

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

PROVIDER: Bedminster Township COUNTY: Somerset

RECIPIENT: Far Hills Borough COUNTY: Somerset

**BRIEF DESCRIPTION OF SERVICE:**

Bedminster Township and Far Hills Borough share their IT Manager. The employee works for Bedminster Township and works a 35-hour week, with 32 hours spent in Bedminster and 3 hours spent in Far Hills weekly. Far Hills hopes to expand the hours in the future with 2016 being a trial period for the service.

EFFECTIVE DATE: March 1, 2016

EXPIRATION DATE: December 31, 2016

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT

No cost savings in 2016 but better service is attained with an on-site employee on a weekly basis rather than an off-site vendor.

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 BETWEEN  
THE BOROUGH OF FAR HILLS AND THE TOWNSHIP OF BEDMINSTER  
FOR THE PROVISION OF AN IT MANAGER**

**THIS SHARED SERVICES AGREEMENT** (hereinafter "Agreement") is made on this 29<sup>th</sup> day of February, 2016 by and between the Borough of Far Hills, a municipal corporation of the State of New Jersey (hereinafter "Borough"), with offices located at 6 Prospect Street, Far Hills, New Jersey 07931 and the Township of Bedminster, a municipal corporation of the State of New Jersey (hereinafter "Township"), with offices located at One Miller Lane, Bedminster, New Jersey 07921.

**WHEREAS** the Borough and the Township are presently investigating and engaging in discussions regarding a potential Shared IT Manager Agreement; and

**WHEREAS** the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a Shared Services Agreement; and

**WHEREAS** the Borough and Township agree that it makes financial and geographical sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

**WHEREAS** the Borough and Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act;

**NOW, THEREFORE**, in consideration of mutual promises and covenants of each to the other, and for other good and valuable consideration, the parties do hereby agree as follows:

**I. SCOPE OF SERVICES**

Township's IT Manager (hereinafter "IT Manager") will work a 35 hour work week and will spend approximately 32 hours a week in the Township location and approximately 3 hours a week at the Borough location, some of which may be performed remotely, as needed. Services to be provided:

- Desktop support for all Borough offices
- Server administration
- Network administration and security
- Communication with vendors for hardware and application support
- Other IT and computer projects as identified
- Remote support/24 hours

## II. PAYMENT

Township will pay IT Manager directly and Township will invoice the Borough on a monthly basis and Borough will pay Township all invoices within 30 days of receipt. The total work hours for IT Services will be reviewed on an annual basis.

## III. TERM

The term of this agreement shall commence February 29, 2016 and shall continue for an indefinite period subject to either party terminating the agreement for any reason upon 30 days written notice to the other. Both Township and Borough will adopt resolutions approving the agreement by February 29, 2016.

## IV. EMPLOYEE COMPENSATION AND INSURANCE

IT Manager shall be paid his/her salary by the Township and shall remain an employee of Township and his/her salary and benefits shall be determined by Township.

## V. INSURANCE AND INDEMNIFICATION

A. GENERAL LIABILITY. Borough shall maintain insurance in the amount of \$5,000,000 per occurrence/annual aggregate for bodily injury liability and property damage liability, and include the Township as an additional insured for the time during which the IT Manager, a Township employee, is working at the Borough Municipal Building.

B. AUTO LIABILITY/PHYSICAL DAMAGE. As the IT Manager will be a Township employee driving a Township vehicle from the Township's Municipal Building to the Borough's Municipal Building when doing work for Far Hills Borough, the Township shall provide and maintain insurance in the amount of \$5,000,000 in auto liability for its vehicle which is to cover auto physical damage, and include the Borough as an additional insured.

C. WORKERS COMPENSATION. The IT Manager will be a full-time employee of the Township. As such, the Township shall be responsible for maintaining Workers Compensation and Employers Liability.

D. Evidences of the above-referenced insurance policies shall be provided to the other party.

E. INDEMNIFICATION/HOLD HARMLESS. The parties shall mutually indemnify and hold each other harmless from all claims, including attorney's fees and costs, arising out of performance of duties by IT Manager for each municipality pursuant to the terms of this Agreement.

## **VI. AUTHORIZATION**

Each municipality represents that the execution, delivery and performance of this agreement has been authorized by its respective governing body, does not require any consent, approval or referendum of the voters, and does not violate any judgment, order, law or regulation applicable to either municipality.

## **VII. TERMINATION**

Either party may terminate this Agreement at any time upon 30 days written notice to the other party. Upon termination of this Agreement, either party may individually appoint or continue the appointment of the IT Manager for such services, not subject to the terms of this Agreement.

## **VIII. MISCELLANEOUS**

### **A. Intent of Agreement**

It is the intent and purpose of this agreement that while the IT Manager shall at all times remain an employee of Township, he/she shall discharge all the duties of an IT Manager for Borough at no additional cost to Township for expenses relating to the Borough office. (i.e. computer, software, office supplies, etc.) In the event of the incapacity or inability of IT Manager, for whatever reason, to perform the duties called for herein, neither Township nor IT Manager shall be liable for any loss or expense of Borough attributable to such incapacity or inability.

### **B. Entire Agreement**

This agreement constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

### **C. Notice**

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt requested, and addressed to the party as set out below or to such other address as the party may have specified by notice given in writing to the other party.

BOROUGH OF FAR HILLS  
Municipal Building  
6 Prospect Street, P.O. Box 249  
Far Hills, NJ 07931

TOWNSHIP OF BEDMINSTER  
Municipal Building  
1 Miller Lane  
Bedminster, NJ 07921

### **D. Modifications**

This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties hereto.

**E. Headings**

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this Agreement.

**F. Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

**G. Waiver**

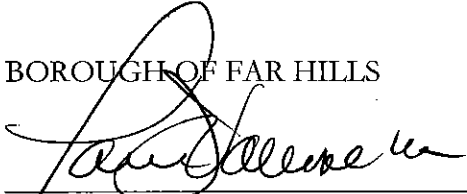
It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, we do hereby agree to the within on this 29<sup>th</sup> day of February, 2016.

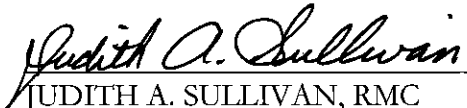
Attest:

  
DOROTHY S. HICKS, RMC  
BOROUGH CLERK

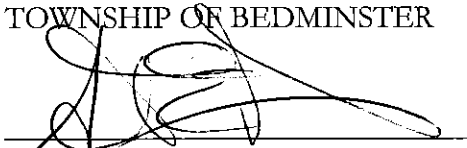
BOROUGH OF FAR HILLS

By   
PAUL J. VALLONE, MD, Mayor

Attest:

  
JUDITH A. SULLIVAN, RMC  
TOWNSHIP CLERK

TOWNSHIP OF BEDMINSTER

By   
STEVEN E. PARKER, Mayor

**BOROUGH OF FAR HILLS  
RESOLUTION 16-153  
AUTHORIZING A SHARED SERVICES AGREEMENT  
INFORMATION TECHNOLOGY (IT) MANAGER**

**WHEREAS**, the Borough of Far Hills ("Borough") and the Township of Bedminster ("Township") have expressed an interest in identifying ways to share services for the mutual benefit of their respective communities; and

**WHEREAS** the Borough and the Township are presently investigating and engaging in discussions regarding a Shared IT Manager Agreement; and

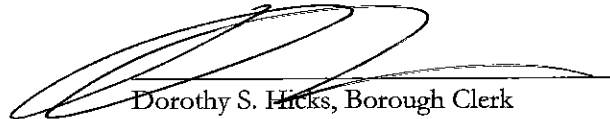
**WHEREAS** the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a Shared Services Agreement; and

**WHEREAS** the Borough and Township agree that it makes financial and geographical sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

**WHEREAS** the Borough and Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Borough Council of the Borough of Far Hills, Somerset County, in consideration of mutual promises and covenants of each to the other, and for other good and valuable consideration, do hereby agree to the attached Shared Services Agreement between the Borough and the Township for the provision of a Shared IT Manager.

I certify this is a true and exact copy  
of a resolution adopted by the  
Far Hills Borough Council on 2/22/16.

  
Dorothy S. Hicks, Borough Clerk

**TOWNSHIP OF BEDMINSTER  
RESOLUTION No. 2016-033**

**AUTHORIZING A SHARED IT MANAGER  
WITH FAR HILLS BOROUGH**

**WHEREAS**, the Borough of Far Hills (“Borough”) and the Township of Bedminster (“Township”) have expressed an interest in identifying ways to share services for the mutual benefit of their respective communities; and

**WHEREAS** the Borough and the Township are presently investigating and engaging in discussions regarding a Shared IT Manager Agreement; and

**WHEREAS** the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, permits and provides for a mechanism for contracting between local units by entry into a Shared Services Agreement; and

**WHEREAS** the Borough and Township agree that it makes financial and geographical sense for the parties hereto to enter into a Shared Services Agreement for the provision of such services; and

**WHEREAS** the Borough and Township agree that their mutual public purposes and best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act;

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and Township Committee of the Township of Bedminster, Somerset County, in consideration of mutual promises and covenants of each to the other, and for other good and valuable consideration, do hereby agree to the attached Shared Services Agreement between the Borough and the Township for the Provision of a Shared IT Manager.

**ATTEST:**

BY: Judith A. Sullivan  
Judith A. Sullivan, RMC  
Township Clerk

**BEDMINSTER TOWNSHIP  
COMMITTEE:**

BY: [Signature]  
Steven E. Parker, Mayor

**CERTIFICATION**

I, **JUDITH A. SULLIVAN**, Township Clerk of the Township of Bedminster in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee of the Township of Bedminster at a special meeting of said Township Committee held on February 29, 2016.

Judith A. Sullivan  
Judith A. Sullivan, RMC, Township Clerk

Introduced	Seconded	Township Committee	Aye	Nay	Abstain	Absent
		Steven E Parker , Mayor	✓			
✓		Bernie Pane	✓			
		Lawrence F Jacobs				✓
	✓	Santucci Staci	✓			
		Kenneth Olsen				✓