



UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400

FAX (732) 382-5862

RESOLUTION NO.: 16-2018

DATE: February 14, 2018

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AUTHORIZING ENTERING INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF UNION FOR THE PROVISION OF WEBSITE MAINTENANCE AND SUPPORT 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: William M. Surran

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri</i>	✓		✓				
<i>Criscione</i>	✓		✓				
<i>Eastman</i>		✓					
<i>Jackus</i>		✓					
<i>Kahn</i>	✓		✓				
<i>Lombardo</i>	✓		✓			✓	
<i>People</i>	✓		✓				
<i>Rachlin</i>	✓		✓				✓
<i>Scutari</i>	✓		✓				
<i>McManus, Alternate No. 1</i>	✓		✓				
<i>Szpond, 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 WEBSITE
MAINTENANCE AND SUPPORT SERVICES.**

WHEREAS, the Union County Utilities Authority (the "UCUA") maintains a website for, among other things, official Authority business, procurements, and public notices; and

WHEREAS, the UCUA must periodically maintain, update and revise such website to efficiently and effectively carry out the purposes of the website; and

WHEREAS, the County of Union ("County") has the resources and expertise necessary to provide efficient, timely and cost-effective website maintenance and support services to the Authority; 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 previously entered into a shared services agreement for the provision of such services by the County to the UCUA, the term of which agreement has ended recently ended; and

WHEREAS the parties wish to renew and update the terms of their prior shared services agreement for these services for an additional four (4) year term with an option to extend the agreement three (3) additional years.

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 FOR WEBSITE MAINTENANCE AND SUPPORT SERVICES

THIS SHARED SERVICES AGREEMENT is made on this day of 2018, by and between the COUNTY OF UNION, a Body Politic of the State of New Jersey, located at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as "COUNTY") and the UNION COUNTY UTILITIES AUTHORITY, a Body Politic of the State of New Jersey, located at 1499 Routes 1 & 9, Rahway, in the County of Union, New Jersey (hereinafter also referred to as "UCUA").

WITNESSETH:

WHEREAS, the UCUA requires website maintenance and support services in furtherance of its ongoing activities; and

WHEREAS, the County has the expertise necessary to perform said services for the UCUA; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.* authorizes the County and the UCUA 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 County and the UCUA have each determined that it will be economical, efficient, and otherwise advantageous to each of them and to the residents, ratepayers and the taxpayers of Union County to enter into an agreement which provides for the County to provide website maintenance and support to the Union County Utilities Authority; and

WHEREAS, the County and the UCUA have each duly authorized their proper officials to enter into and execute this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the County and the UCUA do hereby agree as follows:

1. SCOPE OF SERVICES.

A. **Duties of the County.** The County will provide website maintenance and support services to the UCUA. Such services shall include, but not be limited to, the following:

- 1) Backup and restore email services and settings if switching to a different web hosting company is required.
- 2) Both written and in-person training on the basic operation of website, including the ability to post and update documents.
- 3) 24/7 remote updating of web site by both phone and email within five-hour timeframe, including document posting and updating.
- 4) The creation of private employee or member only section.
- 5) The conversion of documents to read-only PDF formats, including watermarking documents.
- 6) The creation of online forms.

The provision of ongoing support and maintenance to the UCUA for each of the services set forth in items 1) through 7) set forth immediately above.

All services set forth hereinabove shall be performed in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the generally accepted standards for website maintenance and support services.

B. Duties of the UCUA. The UCUA shall at all times cooperate and provide whatever assistance and/or information is necessary to the County to perform the aforesaid services. The UCUA shall cover any and all web-hosting fees they incur. The UCUA shall also compensate the County for the provision of services as set forth in Section 3- PAYMENT.

C. Exclusions. This scope of Services does not include the following:

- 1) Computer repair/ updating/ upgrading
- 2) Computer optimization/ cache cleanups/ virus removal
- 3) Creation of new documents and presentations
- 4) Networking/ internal server related support

D. Notification of Changes. The UCUA shall be notified immediately by the County if there are any proposed changes in the services, procedures, and/or key personnel providing such services, under this Agreement.

2. COMMENCEMENT AND COMPLETION. This Agreement shall commence upon execution of this Agreement by all parties and terminate upon completion of an initial term of four (4) years. At the conclusion of the initial term, the Parties shall have the option to extend the Agreement for three (3) additional years. If the parties agree to exercise the option to extend the Agreement, then the monthly maintenance and support fee set forth in paragraph 3(B) below payable quarterly by UCUA may be

adjusted only as mutually agreed upon in writing by the Parties. The County shall exercise the option to extend the Agreement for an additional three (3) year term by first providing notice of its intent to UCUA at least (4) months prior to the end of the term to the Agreement. Upon UCUA's acceptance of the extension offer, the Parties shall have a period of thirty (30) days from said date to negotiate the contract maintenance fee. If the parties do not agree to a maintenance fee for the new term within such time period, or agree to extend such time period, then the Agreement will terminate effective after such 30-day time period (as may be extended by written agreement of the parties) has expired.

3. PAYMENT.

A. Maintenance Fee. The UCUA shall be responsible to pay County a monthly recurring fee for the maintenance and support services set forth in section 1(A)(9) above in the amount of \$250 per month for up to five (5) hours per month. In the event the UCUA requires, and the County provides, such services in excess of five (5) hours per month, then the UCUA will be billed at a rate of \$50 per hour up to five (5) additional hours without requiring prior written approval.

B. Payment Schedule. Payment of the maintenance and support fee to the County shall be made by the UCUA quarterly, with the first payment due on or before the fifteenth day of the fifth month following the commencement of the Agreement, as follows:

Quarterly Period	Invoice Date	Payment Date
JANUARY 1 ST through MARCH 31 ST	APRIL 15 TH .	DUE MAY 15 TH

APRIL 1 ST through JUNE 30 TH	JULY 15 TH .	DUE AUGUST 15 TH
JULY 1 ST through SEPTEMBER 30 TH	OCTOBER 15 TH .	DUE NOVEMBER 15 TH
OCTOBER 1 ST through DECEMBER 31 ST	JANUARY 15 TH .	DUE FEBRUARY 15 TH

C. **Invoicing.** The County shall send an invoice to UCUA reflecting the hours worked and summary of services provided, along with the quarterly amount due at least thirty (30) days before the due date of the invoice.

4. **INSURANCE.** Each party shall maintain general and professional liability insurance in the amount of not less than \$1,000,000/\$3,000,000 covering its activities under this Agreement and shall, upon request by the other party, provide proof of such insurance coverage.
5. **INDEMNIFICATION.** Each party agrees that it will indemnify and hold harmless the other from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of the indemnifying party, its employees and agents arising out of this Agreements and its performance hereunder. Except to the extent such damage or injury is caused by the negligent acts or omissions of the other party and/or its employees and agents.

County will utilize its best efforts to maintain service under this Agreement without interruption. However, in the event interruption of service should occur for whatever reason, the UCUA hereby waives and releases County from any and all liability or any other category of claim or responsibility arising out of any

interruption of service or failure of the system whether related to the actions of County or not.

6. TERMINATION.

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement at any time upon giving at least thirty (30) days written notice to the other Party unless the Parties mutually agree to a shorted time period. Upon termination of this Agreement, the UCUA shall remit to County all fees for services provided by County to the effective date of termination.

B. TERMINATION FOR CAUSE. Either party shall have the right to terminate this Agreement in the event either Party fails to perform any of the duties, obligations or responsibilities required pursuant to this Agreement if such failure continues uncured for a period of fifteen (15) days after written notice of the failure has been provided to the breathing party. Upon termination of this Agreement, the UCUA shall remit to Count all fees for services provided by County to the effective date of termination.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. ASSIGNMENT. Neither party shall assign this Agreement without written prior consent of the party hereto.

9. NOTICES. 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 carrier (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:

Clerk of the Union County
Board of Chosen Freeholders
Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

with a copy of the notices sent to:

Office of the County
Counsel County of Union
Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

B. Notices to UCUA shall be given to:

Attn: Lisa DaSilva, 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

10. ENTIRE AGREEMENT. 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. This Agreement shall not be modified except by written agreement dated subsequent to the date hereof and executed by all of the Parties. The requirement for such 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.

11. FILING WITH COMMUNITY AFFAIRS. 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).

12. REPRESENTATIONS AND WARRANTIES BY BOTH PARTIES. The Parties represent and warrant that:

- A. The Parties have read this entire Agreement and know the contents hereof, that the terms hereof are contractual and not merely recitals; and
- B. They are fully authorized to enter into this Agreement and they have signed this Agreement of their own free act; and
- C. In making this Agreement, they have obtained the advice of legal counsel and they have taken all necessary and internal legal actions to duly approve the making and performance of this Agreement and that no further or other internal approval is necessary; and
- D. The making and performance of this Agreement will not violate any provisions of law or of their respective articles of incorporation, charter, code or by laws; and

E. Each party hereto has adopted a resolution authorizing entry into this Agreement, pursuant to N.J.S.A. 40A:65-5(a).

13. DISPUTE RESOLUTION.

A. **MEDIATION.** In the event of any dispute under this Agreement, the Parties shall designate a mediator to assist the parties in resolving the dispute. In the event the Parties cannot agree upon a mediator, the parties shall request that the Assignment Judge of the Superior Court of New Jersey, Union County, designate such a mediator. The costs of the mediator shall be shared equally by the Parties.

B. **ARBITRATION.** In the event that the Parties cannot resolve the dispute(s) pursuant to mediation, the Parties shall request that the Assignment Judge appoint a single arbitrator to arbitrate the dispute(s), pursuant to the Commercial Rules of the American Arbitration Association and the New Jersey Uniform Arbitration Act. Such Arbitration shall be binding on both Parties.

14. NO AUTOMATIC WAIVERS. 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. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

15. . SIGNATURES. 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. Facsimiles of this Agreement including facsimile signatures shall be deemed the same as the original for all purposes.

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

ATTEST: COUNTY OF UNION

JAMES PELLETTIERE, CLERK
Board of Chosen Freeholders

BY _____
ALFRED J. FAELLA
County Manager

APPROVED AS TO FORM

ROBERT E. BARRY, ESQ.
County Counsel

ATTEST: UNION COUNTY UTILITIES AUTHORITY

LISA DA SILVA, DEPUTY CLERK

DANIEL P. SULLIVAN
Executive Director