

SHARED SERVICES AGREEMENT FOR
TECHNOLOGY SUPPORT SERVICES

THIS AGREEMENT made this _____ day of _____, in the year Two Thousand and Fifteen, by and between **Franklin Township Board of Education** (hereinafter referred to as "**Franklin**"), having offices located at 226 Quakertown Road Quakertown, NJ 08868 and the **Passaic County Educational Services Commission District Board of Education** (hereinafter referred to as "**PCESC**"), having offices located at 45 Reinhardt Rd. Wayne, NJ 07470;

WHEREAS, Franklin has reviewed its technology needs as well as its current resources and personnel and has found that it would be cost effective to subcontract for certain technology services through the implementation of a Shared Services Agreement with **PCESC**; and

WHEREAS, it would be in the best interest of the residents of the Township of Butler to enter a Shared Services Agreement for the procurement of technology support services, because said services can be more efficiently and economically provided to **Franklin** through said agreement; and

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, PCESC and **Franklin** are both authorized to provide the services of an technology support services for their respective entities; and

WHEREAS, the parties are desirous of entering into a shared services agreement which would authorize **PCESC** to provide the services of technology support services to **Franklin**.

NOW THEREFORE, for and in good and valuable consideration, and in consideration of the mutual covenants and obligations hereinafter set forth, **Franklin** and **PCESC** hereby agree to and with each other as follow:

1. **COSTS**

Franklin shall pay **PCESC** the rate of \$63.25 per hour for the Field Technician for technology services rendered during normal business hours (7:45am to 3:45pm Monday through Friday) for the period beginning July 1, 2015 and ending June 30, 2016.

Franklin shall pay **PCESC** the rate of \$94.88 per hour for the Field Technician for technology services rendered during after business hours (3:46pm to 9:00pm Monday through Friday, 12:00am to 11:59pm Saturday and Sunday).

Franklin shall pay **PCESC** the rate of \$100.00 per hour for the Network Engineer for technology services rendered during normal business hours (7:45am to 3:45pm Monday through Friday) for the period beginning July 1, 2015 and ending June 30, 2016.

Franklin shall pay **PCESC** the rate of \$150.00 per hour for the Network Engineer for technology services rendered during after business hours (3:46pm to 9:00pm Monday through Friday, 12:00am to 11:59pm Saturday and Sunday).

2. DURATION

This Agreement shall commence on July 1, 2015 and end on June 30, 2016. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party. Notice of either party's intent to renew this Agreement shall be forwarded to the other party in writing no later than April 1, 2016. It is within the exclusive discretion of the parties to decide whether this Agreement should be renewed.

3. PAYMENT PROCEDURES

PCESC shall submit an invoice for payment of the technology support services furnished to the **Franklin** on a monthly basis. **Franklin** shall make payment directly to **PCESC**.

4. INDEMNIFICATION AND INSURANCE

- a. **Franklin**, its successors, assigns, contractors, agents, servants, officers, employees, designees, guests and invitees assumes all liability for, and agrees to indemnify, defend and hold **PCESC** and its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, harmless from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by **Franklin**, its agents, servants or employees related to the performance of **Franklin's** obligations under the terms of this Agreement.
- b. **PCESC**, its successors, assigns, contractors, agents, servants, officers, employees, designees, guests and invitees assumes all liability for, and agrees to indemnify, defend and hold **Franklin** and its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, harmless from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by **PCESC**, its agents, servants

or employees related to the performance of **PCESC's** obligations under the terms of this Agreement.

- c. 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 provide an insurance certificate annually, naming the other party as an additional insured.
- d. Workers compensation insurance for the on-site technician and any other employees of **PCESC** who perform work in accordance with this agreement shall be provided by **PCESC**. **PCESC** further agrees to indemnify and defend and hold **Franklin** and its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, harmless from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities and expenses, including reasonable attorney's fees, arising out of or relating to a worker's compensation claim made a **PCESC** employee.

5. 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.

6. MODIFICATION:

This Agreement contains the entire understanding of the parties. This Agreement may not be modified or amended except by mutual agreement between the parties incorporated in writing and signed by the parties.

7. 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.

8. 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.

9. 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 PCESC:

Mr. Richard Giglio
Business Administrator
Passaic County Educational Services Commission
45 Reinhardt Rd.
Wayne, New Jersey 07470

For FRANKLIN:

Ms. Carol Delsandro
Business Administrator
Franklin Township Board of Education
226 Quakertown Road
Quakertown, NJ 08868

10. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey.

11. 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.

12. 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.

13. PUBLIC INSPECTION:

Each party shall maintain a copy of this Agreement on file at their offices, which shall be open to the public for inspection.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused this Agreement to be signed by their proper corporate officers and their corporate seal to be set hereto.

ATTEST:

**FRANKLIN TOWNSHIP BOARD OF
EDUCATION**

By: _____

By: _____

Name: Carol Delsandro

Name:

Title: Business Administrator

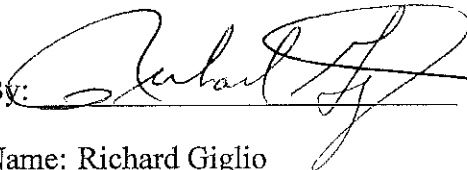
Title: Board President

Dated: _____, 2015

Dated: _____, 2015

ATTEST:

**PASSAIC COUNTY EDUCATIONAL
SERVICES COMMISSION**

By:  _____

By:  _____

Name: Richard Giglio

Name: Diana C. Lobosco

Title: Business Administrator

Title: Superintendent

Dated: 6/12, 2015

Dated: 6/12, 2015