

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: BOROUGH OF HAMBURG COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

COMPUTER MAINTENANCE SERVICES

EFFECTIVE DATE: SEPTEMBER 1, 2013

EXPIRATION DATE: DECEMBER 31, 2016

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 SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF HARDYSTON
AND THE BOROUGH OF HAMBURG
FOR COMPUTER MAINTENANCE SERVICES**

THIS AGREEMENT is entered into the latter of the dates on the signature page by and between:

THE TOWNSHIP OF HARDYSTON

a municipal corporation of the State of New Jersey
with offices located at 149 Wheatsworth Road,
Hardyston, New Jersey 07419

(hereinafter "Provider")

AND

THE BOROUGH OF HAMBURG

a municipal corporation of the State of New Jersey
with offices located at 16 Walkill Avenue,
Hamburg, New Jersey 07419

(hereinafter "Recipient")

WITNESSETH

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

1. The Provider is hereby designated as the agent of the Recipient, to provide computer maintenance services.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient. Any addition shall be by amendment to this Agreement.

B. Responsibility

1. At all times, the Provider shall maintain responsibility for and control over the personnel hired to provide the services. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Township Manager of the Provider shall handle any public comments involving the provision of computer maintenance services.

C. Supervision and Director of Staff

1. The Computer Specialist, furnished by the Provider, shall be responsible for all computer maintenance services and shall direct and supervise all activities and employees performing such services.

2. Provider shall furnish appropriate clerical support staff, as needed and as determined by its Township Manager, and in conjunction with the provision of computer maintenance service.

D. Designation as Computer Specialist

Provider shall designate the Computer Specialist(s).

ARTICLE II: ACTIVITIES

A. Services to be Performed

1. Computer maintenance services including annual general maintenance, review of licensing, virus protection and programming, budget and maintenance guidance, and recommendations for system software and hardware upgrading for the Recipient.
2. Computer maintenance services including annual general maintenance, review of licensing, virus protection and programming, budget and maintenance guidance, and recommendations for system software and hardware upgrading for the Recipient's Police Department.
3. System management of Cisco phone system.

B. Hours of Operation

Computer maintenance services to be performed shall be scheduled at the discretion of the Township's Computer Specialist. It is understood by the parties that computer maintenance services for the Recipient's Police Department shall be available on a 24/7 basis.

ARTICLE III: EMPLOYEES

A. Licensed Personnel and Staff

1. The Provider shall furnish personnel and support staff as needed.
2. The Provider may employ subcontractors and/or contract with third party entities, to supply and services for which the Provider does not have qualified in-staff personnel or in the event additional services are specifically requested by Recipient. There will be no additional cost to the Recipient, if such services are contracted for by the Provider, except those services needed to meet demands of the Recipient that exceed the demands contemplated at the time the agreement was entered. If additional services are requested by Recipient, the cost of such services shall be borne by the requesting Recipient.

ARTICLE IV: REPORTS

1. Annual: The Computer Specialist shall furnish the Provider and the Recipient with an annual report of services rendered to each respective municipality.

2. Periodic: Periodic reporting of activities shall be made by the Computer Specialist, upon request by the Township Manager/Administrator of the Provider and/or the Recipient.

ARTICLE V: PROPERTY ARRANGEMENTS

A. Costs Shared Equally

ARTICLE VI: PAYMENTS AND COMPENSATION

- A. For the term of this agreement, commencing September 1, 2013, Recipient costs for all Computer Maintenance Services provided shall be assessed as follows:

Payment from Recipient to Provider:

September 1, 2013 – December 31, 2013:	\$1,583.33 (based on \$4,750 annum)
January 1, 2014 – December 31, 2014:	\$4,750.00
January 1, 2015 – December 31, 2015:	\$4,868.75 (represents 2.5% increase)
January 1, 2016 – December 31, 2016:	\$4,990.47 (represents 2.5% increase)

The payment shall be due on a quarterly basis on April 1, July 1, October 1 and December 1 of each calendar year, beginning October , 2013.

There shall be an additional charge of \$75 per hour for all services related to troubleshooting or emergency services as requested by the Borough and shall be billed on a quarterly basis by invoice.

- B. During the life of this Agreement, the costs of all equipment acquired specifically for computer maintenance services shall be the responsibility of the Provider, except that the Recipient shall be responsible for the payment of all necessary software and licensing fees for the purposes to integrate its information in a format compatible with the system used by the Provider. These costs shall be paid either directly by Recipient to the vendor or shall be paid to the Provider by April 1st of each year, if necessary.
- C. **Payment Obligation:** Failure of the Recipient to pay the contribution to the Provider shall result in a five percent (5%) late penalty as well as interest to accrue at the rate of six percent (6%) per annum.

ARTICLE VII: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE

A. Term

The term of this Agreement shall be for a term of three years four months consecutive beginning on or about September 1, 2013 and terminating on or about December 31, 2016.

B. Termination

A participating party may terminate such participation pursuant to this Agreement, effective January 1st of any calendar year during the life to this Agreement by providing written notice to the other municipality on or before November 1st of the prior calendar year by way of certified mail to the Clerk of the respective municipality. In the event of termination of this Agreement, the Recipient shall pay their share of expenses and costs associated with the withdrawal and termination of the Agreement.

C. Insurance: Indemnification

The Provider shall maintain in full force and effect during the term of this Agreement, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Recipient shall be named as an additional insured providing same is authorized by Statewide Insurance Fund.

The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Recipient or the Recipient's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS:

TOWNSHIP OF HARDYSTON

BY: Jane Bakalarczyk
Jane Bakalarczyk, Township Clerk

BY: Leslie Hamilton
Leslie Hamilton, Mayor
Dated: 8-27-13

WITNESS:

BOROUGH OF HAMBURG

BY: Doreen Schott
Doreen Schott, Borough Clerk

BY: Paul Marino
Paul Marino, Mayor
Dated: