

Sussex County



Joint Services Guide Lines in the Private Cloud

Department of Central and Shared Services

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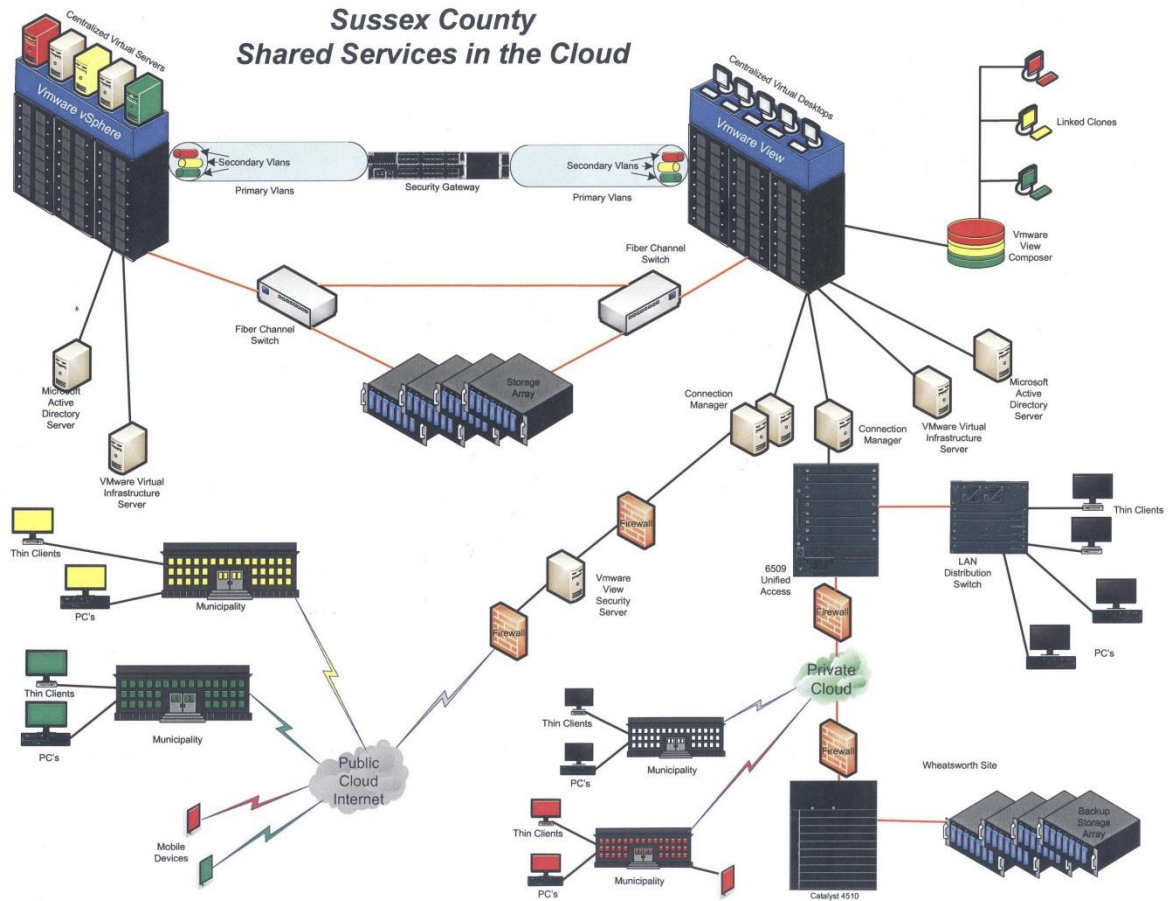
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Preface

Sussex County's development in Server and Desktop Virtualization has created a Private Cloud Computing model that can distribute technology services to the supporting community. By analyzing our business services, or applications and then modify them to enhance efficiently and productivity. This requires more than a centric view of the organization. By looking at the relationships of all the business processes that's encompassing local government organizations. This creates opportunities to boost performance, increase innovation, and a better return on investment.



Introduction

This business model has as its prime objective the sharing of resources, improving technology services, and reducing Total Cost of Ownership. Subsequently, additional local governing agencies will be invited to join these shared services, participate in the business model and share in resources and costs.

There are applications and services that Sussex County does not provide but local governing municipalities do therefor municipal services can be shared amongst other municipalities. Ultimately having a vertical network infrastructure that supports a wider diameter of services, will develop a seamless data network between the county, the municipalities and the citizens of Sussex County.

PART I

A GUIDE TO JOINT SERVICE FEASIBILITY STUDIES

Feasibility studies for joint services do not have to be lengthy, complicated documents. This part of the whitepaper helps you review potential joint services and guides you through the process of planning to act together. There is no mystery to joint services feasibility. It needs to address basic questions with the necessary amount of detail. Common sense is the most important ability in conducting service feasibility.

The following pages outline a feasibility study. Because it is a general guide; the outline covers greater detail than your study may require. Not every item applies to everyone's shared service business model. Choose those elements which pertain to your study.

The first step is for each local unit to designate someone to be responsible for its contribution to the study. In making this assignment, the governing body must emphasize the importance of the study and the need for its timely completion. It should be a priority assignment.

Each coordinator should follow the same format and work to an agreed upon schedule. Periodic meetings of all of the coordinators are needed to keep everyone on the same track and to review preliminary information. This will keep the study moving and on target.

Public input should be considered at the initiation of the study process. This could be in the form of public hearings or through the appointment of citizen members to the study team.

The completed feasibility study serves as a plan to implement the joint service. It is the basis for policy decisions by the local governing bodies and an integral part of the interlocal agreement that puts the joint service into effect.

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1. ESTABLISH A CLEAR GOAL FOR THE JOINT SERVICE.

DESCRIBE THE SERVICE TO BE PROVIDED

- ✓ Identify what service is to be provided on a cooperative basis.
- ✓ Clearly define what aspects of the service will remain the individual responsibilities of the participants.
- ✓ State any particular requirements which must be addressed by the joint service.

CLARIFY EXPECTATIONS ABOUT THE JOINT SERVICE

What does your community hope to gain by participating in the joint program?

- ✓ Cost savings?
- ✓ Improved level of service?
- ✓ Establish a previously unavailable service?
- ✓ Greater efficiency of service operations?
- ✓ Describe what criteria will be used to measure the quality of services provided or the effectiveness of the joint service.

ARE ALL POTENTIAL PARTICIPANTS INCLUDED IN THE STUDY?

- ✓ Have all local units which could benefit from the joint service been included in the study? If not, why?
- ✓ Will the establishment of a joint service inadvertently have an adverse effect on a non-participating community?

2. PROVIDE FOR AN EXISTING SERVICE

DESCRIBE THE LEVEL OF SERVICE CURRENTLY BEING PROVIDED BY EACH LOCAL UNIT WHICH WILL PARTICIPATE IN THE JOINT SERVICE.

- ✓ For each participant, describe how it presently provides the service or accomplishes the task.
- ✓ What department, division, etc. Of the local unit provides the service?
Describe how the local unit is organized to perform the function. Include a table of organization showing the structure of the agency.
- ✓ Who is responsible for what aspects of the service? Identify positions, titles and responsibilities, including lines of authority, etc.
- ✓ Identify any equipment, vehicles or special material which may be required.
- ✓ Identify the physical facilities used or required to provide the service.

DESCRIBE THE LEVEL OF SERVICE PRESENTLY BEING PROVIDED

- ✓ Identify the service and the level of service presently being provided by each participant. Use quantifiable measures whenever possible. For example: the number of road sign repairs per day, per truck, and per crew members per day, or the number of patrolman per shift, etc.

DOES THE SERVICE MEET CURRENT NEEDS?

- ✓ Is the current level of service adequate for present needs? Describe any shortfall or surplus in services provided.

WHAT ARE THE FUTURE SERVICE NEEDS?

- ✓ Project the level of service to be required for the next two to five years. Will it increase or decrease? What factors are known that will affect the demand for the service?
For example: Will a new shopping center affect the level of police or fire protection needed?

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3. DETERMINE EACH PARTICIPANT'S COST

TOTAL COST FOR EACH LOCAL UNIT OF PROVIDING THE EXISTING OR NEW SERVICE.

- ✓ List the current budget (operating and capital, if any) for providing the service.
- ✓ Include all costs, particularly those which may be carried elsewhere in the municipal budget.
- ✓ Using the service units developed below to determine the total cost to each local unit to provide the present level of service to its residents. Include all direct and indirect costs taking in account where applicable salaries, benefits, equipment, overhead, rent, materials and supplies.

WHAT IS NEEDED TO MEET MINIMUM SERVICE LEVELS?

- ✓ If a local unit's present service level is inadequate, identify what would be required (in budget dollars, additional staff, operating equipment, etc.), to bring the services up to the minimum acceptable level.
- ✓ If the service is not provided at all, develop the costs which would be required to meet the minimum service level if the local unit were to provide the service on an individual basis.

PROJECTED SERVICE COST

- ✓ Using the projected professional service demands developed in Part II, and then include the OPEX can estimate the total cost to each local unit if it were to provide the service either on its own or as a shared service for the year.

Infrastructure as a service									
Municipal Shared Service Price List for 2013									
Infrastructure OPEX					Desktop Hardware				
Virtualization	Annual	Processors	1 Core	Yearly	NRC	Each			
VMware Server	\$34,675.00	72	\$481.60		Thin Client Wyse	\$388.00			
VMware Desktop	\$11,800.00	200	\$59.00		100gb Drive Space	\$171.00			
					Monitor 23"	\$212.00			
					DVD Drive	\$42.00			
					Speakers	\$23.00	Total	\$836.00	
Software Licenses	Non Recurring Charge				Windows 7 & Office Pro		Software	\$489.00	
Server:	1 Processor						Package	\$1,325.00	NRC
Windows 2008 server	\$3,380.60				Dell OptiPlex 9010	NRC			
Windows 7 Desktop	\$132.00				Monitor 23"				
Microsoft Office Pro 2010	\$357.00				DVD Drive & 300gb HD				
					Speakers				
Shared Service	Annual				OEM Software		Package	\$1,322.81	NRC
		Machines		1 Machine					
Tape Backup Archive	\$38,129.00	74		\$515.26					
Disk Backup	\$20,000.00	74		\$270.27					
Antivirus & Spyware	\$8,035.00	274		\$29.32					
Storage	Annual	Terabytes	1 Terabyte	Gigabyte					
EMC SAN	\$65,000.00	38	\$1,710.53	\$1.71					Yearly
Fax Server	Annual	Department		1 Department					
	\$3,000.00	42		\$71.43					Yearly
Annual Desktop:	\$529.59								
Annual Server:	\$3,006.98								

This example is using the itemized yearly OPEX divided by one virtual machine. The software licenses and desktop hardware cost is a one-time cost. General observation discovered that a desktop cost is the same for either a physical machine or a thin client device.

4. DESCRIBE HOW THE SERVICE IS TO BE PROVIDED ON A JOINT BASIS.

DETERMINE SERVICE LEVELS REQUIRED

- ✓ Using the data from the previous sections, determine the current service needs and the required levels of service for all study participants.

FIX RESPONSIBILITY FOR PROVIDING THE SERVICE

- ✓ Based on the required services and the current capabilities of the participants, determine which local unit is best suited to provide the service to the other(s). If participants will perform a portion of the total program, identify the responsibilities of each. Describe how the provision of the joint service would be organized and administered.

IDENTIFY WITH NECESSARY DETAIL, THE FOLLOWING:

- ✓ Identify the service to be provided. Discuss how it will be provided to the residents of the participating local units. Identify which participant is responsible for what specific aspects of the service. Indicate who (which office or department) is responsible for providing the service.
- ✓ Establish the administrative structure for the joint service. Which department will be responsible for providing the service? Determine the staffing level required, the number of employees, supervisors, clerical, support staff, etc. Determine the salary and benefits costs using the current wages of the service provider. Is there a need for all current employees of the participants or will some be available for other assignments?
- ✓ Determine the type and amount of equipment required. What use can be made of the existing equipment and facilities of the participants? Identify additional equipment or supplies required.
- ✓ What facilities are required? Where should they be located? Who will be responsible for operating and maintenance requirements? Will any existing facilities become surplus or available for other use?

IDENTIFY POTENTIAL PROBLEM AREAS

- ✓ If policy or operational problems can be anticipated, identify them. For example: Will Civil Service status be an issue? If employees are to be reassigned, what impact will this have? Do current labor agreements or contracts affect the ability to implement the joint program?

5. DETERMINE THE TOTAL COSTS.

TOTAL COST OF THE JOINT SERVICE AND EACH PARTICIPANT'S STRUCTURE

- ✓ Using the current cost data determine the total cost of providing the service on a joint basis as developed in Part 3. Include all direct and indirect costs.

COST OF THE SERVICE TO EACH PARTICIPANT

- ✓ Determine the service level provided to each participant, and develop an objective, quantifiable basis for calculating the annual cost of such service for each participant. If participants will provide equipment or material from their current service programs, include the costs of these "In-Kind" contributions.

MEASURE THE SERVICE TO EACH PARTICIPANT

- ✓ Describe the criteria to be used to measure the amount of service provided to each participant. Describe the criteria to be used to measure the quality or effectiveness of the service program.

6. DOES THE PROPOSED INTERLOCAL SERVICE MEET THE ESTABLISHED GOALS?

- ✓ Reduction of service costs for participants
- ✓ Improved levels of service for participants
- ✓ Services provided which would otherwise be unavailable

7. ASSESS THE ECONOMICS, ADMINISTRATIVE AND OPERATIONAL.

ECONOMIC FEASIBILITY OF PERFORMING THE SERVICE ON A JOINT BASIS

- ✓ Compare each participant's individual cost of providing the current service level to the anticipated cost of the proposed joint program. Is it economically feasible? If costs are higher than present, is the service level improved sufficiently to justify the joint effort?

OPERATIONAL AND ADMINISTRATIVE FEASIBILITY

- ✓ Will the operational aspects of the proposed joint program deliver the service effectively and efficiently? Have all administrative matters been addressed to the satisfaction of the participants?
- ✓ What will be the public reaction to the joint provision of the service? What provision has been made for the residents to express their views?

PART II

IMPLEMENTING INTERLOCAL SERVICES

Pragmatism has a place in local government. Those who fail to follow this dictum may soon realize that some financial, political or legal difficulty could have been avoided if certain facts had been taken into account.

The first Section addresses questions that should be considered prior to developing an interlocal agreement. These questions fall into four areas:

- ✓ *Legal Considerations*
- ✓ *Cost*
- ✓ *Public Reaction and Policy Issues*
- ✓ *Assessing Resources*

Next, the Steps in Negotiating An Interlocal Agreement are identified. When the decision is made to formally cooperate, the contract specifying the role and responsibilities of all of the participating governmental entities needs to be drafted. It will be unique to the specific situation and requires attention to detail. One size does not fit all. In the previous section the understanding of a collection of service issues are identified. By examining consilience relationships of all the business processes that's encompassing a shared service, creates opportunities to link together the different principles forming an interlocal service agreement.

Part II, identifies some of the potential elements found in an interlocal services agreement. The details of the agreement are as important to the success of the activity as is the feasibility study. These design choices result in a big difference between the internal and external variables to facilitate a traditional agreement.

This is accomplished through adopting collaborative innovation, rather than focusing solely on one division's value to the organization. It's about helping our communities better integrate, access, and analyze information more efficiently. For a successful interlocal service, reality must take precedence over public relations, for human nature cannot be fooled. These considerations will lead to newly emerging applications that can benefit from these principles and techniques.

1. LEGAL CONDERATIONS

The State encourages its political subdivisions to cooperate. This is evidenced by the numerous statutes authorizing interlocal cooperation. These range from the broad authorization of the Interlocal Services Act to laws permitting joint action on local planning (See Appendix). After ensuring that there is specific authority for the proposed joint service, the next area of concern is the participant's level. The following questions may serve as a guide to the type of information needed prior to the negotiation of an interlocal agreement.

- ✓ Are there any local ordinances that might affect an agreement for interlocal services?
- ✓ Have you considered procedures or requirements for the hiring, release, or change of status of personnel affected by the agreement?
- ✓ What about issues including liability, damages, allowable overhead costs. Equipment and property disposition at the termination of the agreement?
- ✓ Are there procedures for amending and monitoring the agreement?
- ✓ Under what conditions or circumstances can the agreement be terminated?
- ✓ Does the proposed activity require the review and/or approval by another local or State agency? (Autonomous local authorities, boards and commissions created by and within a single local unit require the approval of that local unit to enter into an interlocal services agreement.)

2. COST

The costs of implementing the interlocal agreement are of primary concern to all participants and their residents. There is always the potential that initial costs may increase until the service or activity is well established. All of the possibilities should be thoroughly considered by all of the parties to the agreement. Questions to be considered are:

- ✓ What are the personnel, operating and capital costs of the service to be provided?
- ✓ What provisions should be made to accommodate inflationary costs?
- ✓ If costs paid by the recipient(s) do not cover actual costs, what method can be used for adjustment?
- ✓ What administrative costs should be part of the "cost of services?" Should overhead costs include depreciation of assets, rent, utilities, and liability insurance?
- ✓ What is an acceptable method of determining costs and payments?
- ✓ Will the costs be affected by additional participants
- ✓ Is it really cost-effective to join with other governmental units to provide the service? If costs are higher than present, is the hardware or service level improved sufficiently to justify the joint effort?

3. PUBLIC REACTION AND POLICY ISSUES

Politics is a part of any intergovernmental agreement. Citizen reaction and confidence has to be assessed in all of the participating jurisdictions.

- ✓ What will be the public reaction to the agreement in both the provider and recipient jurisdictions?
- ✓ How will you deal with the residents who object to services being provided by a different agency?
- ✓ To which jurisdiction would citizens complain about the service -- the provider or the recipient? How will complaints be addressed?
- ✓ Do the participating jurisdictions understand that the provider may have to assume some policy control over the service?
- ✓ What problems may arise during the transition of independent to interlocal provision of services? Is there a mechanism to resolve the issues?
- ✓ How will the interlocal provision of services affect local businesses?
- ✓ Is it necessary to make provisions to accommodate additional members?

4. ASSESSING RESOURCES

The impact of the interlocal agreement on local resources should be considered.

- ✓ What changes might be needed to provide the service, including -- personnel, facilities, equipment, and organization or structural arrangements, and fiscal procedures?
- ✓ Does the potential provider of the service have the capacity to provide the service at the anticipated level of service?
- ✓ Will the present recipients of the service be shortchanged?
- ✓ What impact will the interlocal agreement have on current staff?
- ✓ Can present personnel and facilities be reallocated? Relocated?
- ✓ Will the salaries of personnel be affected by the arrangement?
- ✓ How will the interlocal agreement affect and be affected by local labor agreements?

5. STEPS IN NEGOTIATING AN INTERLOCAL AGREEMENT

The decision as to whether or not to enter into an interlocal service agreement should come as the final step in the comprehensive evaluation process. Following a clear, logical progression in arriving at the threshold question will ensure that the agreement covers the plan of operation satisfactorily and address the concerns of all of the participants. It is essential that all of the "i's" be dotted and all of the "t's" crossed.

As outlined in Part I, of this white paper; the first step is to conduct a feasibility study to determine whether the performance of the function or service with another unit of local government is the most economical or desirable course of action. Develop a proposed plan of operations which details how the service or function will be provided on a joint service or contractual basis.

Using the feasibility study as a guide:

1. Identify the terms and conditions of the agreement.
2. Prepared the preliminary agreement, including all matters agreed upon and providing necessary legal safeguards for all parties concerned.
3. Perform a legal and substantive review of the preliminary agreement.
4. Hold a public hearing in each community to assess citizen feelings and concerns regarding the proposed interlocal agreement and the plan of operations.
5. Finalize any outstanding issues and reach a consensus on the terms and conditions in the final agreement.
6. Adopt an ordinance or resolution in each jurisdiction approving execution of the agreement and authorizing the appropriate officials to sign it on behalf of the governmental unit.
7. Execute the agreement and provide copies to all parties.
8. Implement the program as described in the agreement.
9. Evaluate the performance of the service on a regular basis.
10. Make modifications as necessary.

6. PARTS OF AN INTERLOCAL AGREEMENT

An interlocal services agreement sets forth the roles and responsibilities of the participating local governments. It details the "who," "what," "when" and "where" of the service or activity to be undertaken and provided. The following is a generalized outline of elements which might be reflected in an interlocal agreement. Refer also to N.J.S.A. 40:8A-4 and 5 for the statutory requirements regarding the content and approval of an interlocal services agreement.

1. Nature of the arrangement

- a. Description of parties involved
- b. Explanation of need for agreement
- c. Citation of legal authority
- d. Definition of terms

2. Exact nature and extent of services to be performed

- a. Measurable performance standards
- b. Specific assignment of responsibility

3. Service charges or formula

- a. "Start-up" and in-kind contributions
- b. Salaries and employee benefits
- c. Depreciation of equipment
- d. Overhead
- e. Office supplies
- f. Clerical work (support services)
- g. Capital expenditures
- h. Cost modification procedures

4. Administration

- a. Unit(s) responsible for services
- b. Control over responsible units
- c. Citizen inquiries and complaint resolution
- d. Addition of new participants
- e. Liability issues and responsibility

5. Fiscal Procedures

- a. Budgets, including distribution of activity revenues
- b. Manner and time of payments
- c. Reports and records Maintenance

6. Staffing and Personnel

- a. Procedures
- b. Terms
- c. Utilization of personnel
- d. Safeguards for Civil Service rights, privileges, immunities and fringe benefits

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7. Property Arrangements

- a. Use, control and maintenance of facilities

8. Monitoring and evaluation

- a. Evaluation schedule
- b. Duration, termination and amendment, arbitration, question resolution

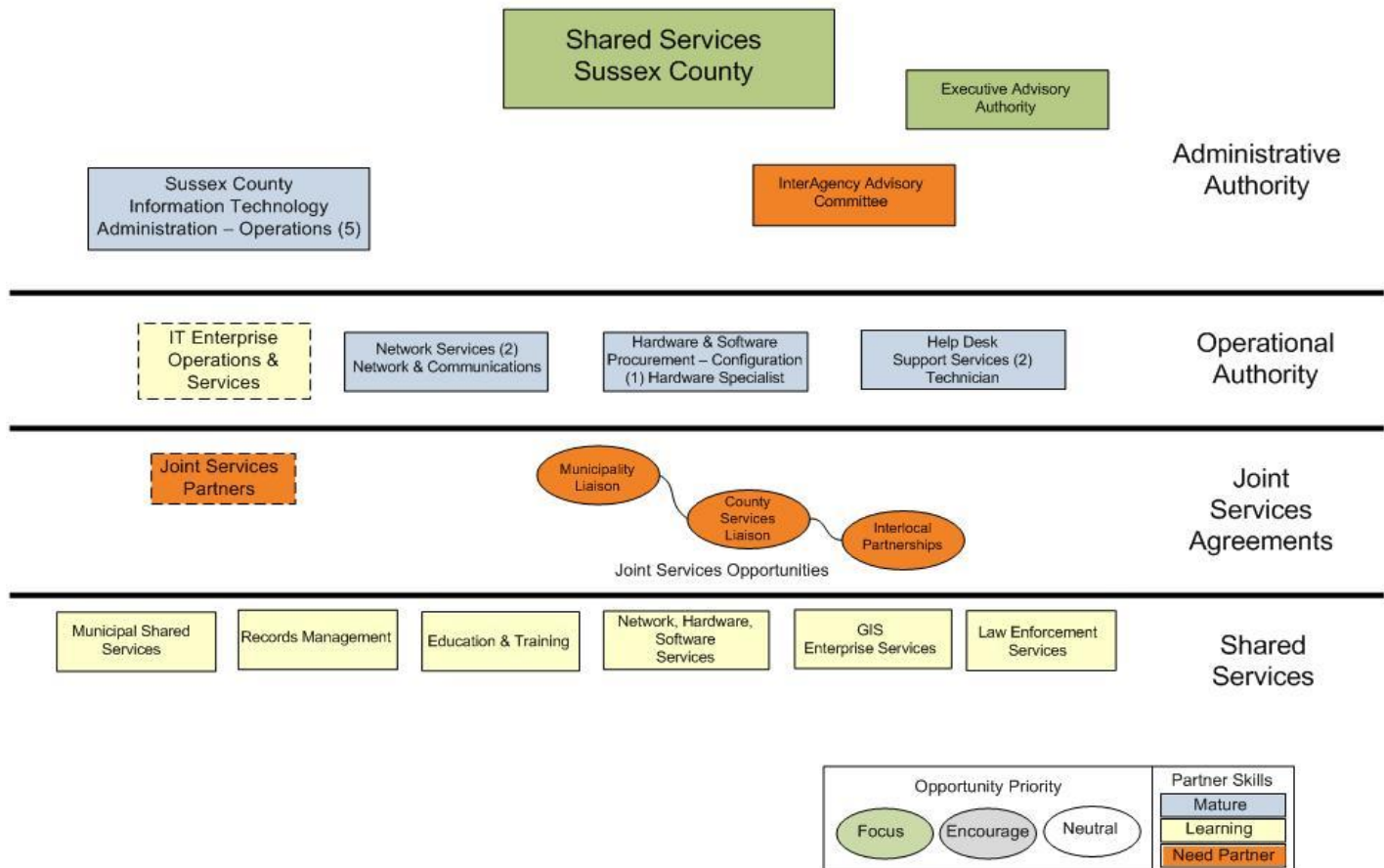
PART III

LEARNING and GOVERNANCE

Through joint services as a distributed Private Cloud program, technology resources would be shared and services consolidate. The services that are delivered from this private cloud collaborative can consist of IT support, Hard Drive Storage, Server, Desktop, Applications, and Professional services. County government administration as well as municipal administration would create a comprehensive County – Municipal enterprise service model that will govern joint services in order to readily meet service requirements, and would improve in supporting existing Interlocal services agreements.

1. JOINT SERVICES ORGANIZATION CHART

Sussex County – Joint Services – Organization Chart



2. ADMINISTRATIVE AUTHORITY

Success of this business model and Governance plan is based on effective management of the Administrative Authority Group.

- ✓ **The Shared Services Department** has the responsibility to obtain the funding, and develop an organization necessary for successful deployment of joint service operations. Thus having a County Shared Services Coordinator. The Shared Services Coordinator has two important advisory groups, the Executive Advisory Authority and the Inter-Agency Advisory Committee. These two groups are used for developing administration guidelines and management guidelines for joint services. These two groups also forecast and manage the negotiations of costs, delivery of services, and service levels.
- ✓ **The Executive Advisory Authority** is composed of the Shared Services Coordinator, County Administrator, and the Municipal Administrator. This Executive Advisory Authority has the responsibility to negotiate and execute the Joint Services inter-local agreement(s). This authority would add members based on any additional services offered, and when additional municipalities become participants of these Joint Services. This authority would establish administration and guidance for all partners and services. The Executive Advisory Authority would extend and review all applications for service opportunities, as well as subsequent deployment of the technology and professional services models to other Local Government Units. (Municipalities Agencies)
- ✓ **The Interagency Advisory Committee** has the responsibility to establish and provide guidance to the Sussex County Information Technology Department's Administration for all the negotiated operations of Joint Services to be deployed and for the renewing of established agreements or the termination of expired service agreements.

3. OPERATIONAL AUTHORITY

- ✓ **The Sussex County Information Technology Administration** has two responsibilities. The operation of the County's vast delivery of network services, with the delivery of service levels that are based on the inter-local agreements.
- ✓ In cases of technology deployments the department reports to the Shared Services Department whether it's professional services or computer services through the inter-local agreements that have been deployed or terminated in accordance with the inter-local agreement.
- ✓ **The IT Enterprise Operations & Services Division** has the responsibility to function at the Operational level, thus ensuring that the information technology inter-local agreements are ready for production, deployed, and in accordance with the agreement.
- ✓ To insure the deployment of the service criteria the IT Enterprise Operations & Service Division reports directly to the Sussex County Information Technology Department. The IT Enterprise Operations & Services Division has an independent budget and financial responsibility to the Shared Services Department. This structure permits clear and auditable financials for all services offered through the Joint Services Inter-local agreements and professional resources that complement the county operations but does not detract from those service standards levels already established.

4. JOINT SERVICE AGREEMENTS

- ✓ A Joint Services Agreement would consist of a Shared Service like Law Enforcement that a Municipality Liaison and a County Services Liaison would be interested in pursuing. This would create an Inter-local Partnership. Then this inter-local partner would join the Interagency Advisory Committee as a Joint Service Partner and negotiate an interlocal agreement.
- ✓ The Interagency Advisory Committee would share these results with the Executive Advisory Authority, whom would provide additional guidance for service standards, improvements or compliance. Then the Shared Services Coordinator and the Information Technology Administration along with the Interagency Advisory Committee would review the service standards as appropriated and correlate such standards to support and budgetary costs forecasted. This business and information model reviews and accommodates joint services participant's recommendations. Once the inter-local agreement is finalized then the IT Enterprise Operations & Services Division would deploy the joint service.
- ✓ All funding would be aggregated to a central independent IT Enterprise chart of accounts. This permits initial funding to be deposited and controlled for shared resources and operations of the deployment. All enterprise participants would contribute into this financial structure and all common services would be paid from these accounts. This eliminates commingling and later audit difficulties of state, county and municipal funds.
- ✓ Each Joint Service Partner would complete annual service evaluations based on these standards, and present their evaluation to the Interagency Advisory committee. The Interagency Advisory committee would share these results with the Executive Advisory Authority, whom would provide additional guidance for service standard improvement or compliance. The Shared Services Coordinator and the Interagency Advisory committee would modify the service standards needed to accommodate the adjustments agreed upon and maintain corroborative funding forecasted. This business and information model reviews and accommodates joint services participant's recommendations for improved operations.

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5. SHARED SERVICES

The discovery of our mutually agreed upon list of services can be presented as a list of public amenities offered that we can provide to each other. Presently we started out with the most requested services.

Professional Services Menu for 2013					
Government Agency: Walpack Township					
Project Name: Network Installation					
Service Offering	Activity Provided	Job Role	Hours	Cost	
Network Hardware Purchasing	IT Enterprise Operations				
Desktop Hardware Purchasing	IT Enterprise Operations				
Network – Cabling & Fiber installation	IT Enterprise Operations	T	21		\$1,260.00
Network - Service & Maintenance	Professional Services Contract	E	8		\$720
Network – Software & Maintenance	Professional Services Contract				
Server Software - Exchange	IT Enterprise Operations				
Server Software – Domain	IT Enterprise Operations				
Help Desk - Software	IT Enterprise Operations	T	10		\$600.00
Security – Software	Professional Services Contract				
Records Management - Software	IT Enterprise Operations				
Records Management - Professional Service	County Records Management Administration				
GIS -- Software	IT Enterprise Operations				
GIS -- Enterprise Professional Services	County GIS Administration				
Education & Training	IT Enterprise Operations				
Interlocal service agreements	Shared Services Administrative Authority	PC	15		\$1,350.00
Law Enforcement Professional Services	County Sheriff Office				
Municipal Services	Municipal Operations				
				Total:	\$3,930.00
Code	Professional Job Role		Hourly		
T	Technician	County Enterprise Operations	\$60.00		
E	Engineer	County Enterprise Operations	\$90.00		
SE	Senior Engineer	County Enterprise Operations	\$120.00		
C	Consultant	County Enterprise Operations	\$165.00		
AR	Architect	County Enterprise Operations	\$215.00		
LAR	Lead/Principal Architect	County Enterprise Operations	\$240.00		
MA	Master Architect	County Enterprise Operations	\$310.00		
PC	Project Coordinator	County Enterprise Operations	\$90.00		
PM	Project Manager	County Enterprise Operations	\$155.00		
SPM	Senior Project Manager	County Enterprise Operations	\$200.00		

PART VI

COMPLAINT RESOLUTION PROCESS

Complaints alleging a violation of professional service levels or interlocal agreements shall be filed in writing. Service levels that are not acceptable base on the negotiated inter-local agreement will require a Complaint Resolution Process. A Complaint Form alleging to what the violation is pertaining to, such as the Shared Service Agreements or Professional Service Agreements. This complaint shall be filed in writing, under signature of the Joint Service Partner, with the County of Sussex Shared Services Department. The complaint shall state with particularity the content or activity believed to be in violation.

1. ESTABLISH A TIME LINE

- ✓ Within five working days of receipt of the complaint, the Sussex County Shard Services department, in consultation with the Sussex County Office of Employee Services, will conduct an Initial assessment and render an opinion as to whether the alleged use of technology resources constitutes a violation of any law, Sussex County policy or administrative regulation. Upon determination of such a violation, including a violation of law, the Office of Employee Services will issue a written finding to that Joint Service Partner and the Executive Advisory Authority along with Information Technology Administration indicating with specificity the nature of the alleged violation and recommending the action to be taken. Pending further review pursuant to this regulation, the Executive Advisory Authority or the Office of Employee Services shall have the authority to remove any content found to be in violation or to prohibit access by the user to any of Sussex County's resource being used to facilitate the conduct found to be in violation.

2. FULL REVIEW INVESTAGATION PROCESS

- ✓ Within five working days of the conclusion of the Initial Assessment, the Sussex County Shared Services department shall provide written notice of the complaint, which has been forwarded for Full Review to the Sussex County Information Technology Administrator. The notice shall be provided to that person, with copies forwarded to the appropriate employee's supervisor, appropriate designations as outlined in this section and must be made also to the IT Enterprise Operations & Service Division advising of the same within 10 working days of the notice.
- ✓ If the person who is the subject of the complaint is a Sussex County employee then the Full Review committee shall consist of: The supervisor of the Information Technology Department, the supervisor of the Office of Employee Services and the Administrator of Sussex County.
- ✓ If the person who is the subject of the complaint is other than a Sussex County employee then the Full Review committee shall consist of, the Shared Services Department and the Office of Employee Services for the Organization that has the shared service agreement. In the event that the person fails to make a designation, the person will be deemed to have conceded and that a violation occurred and the Office of Employee services for that organization shall be authorized to have the content removed or to prohibit access to that person used to facilitate the violation.

3. RESOLUTION PROCESS

- ✓ Within ten working days of the committee's composition being forwarded to the Information Technology Department and the Office of Employee Services, in consultation with the person named in the complaint and the other committee members, shall establish a time to meet and consider the complaint, and notify the IT Enterprise Operations & Service Division of the same. The Shared Services Department shall provide written notice to the user and committee members of the meeting time. The date shall be no more than 15 working days from the date the Shared Services Department was notified of the committee's composition.
- ✓ At the time set for the committee to consider the complaint, the person shall be afforded the opportunity to provide written or oral testimony relevant to the defense of the content or conduct complained of.
- ✓ The committee may meet subsequently for private deliberations if deemed necessary. All meetings of the committee shall be conducted at the site of the person named in the complaint.

4. CONCLUSION

- ✓ At the conclusion of its review and deliberations, the Evaluation Team shall determine by simple majority vote whether there is clear and convincing evidence that the content or conduct complained is warranted, and therefore a violation has occurred. The committee shall make its determination no later than 20 working days from the date of its initial meeting to review and consider the complaint.
- ✓ If the committee determines that no violation occurred the person will cease the conduct of the complainant process. If the committee determined that a violation did occur then the govern body of that person shall be authorized to facilitate the consequence of the violation.
- ✓ Due to the dynamic and changing nature of technological resources, complaints that do not constitute a current violation will be referred for full review by the Executive Advisory Authority and the Inter-Agency Committee pursuant to this nature, for future consideration of a new negotiated Joint Services Inter-local agreement or Professional Service agreement and recorded by the Sussex County Shared Services department.

Joint Services Guide Lines in the Private Cloud
Division of Information Management

APPENDIX

1. New Jersey Statutes authorize inter municipal cooperation in a number of areas. The most commonly used statute is the Interlocal services Act (N.J.S.A.40:8A), which provides broad authorization for joint services.

WHO MAY PARTICIPATE

Two or more local units of government. any combination of:

- ✓ Municipality
- ✓ School District
- ✓ Regional Authority or District
- ✓ Local Authority, Board, Commission or District (with the consent of the creating local unit)

ELIGIBLE ACTIVITIES

- ✓ General government administration
- ✓ Health, police and fire protection
- ✓ Code enforcement
- ✓ Assessment and collection of taxes
- ✓ Financial administration
- ✓ Environmental services
- ✓ Joint municipal courts
- ✓ Youth, Senior Citizen, welfare and social service programs

Two or more local units may use the consolidated Municipal services Act (N.J.S.A. 40:48B), to create a joint meeting to provide services.

WHO MAY PARTICIPATE

Any combination of two or more counties or municipalities

ELIGIBLE ACTIVITIES

- ✓ General government administration
- ✓ Health, police and fire protection
- ✓ Code enforcement
- ✓ Assessment and collection of taxes
- ✓ Financial administration
- ✓ Environmental protection
- ✓ Joint municipal courts
- ✓ Youth, Senior Citizen. welfare and social service programs

There are also statutes which authorize joint action for a particular service or purpose. Consult with your local attorney to determine the appropriate enabling statute to use in such cases.