

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Butler COUNTY: Morris

RECIPIENT: Butler Board of Education COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Computer Technical Support and Technology Services Support

EFFECTIVE DATE: Sep 1, 2014

EXPIRATION DATE: Jun 30, 2015

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
Computer Tech Support

THIS AGREEMENT made this 23rd day of October, in the year Two Thousand and Fourteen, by and between Butler Board of Education (hereinafter referred to as "Board"), and the Borough of Butler (hereinafter referred to as the "Borough");

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 subcontract 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 has reviewed its technology needs as well as its current resources and personnel and has found it cost effective to subcontract for certain technology services through the implementation of an Interlocal Services Agreement with the Borough; and

WHEREAS, the Borough is authorized to provide the services of an on-site computer technical support personnel and technology support services for the respective entities; and

WHEREAS, the parties are desirous of entering into an Interlocal Services Agreement (hereinafter "Agreement") which would authorize the Borough to provide the services of an on-site technician and technology support services to the Board; and

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

1. Services to be Performed

The Borough agrees to provide computer technical support personnel and technology support services to the Board.

2. Scope of Performance

a. The areas of service shall include:

1. Server administration;
2. Server setup and reconfiguration;
3. Network punch down and wiring;
4. VoIP consultation;
5. Network printing server management;
6. Hardware and software support;
7. Run additional WAPs at Butler High School; and
8. Technology related systems and devices.

b. The Borough shall provide an on-site technician to the Board up to 100 hours for the 2014-15 school year.

3. Costs

a. The Board of Education shall pay to the Borough \$50 per hour for these services for a total amount not exceed \$5,000 for the duration of this Agreement. The Borough shall submit to the Board a signed voucher for payment on a monthly basis.

4. Duration

a. This Agreement shall commence on September 1, 2014 and shall end on June 30, 2015. Either party may terminate this Agreement, without cause, upon 30 days written notice to the other party.

5. Indemnification and Insurance

a. Each party assumes all liability for, and agrees to indemnify and hold the other party 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, any acts or omissions by the party, its agents, servants or employees related to the performance of its obligations under the terms of this Agreement.

- b. 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 and cause the other party to be designated on its policy as an additional insured.
- c. The on-site technician provided by the Borough is not to be considered or deemed an agent, servant or employee of the Board for any purpose. The Board does not exercise behavioral or financial control of him/her.

6. Modification

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

7. 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.

8. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey.

9. 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.

10. Counterparts

This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but 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.

11. Public Inspection

A copy of this document shall be available for public inspection at the offices of both parties immediately after passage of a resolution to become a party to the Agreement in accordance with N.J.S.A. 40A:65-5(b).

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:

BUTLER BOARD OF EDUCATION

By: Barbara Murphy 10-22-14

Barbara Murphy
Business Administrator/
Board Secretary

By: Matthew Lee

Matthew Lee
Board President

BOROUGH OF BUTLER

By: Mary O'Keefe

Mary O'Keefe
Borough Clerk

By: James Lampmann

James Lampmann
Borough Administrator