SHARED SERVICES AGREEMENT
WITH THE BOROUGH OF CHATHAM

SHARED INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is made this 20th day of December, 2017, by and between the BOROUGH OF MADISON, a Municipal Corporation of the State of New Jersey ("Madison"), having an office at 50 Kings Road, Madison, New Jersey and the BOROUGH OF CHATHAM, a Municipal Corporation of the State of New Jersey ("Chatham"), having an office at 54 Fairmount Avenue, Chatham, New Jersey 07928.

WITNESSETH

WHEREAS, Madison and Chatham Borough (collectively referred to as the "Parties") seek to enter into a Shared Services Agreement ("Agreement") pursuant to the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, et seq.); and

WHEREAS, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, et seq.) authorizes and empowers the Parties to enter into this Agreement; and

WHEREAS, the Parties have adopted Resolutions and/or Ordinances to authorize this Agreement; and

WHEREAS, this Agreement provides for certain Information Technology Support Services ("IT Support") to be provided by Madison to Chatham in accordance with the terms and conditions set forth herein; and

WHEREAS, this Shared Services Agreement is subject to resolutions of the Governing Bodies of Madison and Chatham approving same; and

WHEREAS, the Parties have filed a copy of this Agreement with the Division of Local Government Services in the Department of Community Affairs pursuant to (C:40A:65-4);
NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Madison shall provide Chatham with up to six (6) hours of IT Support per day, subject to existing work load obligations.

2. The IT Support would be delivered either on site or remotely, depending upon the nature and immediacy of the problem.

3. Chatham will be billed on a monthly basis for the IT Support as follows:
   - $300 base charge monthly
   - $80 per hour for remote access sessions or phone support in excess of 15 minutes taking place during “normal business hours,” defined as between 8:30 AM and 5:00 PM, Monday through Friday.
   - $106 per hour with a 1 hour minimum for remote access sessions or phone support taking place outside of normal business hours, or on Holidays or weekends.
   - $80 per hour with a one hour minimum for on-site sessions taking place during normal business hours.
   - $106 per hour with a two hour minimum for on-site sessions taking place outside of normal business hours, or on Holidays or weekends.

Madison shall provide Chatham with monthly documentation of the IT Support services rendered.

4. The IT Support provided by Madison to Chatham, consistent with the terms herein shall be as follows:
   a. Responding to workstation and network problems and making necessary repairs;
   b. Providing general desktop support, and facilitating use of vertical applications;
   c. Maintaining anti-virus, spyware and other intruder detection software;
   d. Overseeing nightly back-up systems;
   e. Assisting with the purchase of computer supplies and equipment; and
   f. Prioritizing and scheduling work accordingly, as needed.

5. This Agreement shall commence on or about January 1, 2018 and will end on December 31, 2018.

6. Either party may cancel this Agreement upon thirty (30) days written notice to the other.

7. The Parties can agree to renew this Agreement upon thirty (30) days written
notice prior to the expiration of the Agreement, with the understanding that there will be a 2% increase in all fees and charges to take place on January 1 of each subsequent year.

8. **Insurance.** The Parties shall provide insurance coverage naming each other as additional insured for the use of each other’s equipment and facilities. The Parties shall submit proof of and maintain liability insurance in the amount of at least one million ($1,000,000) dollars upon the execution of the Agreement and the duration of same.

9. **Assignment.** The Parties shall retain the work under their respective control and shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

10. **Indemnification.** The Parties shall indemnify and hold each other, all representatives thereof, harmless from and against any and all claims, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.

11. **Confidentiality.** The Parties acknowledge that all information, data, strategies, positions and the like, which the IT support personnel may be exposed to or gain knowledge of by virtue of this Agreement is confidential in nature and shall not be disseminated to the other party to this Agreement or any third party, except only as required by law or order of court.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **Severability.** In the event that any provision of this Agreement shall, for any
reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

14. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.

15. ** Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.

16. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**IN WITNESS WHEREOF,** the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

Elizabeth Osborne, Borough Clerk

BOROUGH OF MADISON

By: Robert H. Conley, Mayor

ATTEST:

Robin R. Kline, Borough Clerk

BOROUGH OF CHATHAM

By: Brúce A. Harris, Mayor
RESOLUTION #17-335

RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF MADISON FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits a local unit of the State to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Borough of Chatham (the “Borough”) has a need for Information Technology services (“IT services”); and

WHEREAS, the Borough of Madison (“Madison Borough”) has submitted a proposal to provide IT services to the Borough for the calendar year 2018; and

WHEREAS, the Chief Financial Officer has certified that the maximum dollar amount of the contract shall not exceed $30,000.00 and that funds are currently available for the purpose of awarding this contract from Current Fund Accounts #8-01-20-130-213 and #8-01-20-130-214, and that this certification is contingent upon, and will be subject to, appropriations in the 2018 Municipal Budget; and

WHEREAS, the Council of the Borough of Chatham have determined that a shared services arrangement for IT services with Madison Borough offers a beneficial opportunity to improve efficiencies and reduce the costs of having to independently contract for these services.

BE IT RESOLVED, by Council of the Borough of Chatham that the Mayor is hereby authorized to execute a shared service agreement with Madison Borough for IT support services, contingent upon approval of the contract terms and conditions by the Acting Administrator and Borough Attorney.

Adopted: December 11, 2017

Attest:

Robin R. Kline, Borough Clerk

BOROUGH OF CHATHAM

Bruce A. Harris, Mayor

CERTIFICATION

I, Robin R. Kline, Municipal Clerk of the Borough of Chatham, County of Morris, State of New Jersey, do hereby certify this is a true and correct copy of the resolution adopted by the Borough Council at its Regular Meeting held on December 11, 2017.

Robin R. Kline, MAS, RMC, CMR
R 319-2017

RESOLUTION OF THE BOROUGH OF MADISON AUTHORIZING A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF BERKELEY HEIGHTS, BOROUGH OF CHATHAM, TOWNSHIP OF HARDING, BOROUGH OF KENIWOORTH, BOROUGH OF MOUNTAIN LAKES AND THE CITY OF SUMMIT TO PROVIDE INFORMATION TECHNOLOGY SERVICES

WHEREAS, the Borough of Madison wish to renew Shared Services agreements for the provision of Information Technology Support Services, wherein Madison provides the IT Support Services, subject to existing work load obligations, not to exceed twenty (20) hours per month, nor 250 hours annually, at an hourly rate of $80.00 to Borough of Chatham, Township of Harding, Borough of Keniwoorth, Borough of Mountain Lakes and the City of Summit; and

WHEREAS, the Madison Borough Council has determined to renew said shared services agreements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Madison, in the County of Morris and State of New Jersey, that the Mayor and Borough Clerk are authorized to enter into a Shared Services agreement with the Borough of Chatham, Township of Harding, Borough of Keniwoorth, Borough of Mountain Lakes and the City of Summit for the provision of Information Technology Support Services, such agreement to be in a form approved by the Madison Borough Attorney.

ADOPTED AND APPROVED
December 11, 2017

ROBERT H. CONLEY, Mayor

Attest:

ELIZABETH OSBORNE, Borough Clerk

I, Elizabeth Osborne, Clerk of the Borough of Madison, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Council at a duly convened meeting held December 11, 2017

Elizabeth Osborne, Borough Clerk