



UNION COUNTY UTILITIES AUTHORITY

1499 Routes 1 & 9, North, Rahway, New Jersey 07065

(732) 382-9400
FAX (732) 382-5862

RESOLUTION NO.: 44-2013

DATED: July 17, 2013

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:
Lisa M. Miskiewicz
Deputy Clerk of the Authority

By: *Jennifer C. Beall*

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

By: *Thomas M. ...*

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri</i>	✓		✓				✓
<i>Eastman</i>	✓		✓			✓	
<i>Erdos</i>	✓		✓				
<i>Huff</i>	✓		✓				
<i>Kennedy, Secretary</i>	✓		✓				
<i>Kulish</i>		✓					
<i>People, Treasurer</i>	✓		✓				
<i>Kahn, Vice Chairman</i>	✓		✓				
<i>Jackus, Chairman</i>	✓		✓				
<i>Bonanno, Alternate No. 1</i>	✓		✓				
<i>Lombardo, 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 PRINT SHOP AND SIGN SHOP SERVICES.**

WHEREAS, the Union County Utilities Authority (the "Authority") periodically requires copying, printing and signage services, as well as related design and creation services pertaining thereto, for the conduct of its operations and official business; and

WHEREAS, the County of Union ("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 operate the County of Union's Print Shop ("Print Shop") which 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, 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, and banners; and

WHEREAS, the County desires to extend its Print Shop and Sign Shop services to the Authority and other public entities within the County of Union via a shared services agreement pursuant to N.J.S.A. 40A:65-4; and

WHEREAS, the purpose of the proposed shared services agreement is to establish a guide for Authority to order, approve, pick up and utilize the services offered by the County's Print and Sign Shops for Authority's operational needs; and

WHEREAS, the Authority believes that cost reductions may be realized over time by implementing an agreement with the County of Union to provide such services to the Authority.

NOW THEREFORE BE IT RESOLVED, by the Union County Utilities Authority Board of Commissioners as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Shared Services Agreement for Print Shop and Sign Shop services 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
FOR PRINTING AND SIGNAGE SERVICES
BETWEEN
THE COUNTY OF UNION
AND
UNION COUNTY UTILITIES AUTHORITY**

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 Union County Utilities Authority, located at 1499 US Highway 1, Rahway, NJ 07065 ("UCUA"), 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 UCUA to order, approve, pick up and utilize the services offered by the

County Print and Sign Shops for UCUA'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 UCUA the services of the Print Shop and Sign Shop on a per order basis. There is no up-front or other fee in which UCUA 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 UCUA 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 UCUA. 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.

UCUA's Obligations:

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

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

General Terms:

1. This Agreement shall take effect upon the adoption of appropriate resolutions by the County and UCUA 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 UCUA reflecting any changed, modified or additional terms resulting from the re-negotiated Print Shop and/or Sign Shop contracts. UCUA, 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 UCUA shall be given to:

Union County Utilities Authority
c/o Lisa DaSilva
1499 US Highway 1
Rahway, NJ 07065

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:

UNION COUNTY UTILITIES AUTHORITY

Lisa M da Silva

BY: Janet Sullivan

Municipal Pre-fixed Pricing			
Item	size	Descr.	sugg retail (500)
25 % Cotton letterhead	8.5 x 11	crème	\$46.10
25 % cotton envelopes	# 10	crème	\$80.06
plain white letterhead	8.5 x 11	white paper copy	\$37.85
plain envelopes	#10	white	\$42.87
Window Envelopes	#10	white	\$44.97
Business Cards (color)	10 up	White Index	\$6.23
Business Cards (B/W)	10 up	White Index	\$4.48
Ncr Forms	2 part	White & yellow	\$61.34
Ncr Forms	3 part	White, yellow & pink	\$94.80
Ncr Forms	4 part	White, yellow, pink & gold	\$127.56
Newsletters	11 x 17	White color copy folding & stapling inc.	\$200.88
Memo Pads	5.5 x 8.5	White Paper copy	\$25.35

Municipal Pricing		
Digital		
Equipment	Cost	Notes
Digital Color	0.1800	plain copy paper included
B/W	0.0450	plain copy paper included
Press		
Color	Cost	Setup Fee
1 Color	0.02	\$25.00
2 color	0.03 (.01)	\$35.00
Offline		
Operation	Cost	Setup Fee
GBC Bind	\$0.30	each
Tape Bind	\$0.50	each
Fold	\$2.50/M	\$2.50
+ Rt. Fold	\$2.50	\$2.50
Cutting	\$1.00/M	
Numbering	\$2.50/M	\$10.00
3HP	\$1.00/M	\$5.00
Tabs	.005/each	\$5.00

County of Union Facilities Sign Shop
Municipal Price Schedule 2013

Traffic Line Striping

Painted Lines:

4" double center-line = \$0.16 per lin. ft.

4" single edge-line = \$0.08 per lin ft.

Add \$0.03 per lin. ft. for Layout if needed.

Parking Lots:

Standard Parking Stalls = \$12.00 per stall

(If new layout is needed add \$4.63 per stall. No layout cost for overspray of old lots.

If lot has brand new pavement cost will double due to the need for two applications of paint.)

SIGNS & MARKINGS

Sign Posts:

Green painted U-Channel sign posts price per lin. ft = \$1.83

Green painted U-Channel Break a way kit w/ 3' base post = \$11.99

Galvanized Square sign posts price per lin ft = \$1.94

Galvanized Square posts 3' base post (break a way)= \$11.90

Signs :

(all signs priced with aluminum substrate):

Reflective Diamond Grade VIP \$8.21 per sq ft + \$6.40 per sign

Reflective Diamond Grade DG3 \$6.65 per sq ft + \$6.40 per sign

Reflective Engineer Grade (Colors) \$7.44 per sq ft + \$6.40 per sign

Reflective Engineer Grade (White or Yellow) \$4.91 per sq ft + \$6.40 per sign

Non-Reflective Special \$4.76 per sq ft + \$6.40 per sign

Non-Reflective Basic \$4.30 per sq ft + \$6.40 per sign

(Note: add \$13.80 per each order for processing. Optional: add \$1.75 per sq ft for protective sheeting.

Add \$40.83 Custom Designs per sign)

Vehicle Markings:

Reflective (Colors) \$4.67 per sq ft + \$17.00 per vehicle

Reflective (White or Yellow) \$2.09 per sq ft + \$17.00 per vehicle

Non-Reflective Special \$1.94 per sq ft + \$17.00 per vehicle

Non-Reflective Basic \$1.48 per sq ft + \$17.00 per vehicle

(Note: add \$7.40 per each order for processing. Optional: Add \$40.83 Custom Designs per vehicle)