

SHARED SERVICES AGREEMENT
TOWNSHIP OF FREEHOLD & TOWNSHIP OF NORTH BRUNSWICK
INFORMATION TECHNOLOGY SERVICES

THIS SHARED SERVICES AGREEMENT is effective July 1, 2025 between FREEHOLD TOWNSHIP, a municipal corporation of the State of New Jersey, 1 Municipal Plaza, Freehold, NJ, hereinafter referred to as "Township" and the TOWNSHIP OF NORTH BRUNSWICK, a municipal corporation of the State of New Jersey, 710 Hermann Road, North Brunswick, NJ 08902, hereinafter referred to as "North Brunswick".

The purpose of this Agreement is for Township to provide information technology services to North Brunswick according to the following terms:

1. This Agreement is effective July 1, 2025 and shall expire June 30, 2026.
2. Township shall provide information technology services to North Brunswick, according to the terms and conditions set forth below.

SCOPE OF SERVICES:

The Township of Freehold will provide Level I Basic and Level II Networking services as described below as part of the normal monthly support. Level III Project and Level IV Emergency support services will be provided on an as needed basis.

Level I Basic Support – Non-Police

Support includes, but is not limited to:

- Setup of new PCs to conform to standards and installation of software applications
- Troubleshoot/repair hardware issues relating to workstations
- Installation of hardware and routine maintenance for desktop workstations
- Troubleshoot and routine repair of printers (i.e. – fusers, rollers, network cards)
- Troubleshoot applications
- Installation of approved, licensed software on workstations
- Help desk support for workstations – including MS Windows, Office, and approved applications.
- Antivirus updating and scanning of workstations
- Relocation of computers and printers as needed for staff moves
- Provide recommendations/quotes for computer replacement program

Level II Networking Support – Non-Police

Support includes, but is not limited to:

- Network infrastructure changes, support and maintenance
- Maintain/troubleshoot router to current internet provider
- Maintain/troubleshoot firewall update policies on current firewall as needed
- Maintain/configure secure VPN (if needed) connections for remote users
- Daily data backup procedures and configuration changes
- Maintain/troubleshoot connections to remote locations
- Maintain integrity and security of network
 - firewall monitoring
 - antivirus monitoring
 - internet gateway monitoring
 - apply security updates
 - wireless access points
 - spam and web blocker filtering
 - VPN support on existing firewall
- Add/Change user login accts and permissions
- Maintain Group Policies
- Maintain and support hosted e-mail server, e-mail accounts and mailboxes for Microsoft Exchange E-mail Server and/or Microsoft O365 Exchange solution (**admin account and password must be provided**)
- Configure network printers
- Assistance with current voice/internet provider
- Assistance with door access system with support as needed from current vendor
- Diagnose and troubleshoot system problems; any failures which would require the rebuilding of servers and/or networking equipment would be covered under level IV support.

Level II Networking Support – Police

Support includes:

- Network infrastructure changes(VLANs,port moves,etc), support and maintenance
- Maintain/troubleshoot router to current internet provider
- Maintain/troubleshoot firewall update policies on current firewall as needed
- Maintain/configure secure VPN (if needed) connections for remote users
- Daily data backup procedures and configuration changes
- Maintain/troubleshoot connections to remote locations
- Maintain/Manage servers (physical or virtual)
- Maintain integrity and security of network/infrastructure
 - firewall monitoring
 - antivirus monitoring
 - internet gateway monitoring
 - apply security updates
 - wireless access points
 - spam and web blocker filtering
 - VPN support on existing firewall
- Add/Change user login accts and permissions
- Maintain Group Policies

- Maintain and support hosted e-mail server, e-mail accounts and mailboxes for Microsoft Exchange E-mail Server and/or Microsoft O365 Exchange solution (admin account and password must be provided)
- Configure network printers
- Diagnose and troubleshoot system problems; Any failures which would require the rebuilding of servers and/or networking equipment would be covered under level IV support.
- **No police workstation, MDT, Radio, Zetron, Dispatch Equipment or 911 System support is included in this proposal.**

Level III Project Support

Support includes project planning, design and development for system-wide changes to the network infrastructure. Work will only be performed under this level of service when authorized by the Township of North Brunswick. Typically, a proposal for this type of work would be prepared and submitted for budgeting and approval. (See rate schedule).

- * Planning, design and development for enhancement and/or replacement of network or system infrastructure
- * Installation and implementation of new core technology hardware (i.e. servers, routers, switches, firewall, data backup hardware)
- * Installation and implementation of new or upgraded core technology software (i.e. operating system, data backup software, anti-virus, anti-spam, Virtual Private Network)
- * Documentation of any new infrastructure changes implemented
- * Consultation services

Level IV Emergency Support

Support includes services for emergency response and support situations. Work will only be performed under this level of service when authorized by the Township of North Brunswick (see current rate schedule.)

- * Core technology failures to include but are not limited to:
 - Server operating system
 - Servers (file/print, e-mail, payroll, terminal services server, etc.)
- * Core network hardware failures to include but are not limited to:
 - internet router
 - firewall
 - network switches
 - network routers
- * Support related to a virus outbreak or network security breach
- * Any off-hour call-in requests and work completed during off hours (Minimum 2 hours)

Required Documentation and Information

In order to begin the transition of IT consultant services, we would need to work closely with Administration and/or previous IT consultants for any and all documentation/passwords of North Brunswick's current Information Technology infrastructure. Here is a list of the items needed, but not limited to:

- Administrator Passwords and Accounts
- Vendor website logins (Firewalls, Vmware, Microsoft, MFA, etc)
- Virtual Infrastructure accounts and passwords (Esxi root, vCenter, SAN, etc)
- Any network documentation
- Firewall accounts and passwords
- Network device accounts and passwords
- M365 or hosted email administrator accounts and passwords
- Any North Brunswick application account and password for day-to-day operations, if needed

Although we will conduct our own initial discovery upon a successful shared service agreement, any documentation/information given up front will ensure a quick and easy transition. Upon completion of the extensive discovery, there may be further recommendations to address.

FOR LEVEL I & LEVEL II SUPPORT:

Annual Support**

\$15,380 per month (\$184,560 per year)

**Amount of annual support will increase annually, consistent with increases in wages, which will be discussed and negotiated on successor agreement terms. In addition to annual increases, an annual adjustment consistent with the cost of State Pension Benefit payments will be made annually. These costs will be furnished to the Township of North Brunswick prior to any adjustment.

CURRENT RATE SCHEDULE: (For Level III and Level IV services only)

Assigned Staff	Director of Info Tech.	Assistant Director of Info Tech.	Network Tech.	Network Tech.	Network Tech.
Normal Rate	\$155/hr	\$113/hr	\$79/hr	\$53/hr	\$49/hr
Emerg. After Hour Rate	\$161/hr	\$120/hr	\$95/hr	\$64/hr	\$59/hr

1. Should North Brunswick decide to engage the Township to perform website work for site maintenance, the hourly rate for this work in accordance with the attached loaded costs would apply. These costs would be billed on an incurred basis.
2. When, at the request of North Brunswick, the Township purchases equipment from a distributor or manufacturer for the sole use by and to be installed in North Brunswick, Township shall add a charge of 15% over the actual cost of such equipment if purchased through Freehold Township finance. No such charge will be applied for parts which are supplied or ordered by North Brunswick

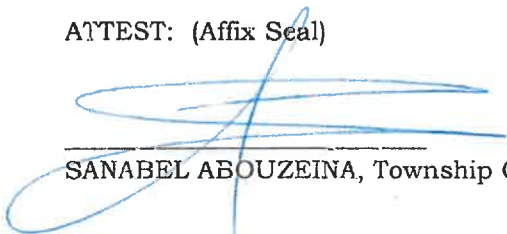
3. Township shall provide North Brunswick with itemized monthly billings of all Level III and Level IV costs. Payment shall be due from North Brunswick within thirty (30) days of the date of billing.
4. No equipment or system repair in excess of \$1,500.00 shall be made by Township unless specifically authorized by the North Brunswick Administrator.
5. North Brunswick shall designate one (1) person and one (1) backup person to schedule and be responsible for authorization on all Level III and Level IV assistance.
6. North Brunswick agrees not to hire any Township employee, subcontractor or agent who provides information technology services to North Brunswick in accordance with this Agreement during the term of the Agreement and for one year past the expiration date of the Agreement.
7. This Agreement shall continue in full force and effect until the date of its termination, unless terminated by either party within sixty (60) days written notice.

Liability

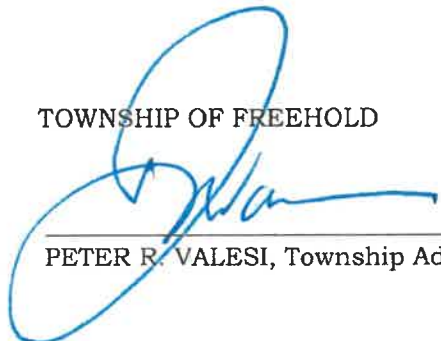
Each party agrees to release and hold harmless the other party for any indirect, incidental, exemplary, punitive or other consequential damages, whether or not foreseeable, including, but not limited to, damages for the loss of data, goodwill or profits, arising out of or in relation to this Agreement, even if advised beforehand of the possibility of such liability. Each party shall release and hold harmless the other party, its officers, employees and agents from any such claims and losses arising out of or in connection with the services provided pursuant to this Agreement.

IN WITNESS WHEREOF, parties of this Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST: (Affix Seal)


SANABEL ABOUZEINA, Township Clerk

TOWNSHIP OF FREEHOLD


PETER R. VALES, Township Administrator

ATTEST: (Affix Seal)



TOWNSHIP OF NORTH BRUNSWICK


JUSTINE PROGEBIN, Township Administrator





Resolution of the Township of Freehold

Monmouth County, New Jersey

No: R-25-163

Date of Adoption: June 24, 2025

TITLE: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF NORTH BRUNSWICK FOR INFORMATION TECHNOLOGY SERVICES

- - - R E S O L U T I O N - - -

WHEREAS, the Township of Freehold and the Township of North Brunswick are interested in Freehold Township providing Information Technology Services to North Brunswick Township; and,

WHEREAS, this cooperative Agreement between municipalities would be beneficial to the taxpayers in both municipalities; and,

WHEREAS, an Agreement entitled "Shared Services Agreement between Freehold Township and the Township of North Brunswick for Information Technology Services" has been proposed and found acceptable;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Freehold that the Administrator and Township Clerk are hereby authorized to execute the aforementioned Agreement;

BE IT FURTHER RESOLVED that a copy of the Agreement shall be maintained in the Township Clerk's Office upon passage of this Resolution and available for public inspection;

BE IT FURTHER RESOLVED that, pursuant to NJSA 40A:65-1, a certified copy of the within Resolution shall be forwarded to New Jersey Department of Community Affairs, Division of Local Government Services;

BE IT FURTHER RESOLVED that a certified copy of the within Resolution and copy of the Agreement be forwarded to the North Brunswick Township Administrator, the Freehold Township Administrator, the Freehold Township Director of Information Technology and the Freehold Township Director of Finance.

No. R-25-163

VOTE OF THE TOWNSHIP COMMITTEE						
<u>Committee Member</u>	<u>Motion / Second</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>	
Mr. Ammiano			X			
Mr. Cook	X		X			
Mr. Preston			X			
Mr. Walker		X	X			
Mayor Fasano						X

**TOWNSHIP OF NORTH BRUNSWICK
RESOLUTION 223-6.25**

Authorizing a Shared Service Agreement with Freehold Township for Information Technology Consulting Services

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. local units of government may enter into shared services agreements to provide services that each municipality is authorized to provide; and

WHEREAS, a cooperative agreement between municipalities to share services would be beneficial to taxpayers in both local units; and

WHEREAS, North Brunswick requires Information Technology (IT) consulting services to supplement its internal IT department, to modernize its IT infrastructure, and to manage ongoing projects; and

WHEREAS, the Township of Freehold offers IT consulting services to public entities that encompass the following as determined necessary:

Level I Basic Support: setup of new PC's, troubleshoot/repair hardware,
help desk support

Level II Networking Support: Network, router, firewall maintenance

Level III Project Support: Planning, design, development of network or
system infrastructure

Level IV Emergency Support: Emergency response and support situations; and

WHEREAS, pursuant to resolution no. 312-10.24, the Township Council authorized a Shared Services Agreement with the Township of Freehold for Level III Project Support while both municipalities further explored an optimal combination of services that would expedite the implementation of the Township's IT goals; and

WHEREAS, the Township of Freehold provided a proposal dated June 4, 2025 to provide Non-Police Level I Base Support, Non-Police Level II Networking Support and Police Level II Networking Support as described in the attached proposal in the amount of \$15,380.00 per month; and

WHEREAS, Level III Project Support and Level IV Emergency Support will be provided on an as-needed basis; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of North Brunswick, County of Middlesex and State of New Jersey, that it hereby authorizes the attached proposal and approves a Shared Services Agreement between the Township of North Brunswick and the Township of Freehold for aforesaid services; and

**TOWNSHIP OF NORTH BRUNSWICK
RESOLUTION 223-6.25**

BE IT FURTHER RESOLVED, this agreement may be amended should the Township of North Brunswick find that they require additional Level I support and the Township of Freehold shall update their scope of work accordingly; and

BE IT FURTHER RESOLVED, a form of the Shared Services Agreement shall be prepared and same shall be reviewed and approved by the Township Attorney for North Brunswick.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute and the Clerk to witness a Shared Services Agreement with Freehold Township for the aforesaid services which shall commence as of July 1, 2025 and shall terminate on June 30, 2025 for the first year and shall renew automatically thereafter on an annual basis beginning June 1st of each year, unless either party provides written notice ninety (90) days prior to the termination date as to their intention not to renew this Agreement; and

BE IT FURTHER RESOLVED, that, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq, such Agreement shall be filed with and open to the public for inspection at the offices of the Municipal Clerk, and such Agreement shall take effect upon the adoption of appropriate resolutions by all parties thereto; and

BE IT FURTHER RESOLVED, that, pursuant to N.J.S.A. 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the Division of Local Government Services in the Department of Community Services for informational purposes; and

TITLE

This Resolution shall be known and may be cited as the Resolution Authorizing Shared Service Agreement between the Township of North Brunswick and Freehold Township for Information Technology Consulting Services.



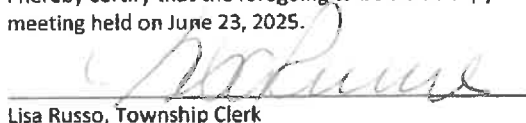
Justine Progebin
Business Administrator



Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

COUNCIL MEMBER	MOT	SEC	YES	NO	ABSENT	ABSTAIN
RICH			X			
HUTCHINSON					X	
MEHTA					X	
DAVIS		X	X			
SOCIO	X		X			
GUADAGNINO			X			

I hereby certify that the foregoing to be a true copy of a resolution, adopted by the North Brunswick Township Council at a meeting held on June 23, 2025.


Lisa Russo, Township Clerk