

RESOLUTION NO. 2021 -251

**RESOLUTION OF THE TOWNSHIP OF
BARNEGAT, COUNTY OF OCEAN, STATE OF
NEW JERSEY, ACCEPTING AND APPROVING A
SHARED SERVICES AGREEMENT WITH THE
TOWNSHIP OF TOMS RIVER, COUNTY OF
OCEAN, STATE OF NEW JERSEY FOR
INFORMATION TECHNOLOGY SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local units to enter into agreements with any other local unit to provide or receive any shared service that each participating local unit is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Township Committee of the Township of Barnegat ("Barnegat") wishes to enter into a Shared Services Agreement with the Township of Toms River ("Toms River") to share services and reduce costs utilizing the Information Technology ("IT") unit from the Township of Toms River; and

WHEREAS, the term of the Agreement will be from September 1, 2021 to March 1, 2022; and

WHEREAS, by entering into the Shared Services Agreement, Barnegat and Toms River agree that the shared use of the aforementioned services benefit each public entity equally; and

WHEREAS, Barnegat shall compensate Toms River for the provision of IT services as defined in the Shared Services Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, all contractual provisions have been negotiated in the aforementioned Shared Services Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 3rd day of August 2021 by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township Committee authorizes the execution of the Shared Services Agreement with the Township of Toms River for the sharing of IT services, a true copy of which is on file at the Township Clerk's office and can be reviewed by the public during normal business hours.

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08753

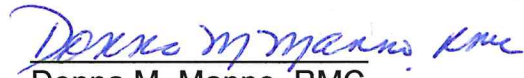
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.

3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) Albert Bille, Mayor, Barnegat Twp.
- (b) Maurice B. Hill, Mayor, Toms River Twp.
- (c) Martin Lisella, Township Administrator, Barnegat Twp.
- (d) Louis Amoruso, Township Administrator, Toms River Twp.
- (e) Keith Germain, Chief of Police, Barnegat Twp.
- (f) New Jersey Department of Community Affairs

CERTIFICATION

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on August 3, 2021, a quorum being present and voting in the majority.


Donna M. Manno, RMC
Township Clerk

Prepared by:
DASTI & ASSOCIATES

DASTI & ASSOCIATES

ATTORNEYS AT LAW

310 Lacey Road
P.O. Box 779
Forked River, N.J. 08753

DASTI & ASSOCIATES

Christopher J. Dasti

Joseph C. Falk*

Jeffrey D. Cheney

A Professional Corporation
Attorneys At Law
310 Lacey Road
P.O. Box 779
Forked River, New Jersey 08731
609-549-8990
Fax: 609-549-5043
www.DastiLaw.com

*Rule 1:40 Mediator

File No.: GL-1250

July 19, 2021

Via Email
Donna M. Manno, Township Clerk
Township of Barnegat
900 West Bay Avenue
Barnegat, NJ 08005

**Re: Resolution re Shared Services Agreement
Barnegat Twp. and Toms River Twp.**

Dear Donna:

I have discussed this matter with the Township Administrator in Toms River Township. They are in agreement for the initial term to be from September 1, 2021 to March 1, 2022. It is my understanding that Toms River will adopt a resolution authorizing execution of the Shared Services Agreement upon Barnegat's adoption of same.

To this end, enclosed please find a resolution of approval authorizing the execution of the Shared Services Agreement to Toms River Township. Also attached is the Shared Services Agreement. The only change that I made to paragraph 9 which is the effective term from September 1, 2021 to March 1, 2022.

This can be placed on the agenda of the next Township Committee Meeting. If you have any questions, please contact me.

Very truly yours,

/s/ Christopher J. Dasti

CHRISTOPHER J. DASTI

CJD: bm
Encl.

Cc: Martin Lisella, Township Administrator-w/encl.-via email
Keith Germain, Chief of Police-w/encl.-via email

SHARED SERVICES AGREEMENT

The **TOWNSHIP OF TOMS RIVER** ("Toms River"), a municipal corporation established and operating pursuant to the laws of the State of New Jersey, with offices located at 33 Washington Street, Toms River, New Jersey, 08753, and the **TOWNSHIP OF BARNEGAT** ("Barnegat"), also a municipal corporation established and operating pursuant to the laws of the State of New Jersey, with offices located at 900 West Bay Ave., Barnegat, New Jersey, 08005, hereby enter into this agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 to -35, for information technology services.

BACKGROUND RECITALS

WHEREAS, Barnegat requires support services and personnel for its information technology systems; and

WHEREAS, Toms River has an in-house information technology ("IT") unit, which is capable of providing these services to Barnegat more efficiently and at a lower cost than if Barnegat were to hire additional full-time employees or a private vendor; and

WHEREAS, Barnegat expressed an interest in retaining Toms River's IT unit to provide these services; and

WHEREAS, such an arrangement would be mutually beneficial for both parties and in the public interest; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

- a. Standard hours for service requests are 2pm to the close of business on weekdays and on a 24-hour, seven-day per week basis for emergencies.
- b. Regardless of duration, service calls occurring outside of regular business hours (defined as before 8:30 am and after 4:30 pm on weekdays and all day on weekends) shall be billed in increments of no less four hours for supervisors and three hours for non-supervisory staff.
- c. Requests for support may be submitted via e-mail.
- d. On-site and remote support and configurations will be available.
- e. Monthly cadence meetings for the purpose of tracking needs and progress.
- f. For projects that are beyond Toms River's in-house capabilities and require the services of a third-party professional, either Toms River shall arrange to have the work performed by its own retained professionals, or Barnegat shall independently retain the appropriate professional to complete the project, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. In either circumstance, Toms River shall supervise the project.

2. **Labor Costs/Billing.** Barnegat shall reimburse Toms River for all labor costs and vehicle usage costs associated with providing the services covered by this agreement. Labor costs shall be calculated at 1½ times the prevailing hourly rate for IT staff, plus 7.65% the employee's fringe benefit costs. Vehicle usage costs shall be calculated at the prevailing mileage rate established by the Internal Revenue Service. These costs shall be billed and payable on a monthly basis in accordance with each municipality's normal procedures.

3. **Materials Costs.** Materials-related costs are excluded from this agreement. Barnegat remains solely and exclusively responsible for the purchase or acquisition of any information technology hardware, software, or other materials.

5. **Other Obligations.** Either party shall promptly notify the other in writing of an actual or suspected “cyber-incident,” such as an attack, hack, data breach, or other infiltration or corruption of Barnegat’s information technology systems, such as through malware, spyware, ransomware, or computer virus. Upon becoming aware that Barnegat’s information technology systems have been actually or potentially compromised, Toms River shall take all appropriate protective and corrective action.

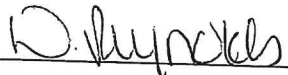
6. **Required Insurances.** The parties shall provide insurance coverage naming each other as additional insured for the use of each other’s personnel, equipment, and facilities. The parties shall furnish proof of and maintain in good standing for the duration of this agreement liability insurance in the amount of at least \$1,000,000 upon execution of this agreement. These insurances must include, but are not limited to, coverages for Toms River employees using non-Township vehicles to respond to on-site service calls and comprehensive coverage through the Ocean County Joint Insurance Fund (“OCJIF”) or Municipal Excess Liability (“MEL”) for cyber-incidents. Any claims arising out of a cyber-incident will be submitted through the insurance coverage maintained by Barnegat.

7. **Data Confidentiality.** All data, strategies, positions, passwords, e-mails, and other electronically-stored information which Toms River IT personnel may be exposed or gain access to in the course of providing services under this agreement is confidential and shall not be in any way be disclosed or disseminated to third-parties, unless required by law or court order or to resolve a cyber-incident.

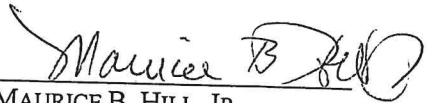
18. Independent Public Agencies. The parties acknowledge and agree that they are associated only for the purposes set forth in this agreement and that each party is a public entity separate and distinct from the other.

Township of Toms River

Attest:


DESTINY REYNOLDS
DEPUTY TOWNSHIP CLERK

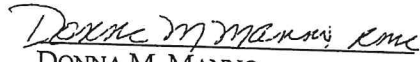
Dated: 8/11/21


MAURICE B. HILL, JR.
Mayor

Dated: 8/11/21

Township of Barnegat

Attest:


DONNA M. MANNO
Township Clerk

Dated: 8/4/2021


ALBERT BILLE
Mayor

Dated: 8/4/2021

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RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF TOMS RIVER, OCEAN COUNTY, NEW JERSEY, AUTHORIZING
A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF
TOMS RIVER AND THE TOWNSHIP OF BARNEGAT FOR
INFORMATION TECHNOLOGY SERVICES, COMMENCING
SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2023

AUGUST 10, 2021

BE IT RESOLVED by the Township Council of the Township of Toms River,
in the County of Ocean, and State of New Jersey, as follows:

1. The Mayor is hereby authorized to execute and the Township Clerk to
attest to a Shared Services Agreement between the Township of Toms River and the
Township of Barnegat for Information Technology Services attached hereto as
Schedule A. Term of Agreement: commencing September 1, 2021 through August
31, 2023. A copy of this Agreement will be kept on file in the Office of the Township
Clerk upon execution.

2. A certified copy of this resolution shall be provided by the Office of the
Township Clerk to each of the following:

- a) Mayor Maurice B. Hill, Jr.
- b) Township Council
- c) Business Administrator
- d) Township Attorney
- e) Police Department, Attn: Chief Mitchell Little
- f) Chief Financial Officer
- g) Division of Purchasing
- h) Ocean County Board of Freeholders
P.O. Box 2191
Toms River, N.J. 08754-2191
- i) Ocean County Prosecutor's Office
119 Hooper Avenue
P.O. Box 2191
Toms River, N.J. 08754-2191
- j) Division of Local Government Services

L-August 10, 2021-01

Alison Carlucci

Anthony Merlino
Approved as to
Legal Form
Assistant Township Attorney

I, DESTINY REYNOLDS, DEPUTY MUNICIPAL CLERK OF THE TOWNSHIP
OF TOMS RIVER, IN THE COUNTY OF OCEAN, HEREBY CERTIFY THAT
THIS IS A TRUE AND EXACT COPY OF A RESOLUTION APPROVED BY
THE TOWNSHIP COUNCIL AT THEIR REGULAR MEETING OF
AUGUST 10, 2021.

D. Reynolds
Destiny Reynolds, Deputy Municipal Clerk

SHARED SERVICES AGREEMENT

The **TOWNSHIP OF TOMS RIVER** ("Toms River"), a municipal corporation established and operating pursuant to the laws of the State of New Jersey, with offices located at 33 Washington Street, Toms River, New Jersey, 08753, and the **TOWNSHIP OF BARNEGAT** ("Barnegat"), also a municipal corporation established and operating pursuant to the laws of the State of New Jersey, with offices located at 900 West Bay Ave., Barnegat, New Jersey, 08005, hereby enter into this agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 to -35, for information technology services.

BACKGROUND RECITALS

WHEREAS, Barnegat requires support services and personnel for its information technology systems; and

WHEREAS, Toms River has an in-house information technology ("IT") unit, which is capable of providing these services to Barnegat more efficiently and at a lower cost than if Barnegat were to hire additional full-time employees or a private vendor; and

WHEREAS, Barnegat expressed an interest in retaining Toms River's IT unit to provide these services; and

WHEREAS, such an arrangement would be mutually beneficial for both parties and in the public interest; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Services Provided.** Toms River, through its IT unit, shall furnish to Barnegat information technology support services at the same levels and to the same extent as it performs those services in-house, with the following qualifications:

- a. Standard hours for service requests are 2pm to the close of business on weekdays and on a 24-hour, seven-day per week basis for emergencies.
- b. Regardless of duration, service calls occurring outside of regular business hours (defined as before 8:30 am and after 4:30 pm on weekdays and all day on weekends) shall be billed in increments of no less four hours for supervisors and three hours for non-supervisory staff.
- c. Requests for support may be submitted via e-mail.
- d. On-site and remote support and configurations will be available.
- e. Monthly cadence meetings for the purpose of tracking needs and progress.
- f. For projects that are beyond Toms River's in-house capabilities and require the services of a third-party professional, either Toms River shall arrange to have the work performed by its own retained professionals, or Barnegat shall independently retain the appropriate professional to complete the project, in accordance the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. In either circumstance, Toms River shall supervise the project.

2. **Labor Costs/Billing.** Barnegat shall reimburse Toms River for all labor costs and vehicle usage costs associated with providing the services covered by this agreement. Labor costs shall be calculated at 1½ times the prevailing hourly rate for IT staff, plus 7.65% the employee's fringe benefit costs. Vehicle usage costs shall be calculated at the prevailing mileage rate established by the Internal Revenue Service. These costs shall be billed and payable on a monthly basis in accordance with each municipality's normal procedures.

3. **Materials Costs.** Materials-related costs are excluded from this agreement. Barnegat remains solely and exclusively responsible for the purchase or acquisition of any information technology hardware, software, or other materials.

4. **Costs for Third-Party Professionals.** For projects requiring the services of a third-party professional, Barnegat shall pay any and all costs, charged by the third-party professional, in addition to any labor costs charged by Toms River to supervise those projects, as provided in paragraph 1f.

5. **Other Obligations.** Either party shall promptly notify the other in writing of an actual or suspected "cyber-incident," such as an attack, hack, data breach, or other infiltration or corruption of Barnegat's information technology systems, such as through malware, spyware, ransomware, or computer virus. Upon becoming aware that Barnegat's information technology systems have been actually or potentially compromised, Toms River shall take all appropriate protective and corrective action.

6. **Required Insurances.** The parties shall provide insurance coverage naming each other as additional insured for the use of each other's personnel, equipment, and facilities. The parties shall furnish proof of and maintain in good standing for the duration of this agreement liability insurance in the amount of at least \$1,000,000 upon execution of this agreement. These insurances must include, but are not limited to, coverages for Toms River employees using non-Township vehicles to respond to on-site service calls and comprehensive coverage through the Ocean County Joint Insurance Fund ("OCJIF") or Municipal Excess Liability ("MEL") for cyber-incidents. Any claims arising out of a cyber-incident will be submitted through the insurance coverage maintained by Barnegat.

7. **Data Confidentiality.** All data, strategies, positions, passwords, e-mails, and other electronically-stored information which Toms River IT personnel may be exposed or gain access to in the course of providing services under this agreement is confidential and shall not be in any way be disclosed or disseminated to third-parties, unless required by law or court order or to resolve a cyber-incident.

8. **Hold Harmless/Indemnification.** To the fullest extent provided by law, the parties shall hold harmless and indemnify each other, and their officials, appointees, agents, employees, and representatives, from and against any and all claims, suits, actions, damages, expenses, and liabilities, including reasonable attorneys' fees and costs of suit, arising out of their negligent or intentional acts,

errors, or omission in the performance of their services and responsibilities under this agreement.

9. **Effective Date/Term.** This agreement will take effect on retroactively on ~~September~~ July 1, 2021, and expire on ~~June 30, 2023~~ March 1, 2022.

10. **Termination.** Either party may terminate this agreement upon 60 days written notice to the other, in which case all outstanding invoices must be paid, and all outstanding work completed, within that 60-day period.

11. **Entire Agreement.** The parties acknowledge and agree that this writing constitutes the only and entire agreement between the parties and supersedes any prior oral or written agreement.

12. **Interpretation/Construction.** The parties agree that this agreement shall be governed by, and interpreted in accordance with, the laws of the State of New Jersey.

13. **Forum Selection.** Any and all disputes arising out of or relating to this agreement shall be brought in the Superior Court of New Jersey, Ocean County vicinage.

14. **Assignment.** This agreement is non-assignable.

15. **Non-waiver.** The parties agree that a failure or delay in the enforcement of any provision of this agreement by either party shall not constitute a waiver of those provisions.

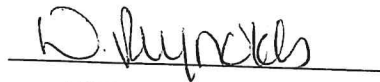
16. **Severability.** If any provision of this agreement is invalidated by a court or agency of competent jurisdiction, that provision shall be severed and the remainder of the agreement shall remain in full force and effect.

17. **Approval.** The parties represent that this agreement has been formally approved as required by law and voluntarily executed by the officials with the legal authority to do so.

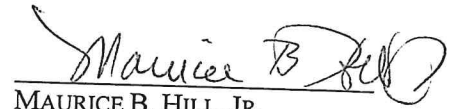
18. **Independent Public Agencies.** The parties acknowledge and agree that they are associated only for the purposes set forth in this agreement and that each party is a public entity separate and distinct from the other.

Township of Toms River

Attest:


DESTINY REYNOLDS
DEPUTY TOWNSHIP CLERK

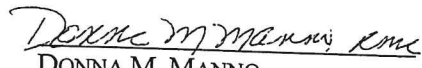
Dated: 8/11/21


MAURICE B. HILL, JR.
Mayor

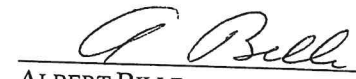
Dated: 8/11/21

Township of Barnegat

Attest:


DONNA M. MANNO
Township Clerk

Dated: 8/4/2021


ALBERT BILLE
Mayor

Dated: 8/4/2021