

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2013-196

Council Meeting Date: 06-24-2013

Date Adopted: 06-24-2013

TITLE: RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT  
BETWEEN THE BOROUGH OF NEW PROVIDENCE, COUNTY OF UNION  
FOR PRINTING AND SIGNAGE SERVICES

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the County of Union and the Borough of New Providence, for printing and signage services, in the form attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 24<sup>th</sup> day of June, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 24<sup>th</sup> day of June, 2013.

Wendi B. Barry, Borough Clerk



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# COUNTY OF UNION

OFFICE OF THE COUNTY COUNSEL  
*Robert E. Barry, Esq., County Counsel*

June 14, 2013

**BOARD OF  
CHOSEN FREEHOLDERS**

LINDA CARTER  
*Chairman*

CHRISTOPHER HUDAK  
*Vice Chairman*

BRUCE H. BERGEN

ANGEL G. ESTRADA

MOHAMED S. JALLOH

BETTE JANE KOWALSKI

ALEXANDER MIRABELLA

DANIEL P. SULLIVAN

VERNELL WRIGHT

ALFRED J. FAELLA  
*County Manager*

ROBERT E. BARRY, ESQ.  
*County Counsel*

JAMES E. PELLETTIERE  
*Clerk of the Board*

J. Brooke Hern, Mayor  
Borough of New Providence  
Municipal Center  
360 Elkwood Avenue  
New Providence, NJ 07974

RE: Shared Services Agreement for  
Printing and Signage Services

Dear Mayor Hern:

In a concerted effort to once again share services, enclosed please find and original and three (3) copies of the County of Union's Shared Services Agreement for Printing and Signage Services together with a copy of Resolution 2013-494 entered on June 13, 2013.

Kindly review same and if acceptable, have a Resolution adopting same passed by your Town/City and provide me with a certified copy and all four (4) copies of the Agreement for processing.

A fully executed copy of the Agreement will be provided to you for your records.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

CAROLYN SULLIVAN KROPP  
Assistant County Counsel

CSK/deb  
Enclosures

**ADMINISTRATION BUILDING**

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4250

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UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2013-494
JUNE 13, 2013
FREEHOLDER DANIEL P. SULLIVAN

WHEREAS, by way of Resolution No. 2012-1071 dated December 20, 2012, the County of Union contracted with Xerox Capital Services LLC for the period of January 1, 2013 through December 31, 2017 to provide document management and daily operations services, including the procurement of equipment and labor, to operate the County of Union's Print Shop housed at 179 West Grand Street, Elizabeth; and

WHEREAS, the Print Shop is used by various County departments and Constitutional Officers for copying, printing of documents, forms, brochures, booklets, newsletters and many other important items necessary to keep the public informed of all county events; and

WHEREAS, the County of Union also runs the Sign Shop, housed at 2 Broad Street, Elizabeth and at 2371 South Avenue, Scotch Plains, to design, create, print, deliver and install all signage related to County government including indoor and outdoor signage, banners and road stripping; and

WHEREAS, the County desires to extend the Print Shop and Sign Shop services to all municipalities, schools and non-profit agencies within the County as a "Shared Services" pursuant to N.J.S.A. 40A:65-4 and as more fully set forth in the attached Shared Services Agreement; and

WHEREAS, the main purpose of this Shared Services Agreement is to establish a guide for the municipalities to order, pick up and utilize the services offered by the County Print and Sign Shop for the municipalities own needs in conducting in-house business and for advertising and informing their constituents:

NOW THEREFORE, BE IT RESOLVED by the Union County Board of Chosen Freeholder that the County Manager is hereby authorized to execute the attached Shared Services Agreement between the County and the municipalities, schools and non-profit agencies who utilize this shared service for usage of the Print Shop and the Sign Shop, substantially the form attached hereto; and

BE IT FURTHER RESOLVED that pursuant to NJSA 40A:65-4(b), a copy of the Shared Services Agreement shall be filed with the New Jersey Department of Community Affairs, Division of Local Government Services; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

No Sufficiency of Funds Required :
Approved as to Form:
Certifying as to an Original Resolution:
Certified as to a True Copy:

Handwritten signature and initials (FHW) over a signature line.

Table with columns: Yes/Aye, No/Nay, Abstain, Absent. Rows list names: Bruce Bergen, Angel G. Estrada, Mohamed S. Jalloh, Bette Jane Kowalski, Alexander Mirabella, Daniel P. Sullivan, Vernell Wright, Christopher Hudak, Linda Carter. Includes a legend for 'Vote/Record' on the left.

**SHARED SERVICES AGREEMENT  
FOR PRINTING AND SIGNAGE SERVICES  
BETWEEN  
THE COUNTY OF UNION  
AND  
THE BOROUGH OF NEW PROVIDENCE**

**THIS SHARED SERVICES AGREEMENT** (“Agreement”), is entered into and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2013 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 the Borough of New Providence, a body politic of the State of New Jersey, located at 360 Elkwood Avenue, New Providence, NJ 07023 (“New Providence”), with the intent amongst the parties to utilize printing and signage related services.

**WHEREAS**, the County has contracted with Xerox Capital Services LLC for a five (5) year period commenced on January 1, 2013 and ending on December 31, 2017, 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 stripping; and

**WHEREAS**, the County desires to extend the Print Shop and Sign Shop services to all municipalities 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 New Providence to order, approve, pick up and utilize the services offered by

the County Print and Sign Shops for New Providence's own needs in conducting in house business and for advertising and informing their constituents; and

Now, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

**County of Union's Obligations:**

1. The County shall offer to the New Providence the services of the Print Shop and Sign Shop on a per order basis. There is no up-front or other fee in which New Providence 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 New Providence 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 New Providence. 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.

**New Providence's Obligations:**

1. New Providence consents and agrees to follow the below procedure for placing orders with the Sign Shop or the Print Shop:
  - a. New Providence will file a request with the Sign Shop or Print Shop Point of Contact ("POC").
  - b. New Providence 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. New Providence 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 New Providence for approval.
  - f. Once New Providence approves any necessary draft(s) or proof(s), the County POC will submit the total order for processing.
  - g. The County POC will notify New Providence when the order is completed and ready for pick up.
2. New Providence 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 New Providence.

3. New Providence agrees to remit payment within thirty (30) days of receipt of the complete order.
4. New Providence shall pickup 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. New Providence is solely responsible for order pick up.
5. New Providence is not obligated to place a minimum number of orders nor is it excluded from placing a maximum number of orders under this Agreement. New Providence will only be invoiced and payment sought for orders in which New Providence and County expressly agree to.

**General Terms:**

1. This Agreement shall take effect upon the adoption of appropriate resolutions by the County and New Providence and the execution of this Agreement.
2. This Agreement shall continue for an initial term until December 31, 2017, 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 New Providence reflecting any changed, modified or additional terms resulting from the re-negotiated Print Shop and/or Sign Shop contracts. New Providence, 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:65-5(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 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 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. Pellettiere, 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 New Providence shall be given to:

Wendi B. Barry, Municipal Clerk  
360 Elkwood Avenue  
New Providence, NJ 07974

**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. Pellettiere, Clerk  
Union County Board of Chosen Freeholders

BY: \_\_\_\_\_  
Alfred J. Faella  
Union County Manager

Approved as to Form:

\_\_\_\_\_  
Robert E. Barry, Esq.  
Union County Counsel

ATTEST:

BOROUGH OF NEW PROVIDENCE

\_\_\_\_\_

BY: \_\_\_\_\_  
J. Brooke Hern, Mayor