

**SHARED SERVICES AGREEMENT
TECHNOLOGY SUPPORT SERVICES**

THIS AGREEMENT made this 13th day of March, in the year Two Thousand and Eightenn, 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 I.T. document which is incorporated by reference herein. This includes, but is not limited to providing 2 full time technicians on site in Tewksbury on all days when Tewksbury schools are open. The technicians who are Readington employees shall be twelve (12) month employees. The work

hours of the technicians shall be 7:30am to 4:00pm with a thirty (30) minute break for lunch. They shall follow the Tewksbury School calendar. Readington shall be responsible for compensating the technicians and providing all other emoluments of employment. At no time shall the technicians be considered Tewksbury employees, however, they shall follow all rules and policies of the Tewksbury School District. Failure to do shall be grounds for Tewksbury terminating this agreement in accordance with Article 3(c).

B. Tewksbury: Tewksbury agrees to provide the following to Readington as detailed below:

1. Provide Readington's Technology staff access to a work area and desk when they are onsite.
2. Computer repairs and support.
3. Contract with and pay for any subject matter experts (consultants) on large scale projects that require specific expertise.
4. Schedule all special projects in advance for a time that is mutually agreeable to both districts.
5. Compensate Readington at \$55 per hour for any billable services as highlighted on the attached standard/billable document. However, before a service is deemed billable, Readington shall provide prior notification to the Tewksbury Business Administrator or her designee with a cost estimate. Any disputes as to whether a service is billable or not shall be discussed between the Business Administrators of each party to resolve same.

C. Additional Services. In the event Tewksbury requests additional services on a non-emergency basis that are considered to be billable hours, Readington shall provide a scope of work and estimated costs for review and approval by the Tewksbury Board of Education. Tewksbury shall not be responsible for any additional services which have not been duly approved in advance.

D. Conflict Resolution. Quarterly assessment meetings shall take place to review current performance and services of the technology department. Representative administrative members and the Technology Coordinator shall meet to resolve any conflicts that may arise during the course of this agreement.

2. **Costs.** The total costs of the technology support services shall be \$149,215 for the 2018-19 school year, to be paid on a monthly basis in accordance with Article 4 of this Agreement. Costs for future school years shall be no less than \$149,215 per year, subject to an increase no greater than the change in index rate as of March 1 of each succeeding year (in accordance with N.J.S.A.18A:18A-42) . Readington shall provide notice of any such increase to Tewksbury on or before March 15 of each year.

3. Duration and Termination.

A. **Duration.** This Agreement shall commence on July 1, 2018 and shall end on June 30, 2019.

B. **Renewal.** The parties shall determine whether or not they will renew this Agreement no later than February 15, 2019. 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; (3) is dissatisfied with the service it is receiving under this Agreement and the issues(s) are not satisfactorily resolved within a reasonable time after Tewksbury provides Readington with notice of same; (4) the technician(s) violates a material school rule, policy or fails to comply with an administrative directive; or (5) 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 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
Dated: _____

By: _____
Board President
Dated: _____

ATTEST:

**READINGTON
TOWNSHIP BOARD OF
EDUCATION**

By: _____
Jason M. Bohm
Business
Administrator/ Board
Secretary
Dated: _____

By: _____
Laura Simon
Board President
Dated: _____