

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE BOARD OF EDUCATION of THE NORTHERN
BURLINGTON COUNTY REGIONAL SCHOOL DISTRICT and
BOARD OF EDUCATION OF CHESTERFIELD TOWNSHIP and
BOARD OF EDUCATION OF MANSFIELD TOWNSHIP and
BOARD OF EDUCATION OF SPRINGFIELD TOWNSHIP**

THIS AGREEMENT is retroactive to the 1st day of July, 2018, between the Board of Education of the Northern Burlington County Regional School District, a body corporate of the State of New Jersey, having its principal offices located at 160 Mansfield Road East, Mansfield Township, Burlington County, State of New Jersey, (hereinafter referred to as “Northern Burlington”) and Board of Education of Chesterfield Township, 295 Bordentown-Chesterfield Road, Chesterfield Township, Burlington County, State of New Jersey (hereinafter referred to as “Chesterfield”) and Board of Education of Mansfield Township, 200 Mansfield Road East, Mansfield Township, Burlington County, State of New Jersey (hereinafter referred to as “Mansfield”) and Board of Education of Springfield Township, Jacksonville Road, Jobstown, Burlington County, State of New Jersey (hereinafter referred to as “Springfield”);

WITNESSETH:

WHEREAS, in accordance with the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., municipal bodies, authorities and school districts desiring to provide or perform services on behalf of each other may do so by contract; and

WHEREAS, Northern Burlington has been and remains in a position to provide technical services to other parties to this Agreement which are constituent school districts of the Regional School District operated by Northern Burlington; and

WHEREAS, these technical and support services have been provided by Northern Burlington to the various school districts on an informal basis for a number of years and it is the parties intention to memorialize this informal arrangement by entering into this Interlocal Services Agreement and to establish the services being provided and that payments to be made by the parties hereto for said services; and

WHEREAS, by Northern Burlington providing these services to the respective school districts, cost savings will be effectuated; and

WHEREAS, the parties hereto deem it appropriate to and desire to enter into a formal Interlocal Services Agreement for the providing of such services and the payment therefore by the respective parties.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants herein, it is agreed by and between the parties as follows:

A. Northern Burlington's Responsibilities and Obligations.

1. Northern Burlington will provide on-site support to Chesterfield by providing at least one technician per day, one day per week, eight hours per day, fifty weeks per year, including transportation. Further, Northern Burlington will provide an entry level support person for 16 hours per week, fifty weeks per year. Additional support shall be provided as deemed necessary by the Northern Burlington's Technology Director and agreed to by Chesterfield at an additional fee. Said additional fee shall be agreed upon by both parties using a cost basis of \$50 per hour.
2. Northern Burlington will provide on-site support to Mansfield by providing at least one technician per day, two days per week, eight hours per day, fifty weeks per year, including transportation. Further, during the summer months, Northern Burlington will provide entry level support person(s) for 40 hours per week, for eight weeks. Additional support shall be provided as deemed necessary by the Northern Burlington's Technology Director and agreed to by Mansfield at an additional fee. Said additional fee shall be agreed upon by both parties using a cost basis of \$50 per hour.
3. Northern Burlington shall provide on-site support to Springfield by providing at least one service technician, one day per week, eight hours per day, fifty weeks per year, transportation included. Additional support shall be provided as deemed necessary by the Northern Burlington's Technology Director and agreed to by Springfield at an additional fee.

Said additional fee shall be agreed upon by both parties using a cost basis of \$50 per hour.

4. Northern Burlington shall provide emergency response to the other parties by telephone, e-mail, cell phone or other personal response as necessary.
5. Northern Burlington shall provide the services of a service technician who shall be a qualified professional and familiar with each contact point.
6. Northern Burlington shall provide parts and supplies necessary to maintain the technical systems of the various parties through its own facilities or providing assistance with vendors who would supply same directly to the parties.
7. Northern Burlington shall host, maintain and administer e-mail addresses for all permanent staff members within the Regional School District which comprises the schools operated by Northern Burlington, Mansfield and Springfield.
8. Northern Burlington shall provide internet content filtering with appropriate software or hardware.
9. Northern Burlington shall provide e-mail filtering on stand-alone server with appropriate software or hardware.
10. Northern Burlington shall provide masked/server exposure to the internet through the Network Address Translation (NAT) behind Cisco Firewall or equivalent. In addition, software upgrades and hardware replacements shall be provided.
11. Northern Burlington shall provide continuous WAN/LAN network monitoring and bandwidth utilization reports.
12. Northern Burlington shall provide coordination/problem resolution with carrier/provider on all aspects relative to the WAN/Internet connections through the Northern Burlington Regional Technology Director.

B. Chesterfield, Mansfield, and Springfield Responsibilities and Obligations.

1. Each of the above named school districts shall promptly pay Northern Burlington the costs for the services provided on an annual basis as

estimated in the chart attached hereto and identified as Schedule "A". Payment shall be made to Northern Burlington in ten (10) equal consecutive monthly installments commencing on August 31st of each year and continuing until May 31st of each year.

2. The parties recognize and agree that the estimated cost projections outlined in Schedule "A" are reasonable and necessary for the equipment and services being provided by Northern Burlington and may be subject to change depending upon an increase in costs or unanticipated contingencies associated with each school district's respective program.

C. Miscellaneous.

1. If any clause, sentence, paragraph, section or part of this Agreement is determined to be invalid by a Court of competent jurisdiction then such judgment shall not affect, impair or invalidate the remainder thereof but shall be limited to clause, sentence, paragraph, section or part thereof.
2. Failure of any party to either provide services or make payments as called for in this Agreement shall give the other party the right to cancel this Agreement upon sixty (60) days written notice of such default and the failure of the party to cure same within ten (10) days of receipt of said notice.
3. This Agreement is extended each July 1 by mutual consent unless provided sixty days advance written notice of intent to cancel this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials as of the day and year first written above.

BOARD OF EDUCATION OF THE
NORTHERN BURLINGTON
COUNTY REGIONAL SCHOOL
DISTRICT

ATTEST:

Richard J. Kaz, Jr., Board Secretary

BY: _____
Kevin Zimmer, Board President

BOARD OF EDUCATION OF
CHESTERFIELD TOWNSHIP

ATTEST:

Patrick Pisano, Board Secretary

BY: _____
Board President

BOARD OF EDUCATION OF
MANSFIELD TOWNSHIP

ATTEST:

Bruce Benedetti, Board Secretary

BY: _____
Board President

BOARD OF EDUCATION OF
SPRINGFIELD TOWNSHIP

ATTEST:

Casey DeJoseph, Board Secretary

BY: _____
Board President

SCHEDULE "A"

ESTIMATED COST PROJECTION

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Chesterfield	\$72,100	\$74,500	\$81,500
Mansfield	\$101,500	\$106,300	\$111,100
Springfield	\$55,000	\$57,500	\$59,750