

**RESOLUTION  
KENILWORTH, NJ**

**WHEREAS**, the Borough of Kenilworth is in need of obtaining information and technology support (IT) services; and

**WHEREAS**, the Borough of Madison, a municipal corporation, has offered to provide said services in accordance with the Uniform Shared Service and Consolidation Act, P.L. 2007, c.63 (C:40A:65-1, et. seq.); and

**WHEREAS**, the Borough of Madison and the Borough of Kenilworth have negotiated a favorable agreement for the shared services, as follows:

1. Madison shall provide Kenilworth Borough with up to six (6) hours of IT Support per day, subject to existing workload obligations.
2. The IT Support would be delivered either on site or remotely, depending upon the nature and immediacy of the problem.
3. Kenilworth Borough will be billed on a monthly basis for the IT Support as follows:
  - \$614.77 base charge monthly.
  - \$92.78 an 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.
  - \$122.42 an 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.
  - \$92.78 an hour with a 1 hour minimum for on-site sessions taking place during normal business hours.
  - \$122.42 an hour with a 2 hour minimum for on-site sessions taking place outside of normal business hours, or on Holidays or weekends.

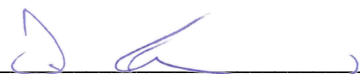
**NOW, THEREFORE BE IT RESOLVED** that the Mayor and Borough Clerk are authorized to enter into a Shared Information and Technology Service Agreement, with the Borough of Madison.

**BE IT FURTHER RESOLVED**, that a fully executed copy of the Shared Service Agreement be forwarded to the Dept. of Community Affairs, Division of Local Government Services, pursuant to NJSA 40A:65-4.

**BE IT FURTHER RESOLVED**, that the Borough of Kenilworth's Chief Financial Officer has certified that sufficient uncommitted funds are available in the 2024 Borough of Kenilworth Temporary Budget for the purposes set forth herein.

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Councilman Patrick Boyle			x			
Councilman Joseph Finistrella			x			
Councilwoman Toni Giordano Picerno			x			
Councilman William Mauro	x		x			
Councilman Douglas Piper			x			
Councilman Savino Scorese		x	x			
Mayor Linda Karlovitch						
<b>ON CONSENT AGENDA</b>		Yes _x	No _			

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on January 2, 2025.

  
 Laura Reinertsen, Borough Clerk

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**SHARED SERVICES AGREEMENT  
INFORMATION TECHNOLOGY SUPPORT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, 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 KENILWORTH**, a Municipal Corporation of the State of New Jersey ("Kenilworth" or the "Partner Municipality"), having an office at 567 Boulevard, Kenilworth, NJ 07033. Collectively referred to herein as the "Parties" and individually referred to as a "Party" or the "Party".

**WITNESSETH**

**WHEREAS**, Madison and Kenilworth seek to enter into a Shared Services Agreement ("Agreement") pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the "Statute"); and

**WHEREAS**, the Statute authorizes and empowers the Parties to enter into this Agreement; and

**WHEREAS**, the Parties have adopted Resolutions to authorize the execution of this Agreement by their respective governing bodies; and

**WHEREAS**, this Agreement provides for certain Information Technology Support Staff from Madison to be shared with the Partner Municipality in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the Parties agree that Madison is not in the business of providing IT Support and that this Shared Services Agreement is specific to the work of the IT professional staff identified in this Agreement; 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 N.J.S.A. 40A:65-4.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. IT Staff. Madison shall employ the services of Ajay Rangu and Archee Joseph as Information Technology staff (collectively referred to as "Staff"). Staff shall also so serve as Information Technology Staff for Partner Municipality pursuant to the terms of this Agreement and the Statute.
2. Services Provided. Staff shall provide Information Technology services and support to both Madison and the Partner Municipality.
3. Term of Agreement; Extension. The effective date of this Agreement shall be January 1, 2025 and shall continue for a period of one (1) year, unless terminated earlier as provided in this Agreement. This Agreement shall renew automatically for an additional one (1) year period, upon all the terms and conditions of this Agreement, unless terminated earlier as provided in this Agreement.
4. Termination. This Agreement shall automatically terminate in the event there is a termination of either Staff member's employment with Madison. Madison shall notify the Partner Municipality of such Staff termination as soon as possible. Either Party may also terminate this Agreement with thirty (30) days written notice to the other, which notice shall be addressed to the Municipal Clerk of the other municipality.
5. Sharing of Services.
  - a. Staff's services may be performed either on site or remotely, depending upon the nature and immediacy of the issues facing Partner Municipality. The Parties and Staff will work together on scheduling.
  - b. The Partner Municipality acknowledges that Madison may enter into a similar Shared Service Agreement with other municipalities.
6. Payments; Fees.

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- a. Staff Service Charges. Partner Municipality shall pay Madison based on monthly billing for Staff services as follows:
  - \$614.77 base charge monthly.
  - \$92.78 an 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.
  - \$122.42 an 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.
  - \$92.78 an hour with a 1 hour minimum for on-site sessions taking place during normal business hours.
  - \$122.42 an hour with a 2 hour minimum for on-site sessions taking place outside of normal business hours, or on Holidays or weekends.
- b. Invoices. Madison shall provide Partner Municipality with a monthly invoice summarizing the hours Staff have supported Partner Municipality. Partner Municipality shall make full payment of invoiced charges to Madison within 30 calendar days of the date of each monthly invoice.
- c. Annual Insurance Fee. In order for Madison to enter into this Agreement, Madison's insurance carrier is requiring that Madison carry additional insurance solely for the protection of Madison. As such, Partner Municipality shall pay Madison an Annual Insurance Fee of \$1,500 to help defray said cost. The Annual Insurance Fee shall be due on or before January 15 of each year.
- d. Renewal. Should this Agreement automatically renew pursuant to paragraph 3 of this Agreement, then any and all fees and charges listed above shall increase by 3.2% percent for each additional year past the initial term. All other terms of this Agreement shall remain the same and in full force, unless otherwise amended pursuant to paragraph 15.

7. Employee Relations and Management.

- a. Staff are considered Full Time Non-exempt employees of Madison and are therefore entitled to vacation time and sick leave as outlined in the Borough of Madison Personnel Manual.
- b. While Staff shall be paid by Madison, Staff shall receive assignments from both Parties as well as other possible municipalities for which Madison has a Shared Service Agreement. The Partner Municipality shall be fully responsible setting priorities, for assigning the work and directing Staff's work related to the Partner Municipality. Each Party may require Staff to agree to protect its confidential information from anyone including the other Party to this Agreement.
- c. The Parties agree that nothing herein shall be deemed to create an employer/employee relationship between Staff and the Partner Municipality under Federal, State, employment, civil service, or other laws and regulations.

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8. Authority. The Parties to this Agreement have received authorization from their respective governing bodies to enter into same. Copies of such authorizing Resolutions are attached hereto as **Exhibit A**.
9. Insurance.
- a. The Parties acknowledge that it is not possible to name others as Additional Insured on Employment Practices Liability Coverage. As an employee of Madison, any employment practice-related liabilities for Staff will remain with the Borough of Madison.
  - b. The Parties each agree to maintain the following insurance and provide evidence of same to each other prior to the commencement of any work to be performed under this Agreement.
    - i. General Liability of not less than \$1,000,000 in limit, naming each other as Additional Insured.
    - ii. Auto Liability (including Hired and Non-Owned Auto Liability) of not less than \$1,000,000 in limit, naming each other as Additional Insured.
    - iii. Workers Compensation, with statutory limits of insurance, and Employers Liability of not less than \$1,000,000 in limit.
    - iv. Cyber and Privacy Liability of not less than \$1,000,000 in limit.
10. 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 other Party. 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.
11. Indemnification. The Parties shall indemnify and hold each other, and all representatives of the Parties, 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 responsibilities under this Agreement. Each Party acknowledges the risks associated with the arrangement as outlined, and specifically, the risks associated with information technology professional services. Each Party agrees that Madison is not in the business of affording IT Services to others. Each Party acknowledges that neither Party will have any ability to direct the work or work product of the individual while performing work for the other Party under this Agreement. Each Party agrees that the only method of recourse for any claims arising out of the performance of Staff under this Agreement will be their own respective insurance programs.
12. Dispute Resolution. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Parties hereto agree to be governed by laws of the State of New Jersey and any dispute shall be brought before the Superior Court of New Jersey, Morris County Vicinage. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The Parties hereby waive any rights they may have to a jury trial with respect to this matter.
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

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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 therein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all 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 provisions of this Agreement.
17. Counterparts. This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but on 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.

**IN WITNESS HEREOF**, the Parties have set their hand and seals and caused this Shared Services Agreement (IT Support) to be executed on the day and year above written.

ATTEST:

**BOROUGH OF MADISON**

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Elizabeth Osborne, Borough Clerk

By:

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Robert H. Conley, Mayor

ATTEST:

**BOROUGH OF KENILWORTH**

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Laura Reinertsen, Borough Clerk

By:

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Linda Karlovitch, Mayor

**Exhibit A**

Resolutions Authorizing Shared Services Agreement (IT Support)