

**SHARED SERVICES AGREEMENT
INFORMATION TECHNOLOGY DEPARTMENT SERVICES**

THIS AGREEMENT made this 1st day of August, 2025, by and between the Township of Readington (hereinafter referred to as "Township"), having offices located at 509 Route 523, Whitehouse Station, New Jersey, 08889, and the Readington Board of Education (hereinafter referred to as "Board"), having offices located at P.O. Box 807, 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;

WHEREAS, Board and Township are both authorized to provide Information Technology services for their respective public entities;

WHEREAS, Board and Township are of the opinion that the Information Technology services can be more efficiently and economically provided to their respective public entities through a joint agreement for the sharing/subcontracting of such services; and

WHEREAS, the parties are desirous of entering into a Shared Services Agreement wherein both entities partner together to share the services of the Board's Information Technology Department to be subcontracted to the Township.

NOW THEREFORE, based on the foregoing premises, and in consideration of the mutual promises and covenants of the parties as set forth below, both Board and Township hereby agree as follows:

1. Recitals

The above recitals are repeated and incorporated as a material part of this Agreement.

2. Services to be Performed

The Board hereby agrees to provide the services of its Information Technology Department to the Township for the purpose of providing oversight of the network and internet operations of the Information Technology services at the Township. Services provided shall average 96 hours per year (eight (8) hours per month). The Information Technology services shall generally be provided outside of the Board's work day, except in emergencies. Hours beyond the average hours contemplated by the agreement shall be charged at the actual hourly rate (varies by staff member) plus PERS (17.61% as of 2025) plus FICA (7.65%). Overtime must be mutually agreed upon by both parties in advance with a defined scope of work prior to the commencement of the overtime. The scope of all duties will be reviewed on a periodic basis and may be further defined by an addendum to this Agreement.

3. Standards and Scope of Performance

The services that the Board shall provide to the Township will include being responsible for managing, evaluating and monitoring the Information Technology systems at the Township. The Board will oversee the implementation of all technology network maintenance and upgrades, including but not limited to security, cybersecurity, software support, VOIP, backup solutions, troubleshooting, and training at the Township. The Board will also provide services to assist the Township with its technology hardware (e.g., computers, printers, servers, etc.) The subcontracted Information Technology services shall at all times comply with all the policies and procedures of the Board and Township.

4. Board's Oversight of Information Technology Department

In the event there are allegations of any misconduct on the part of the Information Department in connection with the performance of its duties at the Township, the Township shall discuss the allegations with the Board's Superintendent.

5. Evaluation of Shared Services

The manner in which the Board subcontracted the services of its Information Department to the Township shall be evaluated by Board's Superintendent once per year by March 15. This evaluation shall assess the level and quality of the services provided by the Board and shall include any concerns that either Board or Township may have. A copy of the evaluation

for the initial year of this Agreement shall be furnished to the Township on March 15. These evaluations shall be utilized by both the Board and the Township to determine whether this Agreement should be renewed for the following school year and, if so, whether there should be any modifications to the parties' Agreement.

6. Costs and Payment Procedures

Township shall pay Board a monthly sum of \$667.00 for the services of the Information Technology Department. Payment shall be made in equal quarterly installments, of \$2,000.00, payable on the first day of the month, with the first payment prorated for the month of July and/or August 2025 based on actual cancellation date of existing IT contract at the Township and start of services by the Board. The amount to be paid by the Township to the Board for each successive school year of this Agreement shall be agreed upon by the parties no later than May 15 of the prior school year. A termination of this Agreement by either party hereto pursuant to Article 7 below shall in no way effect the terms of the Employment Agreement between the Director of Information Technology and the Board.

7. Term and Termination

- A. This agreement shall commence on August 1, 2025, and expire on June 30th, 2026, and can be renewed at the beginning of each school year upon agreement of both parties.
- B. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event this Agreement is terminated by the Township in accordance with the terms of this section, the Township's financial liabilities shall cease upon the effective date of termination, with the exception of any amounts due and payable to the Board for services rendered prior to the effective date of termination.

8. Indemnification

The Township shall indemnify, defend or hold harmless the Board, its agents, members, officers, directors, employees, students, guests, licensees and invitees from and against any and all losses, claims, actions, damages, reasonable attorney's fees, liability and expenses, including , but not limited to, those in connection with loss of life,

bodily and personal injury or damage to property, to the extent they are occasioned by acts or omissions of the Township's agents, servants or employees during the performance of services pursuant to this Agreement. The Township shall further indemnify, defend or hold harmless the Board, its agents, members, officers, directors, and employees from and against any and all losses, claims, actions, damages, reasonable attorneys' fees, liability and expenses incurred by a Township employee in connection with the performance of his/her duties pursuant to this Agreement.

The Board shall indemnify , defend or hold harmless the Township, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, reasonable attorney's fees, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned by the negligent acts or omissions of the Board's agents, employees or servants, during the performance of services pursuant to this Agreement.

9. Insurance

Both Parties shall maintain full and complete liability insurance throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured. Said coverage limits shall be not less than the maximum amounts of liability coverage now maintained by each party.

The Board shall maintain workers' compensation insurance as required by state law covering all employees employed by the Board in connection with the services rendered pursuant to this Agreement.

10. Governing Law

This Agreement shall be governed by the laws 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.

11. Modification

This Agreement may be modified only by an instruction in writing signed by the Parties.

12. 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.

13. 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 of any other term or condition of any subsequent breach, whether of the same or 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.

14. 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.

15. 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 the Township:
Readington Township
Attention: Jim Curry, Administrator
509 Route 523
Whitehouse Station, NJ 08889
- For the Board:
Readington Township Board of Education
Attention: Jason M. Bohm, Business Administrator
P.O. Box 807
Whitehouse Station, NJ 08889

16. 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 threat shall be null and void.

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

Each party shall maintain a copy of this Agreement on file at their offices, which shall be open to the public for inspection immediately after passage of a resolution to become a party to this Agreement in accordance with N.J.S.A. 40A:65-5(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 set forth below.

ATTEST:

READINGTON BOARD OF EDUCATION

Jason M. Bohm, CPA
Business Administrator/ Board Secretary

Board President

Dated: _____

Dated: _____

ATTEST:

TOWNSHIP OF READINGTON



Ann Marie Lehberger
Township Clerk



Mayor

Dated: 7-14-25

Dated: 7/14/2025