

**TOWNSHIP OF MAPLEWOOD**



**RESOLUTION NO. 207-14**

**RESOLUTION  
ENTERING INTO INTERLOCAL SERVICE  
AGREEMENT WITH THE TOWNSHIP OF  
SOUTH ORANGE VILLAGE FOR IT SERVICES**

**WHEREAS**, the Township of Maplewood ("Township") has need of IT services;

**WHEREAS**, the Township of South Orange Village ("Village") has the staff and resources to provide those services; and

**WHEREAS**, it is in the best interests of the Township to enter into an Interlocal Service Agreement with the Village, pursuant to N.J.S.A. 40A:65-1, et seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. The Township of Maplewood does hereby enter into an Interlocal Services Agreement with the Township of South Orange Village, pursuant to the provisions of N.J.S.A 40A:65-1, et seq. for IT Services, a copy of which is annexed effective as of January 1, 2014; and
2. The Township Mayor and the Township Clerk be and are hereby authorized to execute the Agreement on behalf of the Township of Maplewood.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on November 5, 2014.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 5th day of November 2014.

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**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk

## **Interlocal Services Agreement for IT Services**

### **Township of South Orange Village – Township of Maplewood**

The Agreement is entered into this \_\_\_\_\_ day of November, 2014 between the Township of South Orange Village (the "Village") and the Township of Maplewood (the "Township").

Whereas, the Township has a need for Information Technology ("IT") services and the Village has the staff and resources to provide those services; and

Now therefore, in consideration of the covenants and commitments herein, the Village and the Township hereby agree as follows:

#### **1. Areas of Support**

The Village will provide IT support and services, as needed and directed, for the following Township of Maplewood Departments: Administration, Finance, Tax Collection, Clerk, Construction, Engineering, Recreation, Public Works, Welfare, Health, Fire Department and Police Department. Additional entities will only receive support when accessing Township of Maplewood resources.

The Parties agree that they will develop a mutually agreed upon process and procedure for the requesting of services and the authorization of fees for services.

#### **2. Scope of Services**

The Village will provide the following IT services to the Township:

##### **A. Level I: Basic Technical Support**

The Village will place appropriately trained personnel on site to provide routine desktop support, troubleshooting, repairs, setups, installations and peripheral connections (excluding parts which shall either be ordered through Township accounts or billed to the Township at actual cost). Level I Services shall be provided with a minimum response time of the next business day.

Under normal business conditions, this level of support will involve:

- Routine maintenance of desktops.
- Systems & software documentation assistance with employee or vendor personnel.
- Troubleshooting printers and printing problems, including diagnosis and recommendation of hardware replacement where necessary.
- Installation of licensed software on employee desktops, including appropriate configurations compliant to existing IT policies.

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- Provide detailed knowledge of client email and office software products to facilitate enhanced productivity and security.
  - Regularly screen for and resolve common virus and spyware issues.
  - Desktop support will include the following Windows platform versions: XP, Vista, Windows 7 and 8.
  - Provide basic hardware support and make routine desktop repairs.
  - Provide other routine and basic support at the desktop and client level to maintain an effective, reliable and secure technology environment. Tasks can include applying software and security patches.

## **B. Level II: Core Infrastructure Support & Project Deployment**

The Village will allocate senior IT staff time to advanced infrastructure support. These activities will principally focus on the monitoring and maintaining of the Township back-end servers and other shared technologies currently in place. By creating a multi-sided standard IT structure, the Village can better address the continuing core needs of the Township while reducing effective costs of staff time. Level II Services shall be provided with a minimum response time of the next business day.

Under normal business conditions, this level of support will involve:

- Network infrastructure changes for existing devices.
- Support of the existing server infrastructure and those installed as a result of new project activity (beyond the duration of the project activity) of servers in any of the Township of Maplewood supported locations.
- Hardware and software deployment assistance. This includes any devices being widely deployed on a large scale to the Township of Maplewood, such as laptops, desktops, or software.
- Bringing additional new small sites online.
- Basic firewall upgrades and modifications.
- Resolution assistance for any issues that the 'on the ground' duty technician is unable to resolve.

## **C. Level III: Planning & Project Development**

The Village will allocate senior IT staff time to project development and IT related planning. This level differs from Level II in that it is to accommodate the development cycle of new or replacement technology installations or services. In addition to planning related to any IT requirements the Township of Maplewood may develop as a consequence to the evolution of ongoing operations, this may include but is not limited to new server or network infrastructure and new facility IT technology planning. Level III Services shall be provided with a minimum response time of four hours or by appointment.

Planning & Project Development will be allocated to:

- Development and planning of new or replacement infrastructure (system) designs to accommodate the needs and requirements of the Township of Maplewood.

- Hardware and software architecture and planning assistance. This includes any devices being considered for deployment on a large scale to the Township of Maplewood, such as laptops, desktops, or software.
- Availability to work with vendors and contractors to deploy complex IT systems, including network systems, wireless systems or any other infrastructure not specifically maintained directly by the Village.

#### **D. Level IV: Emergency Support**

The Village will also provide emergency support that is not covered under normal planning or maintenance services. Emergency Support needs will vary throughout the year. It can be anticipated that an emergency response will occur once every two months. Such a request could require multiple staff members to be needed to assist in rectifying any problems occurring causing the emergency situation. Emergency Support rates will only apply for services provided outside of regular Village business hours. (M-F, 8:30 a.m. – 4:30 p.m.) Level IV Services shall be provided with a minimum response time of four hours.

Examples of Emergency Support Services would include:

- Internet connection debugging or failure.
- Data Recovery Assistance.
- Core service failures at the Township of Maplewood (failures related to the network, DNS, Windows services, critical workstations).
- Server failures.

#### **E. Level V: Free Services**

At times some information sharing, staff direction and project planning will be provided free of charge. This can include items such as monthly review meetings with administration, quality assurance sampling, managerial direction and support for the 'on-site' technical staff.

#### **F. Access to Township Systems**

The Township acknowledges and agrees that the Village's IT staff will have access to the Township's network and infrastructure, both physical and remote/virtual, for purposes of providing the services hereunder and that the Village can and may utilize its network management system and other systems and tools in the provision of those services.

### **3. Compensation for Services**

The Village and the Township have agreed that the Village will provide and the Township will pay for services at the following rates, with all time billed in one quarter hour increments:

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**A. Level I: Basic Technical Support:**

The Village will provide on-site Basic Technical Support staff for 12 hours a week provided in fixed four hour shifts three days a week, with the specific days and hours to be mutually agreed upon and subject to adjustment by mutual agreement. The rate for Basic Technical Support services is \$80/hour and the Township has committed to an annual minimum of 500 hours for a total annual minimum of \$40,000, with additional hours to be billed at the hourly rate.

**B. Level II: Core Infrastructure Support & Project Deployment.**

The Village will provide Level II: Core Infrastructure & Project Deployment services to be billed at the rate of \$95 per hour. The Village and the Township recognize that the need for Level II services is unpredictable and sometimes discretionary and, as such, there is no minimum commitment for Level II services. The Village anticipates that Level II services for reasonably anticipated and required maintenance and support of the existing Township systems will average approximately 3 hours per week. Whenever Level II services would involve optional or discretionary services beyond regular maintenance of the existing systems, the Village will present a scope of proposed services and estimate of cost and hours to the Township for approval and direction.

**C. Level III: Planning & Project Development.**

The Village will provide Level III: Planning and Project Development services to be billed at the rate of \$95 per hour. The Village and the Township recognize that the need for Level III services is planned and predictable and, as such, there is no minimum commitment for Level III services. Whenever Level III services are recommended, the Village will present a scope of proposed services and estimate of cost and hours to the Township for approval and direction.

**D. Level IV: Emergency Support**

The Village will provide Level IV: Emergency Support services to be billed at the rate of \$125 per hour. The Village and the Township recognize that the need for Level IV Emergency Support services is inherently unpredictable and, as such, there is no minimum commitment for Level IV services. The Village will only charge Emergency Support services rates for work occurring outside of normal Village business hours.

**4. Invoices for Service**

The Village will provide Invoices detailing the hours and services provided on a monthly or quarterly basis as may be mutually agreed. Payment of Invoices is expected within 45 days of receipt.

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## **5. Term, Termination and Renewal**

### **A. Term**

The term of this shall be for a period of two years, commencing on January 1, 2014 and ending on December 31, 2015.

### **B. Termination**

Either party shall be able to terminate this Agreement, with cause after giving ten (10) days written notice or without cause after giving ninety (90) days written notice, to the other party.

### **C. Renewal**

This Agreement shall automatically renew for an additional two year term unless either party provides ninety (90) days written notice to the other party.

## **6. Miscellaneous**

### **A. Quarterly Meetings and Reports**

The Parties agree to meet quarterly to review the provision of services under this Agreement and address any issues that may arise. The Village will provide quarterly reports as to the services provided hereunder.

### **B. Dispute Resolution**

Except as otherwise provided herein, in the event a dispute arises concerning the terms and conditions of this Agreement, the Parties agree that it is not in their best interest to submit such disputes to litigation. Instead, the Parties agree:

1. The representatives of the Village and the Township who are directly involved in the disputed issue shall attempt to resolve the dispute, and if that is not successful;
2. The Administrator and one elected official from each Party shall attempt to resolve the dispute; and if that is not successful;
3. The Parties shall agree to appoint a mutually agreed upon Arbitrator, who shall be a retired New Jersey Superior Court Judge, to sit as an independent arbitrator of the dispute. Each Party will be responsible for their own costs in such arbitration and the Parties shall equally share the costs and expenses of the Arbitrator. The Parties agree that the decision of the Arbitrator shall be binding and final.

**C. Entire Agreement and Severability**

This Agreement represents the entire agreement of the Parties and no prior discussions or representations are a part of this Agreement unless expressly stated herein. If any clause, sentence, paragraph, section or part of this Agreement is adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

**D. Notices**

Any notices that shall be required under this Agreement shall be delivered, via hand delivery of U.S. Mail, to:

**Mail Delivery:**

Village Administrator  
Township of South Orange Village  
101 South Orange Avenue  
South Orange, NJ 07079

**Hand Delivery:**

Village Administrator  
Township of South Orange Village  
76 South Orange Avenue, 3<sup>rd</sup> Floor  
South Orange, NJ 07079

**Mail or Hand Delivery:**

Township Administrator  
Township of Maplewood  
574 Valley Street  
Maplewood, NJ 07040

**E. No Assignments**

This Agreement may not be assigned by either Party without the expressed written consent of the other Party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date above written.

Township of South Orange Village

\_\_\_\_\_  
Susan Caljean  
Acting Village Clerk

\_\_\_\_\_  
Alex Torpey  
Village President

Township of Maplewood

\_\_\_\_\_  
Township Clerk

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Victor DeLuca  
Mayor