except only as required by law or order of court.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or

to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

14. **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 of any right which is not explicitly waived in this Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.

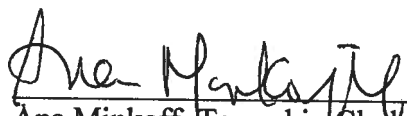
16. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**IN WITNESS HEREOF**, the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

\_\_\_\_\_  
Elizabeth Osborne, Borough Clerk

ATTEST:

  
\_\_\_\_\_  
Ana Minkoff, Township Clerk

**BOROUGH OF MADISON**

By:

\_\_\_\_\_  
Robert H. Conley, Mayor

**Township of Berkeley Heights**

By:

  
\_\_\_\_\_  
Robert Woodruff, Mayor

19-2016

Agenda Item No.: 18

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**WHEREAS**, the Township of Berkeley Heights is in need of information technology support services ("IT Services"); and

**WHEREAS**, the Township of Berkeley Heights and the Borough of Madison negotiated a shared services agreement for the provision of IT Services; and

**WHEREAS**, the Township of Berkeley Heights and the Borough of Madison wish to enter into an agreement for the provision of IT Services for the Township; and

**WHEREAS**, the Township is authorized to enter into this Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*; and

**WHEREAS**, the Township and the Borough of Madison have negotiated an Shared Services Agreement for Shared Information Technology Services, which is attached hereto and made a part hereof; and

**WHEREAS**, the Township Council of the Township of Berkeley Heights find it to be in the best interest of the Township and its residents to enter into this Shared Services Agreement with the Borough of Madison for the provision of IT Services for the Township.

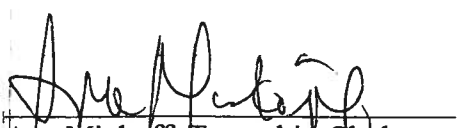
**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Shared Services Agreement for Shared Information Technology Services with the Borough of Madison for the provision of information technology support services for the Township be and hereby is approved; and that the Mayor and Township Clerk are authorized and directed to executed the attached Contract.

**BE IT FURTHER RESOLVED** that the appropriate Township officials are hereby authorized to take any and all action required to complete this Shared Services Agreement.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law, and the adoption of the appropriate mechanism approving the Shared Services Agreement adopted by the Borough of Madison.

**APPROVED** this 1st day of January, 2016.

**ATTEST:**

  
Ana Minkoff, Township Clerk

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
D'AQUILA	✓			
DELIA	✓			
FAECHER	✓			
KINGSLEY	✓			
PASTORE	✓			
PIRONE	✓			
TIE:				
MAYOR WOODRUFF				