

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Madison COUNTY: Morris County

RECIPIENT: Township of Berkeley Heights COUNTY: Morris County

BRIEF DESCRIPTION OF SERVICE:

Information Technology Services

EFFECTIVE DATE: February 11, 2014

EXPIRATION DATE: December 31, 2014

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
WITH THE TOWNSHIP OF BERKELEY HEIGHTS**

SHARED INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is made this 11th day of February 2014, 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. Total hours would not exceed twenty (20) hours per month, nor 250 hours annually.
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 at an hourly rate of \$66.00, for a total amount not to exceed \$16,500.00. Weekend and evening hours would be billed at \$90.00 per hour. 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, 2014 and will end on December 31, 2014.
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

BOROUGH OF MADISON

By:

Robert H. Conley, Mayor

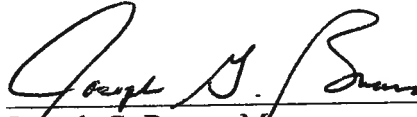
ATTEST:



Ana Minkoff, Township Clerk

TOWNSHIP OF BERKELEY HEIGHTS

By:



Joseph G. Bruno, Mayor