

SHARED SERVICES AGREEMENT FOR
TECHNOLOGY SUPPORT SERVICES

THIS AGREEMENT made this _____ day of _____, in the year Two Thousand and Sixteen, 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 **Franklin** 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 \$64.50 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, 2016 and ending June 30, 2017.

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:

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: *Patricia Martucci*

Name: *Christine Crielly*

Title: Business Administrator

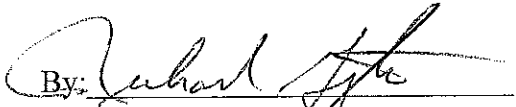
Title: Board President

Dated: _____, 2016

Dated: _____, 2016

ATTEST:

**PASSAIC COUNTY EDUCATIONAL
SERVICES COMMISSION**

By:  _____

By: _____

Name: Richard Giglio

Name: Diana C. Lobosco

Title: Business Administrator

Title: Superintendent

Dated: _____, 2016

Dated: _____, 2016