



UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400

FAX (732) 382-5862

RESOLUTION NO.: 42-2018

DATE: July 18, 2018

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AUTHORIZING ENTERING INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF UNION FOR THE PROVISION OF PRINT SHOP AND SIGN SHOP SERVICES.

APPROVED AS TO FORM:
Joseph C. Bodek, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
 YES NO NONE REQUIRED
UNION COUNTY UTILITIES AUTHORITY

By: Joseph C. Bodek

By: [Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Criscione</i>	✓		✓				
<i>Eastman, Treasurer</i>	✓		✓				✓
<i>Jackus</i>	✓		✓				
<i>Kahn, Secretary</i>	✓		✓				
<i>Lombardo</i>	✓		✓				
<i>Rachlin</i>	✓		✓				
<i>Szpond</i>	✓		✓			✓	
<i>Scutari, Vice Chairwoman</i>	✓		✓				
<i>People, Chairman</i>	✓		✓				
<i>McManus, Alternate No. 1</i>	✓						
<i>Alma, Alternate No. 2</i>	✓						

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY
AUTHORIZING ENTERING INTO A SHARED SERVICES AGREEMENT
WITH THE COUNTY OF UNION FOR THE PROVISION OF PRINTING
AND SIGNAGE SERVICES.**

WHEREAS, the Union County Utilities Authority (the "UCUA") from time-to-time requires the use of printing, copying, signage and related services in connection with its operations and responsibilities, which requirements periodically exceed the onsite resources available to the UCUA for such purposes; and

WHEREAS, the County of Union ("County"), through contract and otherwise, provides for the operation of (1) a Print Shop with services such as the copying and printing of documents, forms, brochures, booklets, newsletters, letterhead and other materials made available for use by County departments, Constitutional Officers, municipalities and other public entities; and (2) a Sign Shop with services such as the design, creation, and printing of all signage related to government use including indoor signage, outdoor signage, banners and road striping; and

WHEREAS, the County has extended the Print Shop and Sign Shop services to all municipalities and public entities within the County as a "shared service" pursuant to N.J.S.A. 40A:65-4, and has demonstrated that it has the resources and expertise necessary to provide efficient, timely and cost-effective printing and signage services to the UCUA; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* authorizes the UCUA and Union County to do all acts and things necessary, convenient or desirable to carry out and perform shared services agreements and to provide for the discharge of their respective obligations; and

WHEREAS, the UCUA and the County wish to enter into a shared services agreement for the provision of such services described herein by the County to the UCUA for the period beginning as of a contract execution and ending on December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the UCUA Board of Commissioners as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Shared Services Agreement by and between the Authority and the County in substantially the form attached hereto is hereby approved and the Chairman is authorized and further directed to execute the said Shared Services Agreement, which may include any and all minor changes as are approved by the Chairman after consultation with General Counsel.
3. Notice of this action shall be published if and as required by law.
4. A copy of this Resolution shall be forwarded to the Clerk of the Board of Chosen Freeholders of the County, and this Resolution shall also be available for public inspection at the offices of the Authority.
5. This Resolution shall take effect immediately.

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF UNION AND UNION COUNTY UTILITIES
AUTHORITY FOR PRINTING AND SIGNAGE
SERVICES**

THIS SHARED SERVICES AGREEMENT ("Agreement"), is entered into and executed as of the _____ day of _____, 2018, by and between the County of Union, a body politic of the State of New Jersey, located at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 ("County") and Union County Utilities Authority, located at 1499 US Highway One, Rahway, NJ 07065 ("Authority"), with the intent amongst the parties to utilize printing and signage related services.

WITNESSETH:

WHEREAS, the County has contracted with Xerox Capital Services LLC for a five (5) year period commenced on January 1, 2018 and ending on December 31, 2022, to provide professional document management and daily operation services, including the procurement of equipment and labor, to operate the County of Union's Print Shop ("Print Shop"); and

WHEREAS, the Print Shop offers and includes services such as the copying and printing of documents, forms, brochures, booklets, newsletters, letterhead and other materials used by the various County departments and Constitutional Officers for advertising services, facility hours and many other important items necessary to keep the public informed; and

WHEREAS, the County's employees also use the Print Shop for ordering of paper, letterhead, envelopes, forms, business cards, memo pads and other such items needed to conduct the normal course of business; and

WHEREAS, the County of Union's Sign Shop ("Sign Shop") offers and includes services such as the design, creation, and printing of all signage related to County government including indoor signage, outdoor signage, banners and road striping; and

WHEREAS, the County desires to extend the Print Shop and Sign Shop services to all municipalities and public entities within the County of Union as a "shared service" pursuant to N.J.S.A. 40A:65-4;

WHEREAS, the purpose of this Shared Services Agreement is to establish a guide for the Authority to order, approve, pick up and utilize the services offered by the County Print and Sign Shops for the Authority's own needs in conducting in-house business and for advertising and informing its constituents; and

NOW, THEREFORE, IN CONSIDERATION, of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

County's Obligations:

1. The County shall offer to the Authority the services of the Print Shop and Sign Shop on a per order basis. There is no up-front or other fee in which the Authority must pay for electing to participate in this shared service. The price lists attached hereto and incorporated by reference, outline the specific items available and associated prices thereof for the Authority to order.
2. The County shall have the option to change, modify or remove, at any time, the items offered for order, and their associated prices at the County's sole discretion.
3. All of the services to be rendered by and on behalf of the County shall be performed using its best efforts so that each order placed and completed is satisfactory to the Authority. The County, in its sole discretion, has final decision and authority in what is

deemed a satisfactory and complete order in case of any unforeseeable or foreseeable delays.

4. The County shall, at the time the Authority places an order, advise the Authority of any expected delays in the completion of the subject order.
5. The County will use its best efforts to notify the Authority upon the occurrence of any unforeseeable delays in the completion of the Authority's pending orders.

Authority's Obligations:

1. The Authority consents and agrees to follow the below procedure for placing orders with the Sign Shop or the Print Shop:
 - a. The Authority will file a request with the Sign Shop or Print Shop Point of Contact ("POC").
 - b. The Authority will complete any necessary forms required by the County POC, to memorialize the order submission.
 - c. The County POC will draw up an invoice outlining each job, quantity requested and associated pricing.
 - d. The Authority will submit a Purchase Order Number and/or copy of a Purchase Order to the County POC guaranteeing payment.
 - e. The County POC will draw up any necessary drafts or proofs and will forward to the Authority for approval.
 - f. Once the Authority approves any necessary draft(s) or proof(s), the County POC will submit the total order for processing.
 - g. The County POC will notify the Authority when the order is completed and ready for pick up.
2. The Authority agrees to be invoiced, subject to the price lists attached hereto and incorporated by reference, for each order placed with the Print Shop and Sign Shop, respectively. Each invoice will be generated by the Sign Shop or Print Shop POC and will be sent, via regular mail and/or e-mail, to the Authority.
3. The Authority agrees to remit payment within thirty (30) days of receipt of the complete

order.

4. The Authority shall pick up each order within seven (7) days of being notified by the Sign Shop or Print Shop POC, that the order is complete and available for pickup. The Authority is solely responsible for order pick up.
5. The Authority is not obligated to place a minimum number of orders nor is it excluded from placing a maximum number of orders under this Agreement. The Authority will only be invoiced and payment sought for orders to which the Authority and County expressly agree.

General Terms:

1. This Agreement shall take effect upon the adoption of appropriate resolutions by the County and the Authority and the full execution of this Agreement.
2. This Agreement shall continue for an initial term until December 31, 2022, to run concurrent with the County's contract with Xerox Capital Services LLC.
3. At the conclusion of the initial term, the County POC will forward a revised Agreement to the Authority reflecting any changed, modified or additional terms resulting from the re-negotiated Print Shop and/or Sign Shop contracts. The Authority, in its sole discretion, has the option whether to enter into a Shared Services Agreement with the County.
4. Either party may terminate this Agreement at any time upon giving thirty (30) days written notice to the other party.
5. The Parties represent and warrant that:
 - a. They are fully authorized to enter into this Agreement;
 - b. They have taken all necessary and internal actions to duly approve the making and performance of this Agreement and that no further action is necessary;

6. The Parties have read this entire Agreement and know the contents hereof. Both Parties to this Agreement acknowledge their respective authority to enter into this Agreement and confirm that each Party has adopted a resolution authorizing entry into this Agreement pursuant to N.J.S.A. 40A:65-S(a).
7. No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.
8. This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties. The requirement for such a writing shall apply to any waiver of the requirement or a written modification pursuant to this Section and this is an essential term of this Agreement.
9. A copy of this Agreement shall be filed by the County with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).
10. This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same.

11. All notices, requests, demands, and other communications pursuant to this Agreement (excluding the placement of Orders which is governed by the provisions set forth herein above) shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g., Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

a. Notices to the County shall be given to:

James E. Pelletiere, Clerk,
Union County Board of Chosen
Freeholders Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

with a copy of the notices sent to:

Robert E. Barry, Esq. County
Counsel Union County
Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

b. Notices to the Authority shall be given to:

Attn: Lisa M. da Silva, Deputy Clerk
Union County Utilities Authority
1499 Routes 1 & 9
Rahway, NJ 07065

with a copy of the notices sent to:

Attn: Kraig M. Dowd, Esq.
Weber Dowd Law, LLC 365
Rifle Camp Road
Woodland Park, NJ 07424

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day
and year first above written.

ATTEST:

COUNTY OF UNION

James E. Pelletiere, Clerk
Union County Board of Chosen
Freeholders

BY: _____
Edward T. Oatman
Union County Manager

Approved as to Form:

Robert E. Barry, Esq
Union County Counsel

ATTEST:

UNION COUNTY UTILITIES AUTHORITY

Lisa M. da Silva, Deputy Clerk

BY: _____
Daniel P. Sullivan,
Executive Director