

**SHARED SERVICES AGREEMENT
TECHNOLOGY SUPPORT SERVICES**

THIS AGREEMENT made this 1st day of July, in the year Two Thousand and Seventeen, by and between Tewksbury Board of Education (hereinafter referred to as "Tewksbury"), having offices located at 173 Old Turnpike Road, Califon, New Jersey 07830 and the Readington Township District Board of Education (hereinafter referred to as "Readington"), having offices located at 52 Readington Road, Whitehouse Station, New Jersey 08889;

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, Readington and Tewksbury are both authorized to provide the services of technology support services for their respective entities; and

WHEREAS, Readington and Tewksbury are of the opinion that the services of technology support services can be more efficiently and economically provided to each party through a joint agreement for the subcontracting of such services (hereinafter referred to as "the Agreement"); and

WHEREAS, the parties are desirous of entering into an shared services agreement which would authorize the subcontracting of the services of technology support services by Readington to provide technical support services to Tewksbury;

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

1. Services to be Performed, Standards, and Scope of Performance.

A. Readington: Readington agrees to provide technology support services to Tewksbury, including network and desktop support as highlighted on the attached standard/billable document. This includes providing 2 full time technicians on site in Tewksbury.

3. Duration and Termination.

A. Duration. This Agreement shall commence on July 1, 2017 and shall end on June 30, 2018.

B. Renewal. The parties shall determine whether or not they will renew this Agreement no later than February 15, 2018. Said renewal shall be in writing and approved by each party by formal resolution before becoming effective. This Agreement may be renewed by agreement of the parties for one (1) additional year on a yearly basis in accordance with the procedures set forth above.

C. Termination for Cause. Tewksbury may terminate this Agreement upon sixty (60) days written notice to Readington, or immediately if Readington (1) persistently or repeatedly refuses or fails to perform the services required under this Agreement; (2) disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or (3) otherwise commits a breach of this Agreement. Similarly, Readington may terminate this Agreement upon sixty (60) days written notice to Tewksbury, or immediately if Tewksbury (1) persistently or repeatedly fails to either make payment in accordance with this Agreement or perform its responsibilities as set forth in Article 1 above; (2) disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or (3) otherwise commits a breach of this Agreement.

D. Termination on Notice. Either party may terminate this Agreement for any reason by giving the other party one hundred twenty (120) days' written notice of its intention to terminate.

4. Payment Procedures. Tewksbury shall remit payment of 1/10 of the annual sum to Readington on a monthly basis (\$12,762.50 per month during the 2017-18 school year), Tewksbury shall reimburse Readington no later than five (5) business days after its monthly meeting. Should Tewksbury request additional services not covered in the flat monthly rate, pursuant to Article 1(b5) above, Readington shall submit a voucher

for such extra costs, and Tewksbury shall remit payment of said voucher no later than five (5) business days after the monthly meeting in which the voucher is approved.

5. Indemnification and Insurance.

A. Mutual Indemnification. Tewksbury assumes all liability for, and agrees to indemnify and hold Readington 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 Tewksbury, its agents, servants or employees related to the performance of Tewksbury's obligations under the terms of this Agreement. Tewksbury shall not however, be responsible for any special, incidental or consequential damages. Likewise, Readington assumes all liability for, and agrees to indemnify and hold Tewksbury and its agents, servants, employees, 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 Readington, its agents, servants or employees related to the performance of Readington's obligations under the terms of this Agreement. Readington shall not however, be responsible for any special, incidental or consequential damages

B. Insurance. 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.

6. Agency. Except as expressly provided herein, Readington shall have no authority to act on behalf of or bind Tewksbury or to act as its general agent.

- 7. Confidentiality.** To the extent applicable, the Parties shall comply with, and require that anyone providing the Services hereunder comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes, and all Board policies, now or hereafter in force and affect to the extent that they directly or indirectly bear upon the Services provided under the Agreement . The Parties and anyone providing the Services on behalf of the Parties shall, without limitation of the aforementioned, comply with: the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA); the confidentiality requirements of *N.J.A.C. 6A:32-7.1 et seq.*, and the Family Education Rights Privacy Act.
- 8. Anti-Collusion.** Readington warrants and represents that during the performances of services under this Agreement no goods or services being recommended to be procured from third party vendors shall be solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the Federal, State and Local laws and regulations will be adhered to including the prohibitions against paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Board employee, officer or official.
- 9. Merger.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.
- 10. Modification.** This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.
- 11. Waiver.** No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any

provision of this Agreement except by an instrument in writing signed by that party.

12. **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.
13. **Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Hunterdon, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.
14. **Notice.** All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address: *For Readington:* Business Administrator/Board Secretary, Readington Township Board of Education, 52 Readington Road, Whitehouse Station, New Jersey 08889. *For Tewksbury:* Business Administrator /Board Secretary, Tewksbury Board of Education, 173 Old Turnpike Road, Califon, New Jersey 07830
15. **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.
16. **Section Headings.** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.
17. **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.

- 18. 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:6S-S(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:

**TEWKSBURY BOARD OF
EDUCATION**

By: _____

Joanne Black
Business Administrator/
Board Secretary

By: _____

Lori Larsen
Board President

Dated: _____

Dated: _____

ATTEST:

**READINGTON TOWNSHIP
BOARD OF EDUCATION**

By: _____

Thomas M. Venanzi
Business Administrator/
Board Secretary

By: _____

Laura Simon
Board President

Dated: _____

Dated: _____

Tewksbury IT Shared Services - Standard / Billable (2017-18)

| Shared IT Services Description | Standard IT Services | Billable IT Services |
|---|----------------------|----------------------|
| Classroom, office and end user technologies Includes: IT support requests and issue resolution | Included | |
| Project requests and tasks implementation Includes: Classroom, office and end user supported technologies | Included | |
| Network administration Includes: Day to day server/network/phone administration, monitoring and maintenance of critical IT systems | Included | |
| Database administration Includes: Day to day database maintenance of critical database systems: NJ Smarts, SIS, PARCC, AD, Online Textbook subscriptions. | Included | |
| IT Supervision and management of staff | Included | |
| IT Operations and Project Management Includes: Ongoing assessment, communications, task assignments, budget recommendations, infrastructure upgrade recommendations and standard project management | Included | |
| Technical outage/issue resolution For incidents over 2 hours (Network, Server, Database Systems) | | Billable |
| Management, setup or modifications for additional databases | | Billable |
| Database analysis, export/import requests | | Billable |
| Project requests and new initiatives For Network, Database systems and IT Management/Operations | | Billable |