



# UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3<sup>rd</sup> Floor  
 Rahway, New Jersey, 07065  
 www.ucimprovementauthority.org  
 (732) 382-9400 (732) 382-5862 fax

Resolution No. 22-2018

Date: March 14, 2018

## RESOLUTION OF THE UNION COUNTY IMPROVMENT 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:

Lisa M. da Silva, RMC

Clerk of the Authority

Lisa M. da Silva

APPROVED AS TO SUFFICIENCY OF FUNDS

☒ YES ☐ NO ☐ NONE REQUIRED

UNION COUNTY IMPROVEMENT AUTHORITY

[Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓				
<i>Bornstad, Treasurer</i>	✓		✓			✓	
<i>D'Elia</i>		✓					
<i>Hockaday</i>	✓		✓				✓
<i>Huff</i>	✓		✓				
<i>Lattimore</i>	✓		✓				
<i>Salerno, Secretary</i>		✓					
<i>Rountree, Vice-Chair</i>		✓					
<i>Scutari, Chairman</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVMENT  
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 Improvement Authority (the "UCIA") maintains a website for, among other things, official Authority business, procurements, and public notices; and

**WHEREAS**, the UCIA 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 UCIA 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 UCIA and the County previously entered into a shared services agreement for the provision of such services by the County to the UCIA, the term of which agreement has 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 UCIA 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 Executive Director 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 Executive Director after consultation with General Counsel.
3. 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.
4. 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 IMPROVEMENT 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 "UCIA").

### WITNESSETH:

**WHEREAS**, the UCIA 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 UCIA; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.* authorizes the County and the UCIA 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 UCIA 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 Improvement Authority; and

**WHEREAS**, the County and the UCIA 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 UCIA 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 UCIA. 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 UCIA for each of the services set forth in items 1 through 6 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 UCIA.** The UCIA shall at all times cooperate and provide whatever assistance and/or information is necessary to the County to perform the aforesaid services. The UCIA shall cover any and all web-hosting fees they incur. The UCIA 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 UCIA 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 UCIA 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 UCIA at least (4) months prior to the end of the term to the Agreement. Upon UCIA'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 UCIA 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 UCIA requires, and the County provides, such services in excess of five (5) hours per month, then the UCIA 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 UCIA 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 <sup>ST</sup> through MARCH 31 <sup>ST</sup>	APRIL 15 <sup>TH</sup> .	DUE MAY 15 <sup>TH</sup>
APRIL 1 <sup>ST</sup> through JUNE 30 <sup>TH</sup>	JULY 15 <sup>TH</sup> .	DUE AUGUST 15 <sup>TH</sup>
JULY 1 <sup>ST</sup> through SEPTEMBER 30 <sup>TH</sup>	OCTOBER 15 <sup>TH</sup> .	DUE NOVEMBER 15 <sup>TH</sup>
OCTOBER 1 <sup>ST</sup> through DECEMBER 31 <sup>ST</sup>	JANUARY 15 <sup>TH</sup> .	DUE FEBRUARY 15 <sup>TH</sup>

C. **Invoicing.** The County shall send an invoice to UCIA 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 Agreement 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 UCIA 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 UCIA 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 UCIA 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 UCIA shall be given to:

Attn: Lisa DaSilva, Clerk  
Union County Improvement Authority  
1499 Routes 1 & 9  
Rahway, NJ 07065

with a copy of the notices sent to:

Attn: David Minchello, Esq.  
Rainone, Coughlin and Minchello, LLC  
555 U.S. Highway One South, Suite 440  
Iselin, New Jersey 08830

**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 of the Board of Chosen Freeholders

BY \_\_\_\_\_  
EDWARD OATMAN,  
County Manager

**APPROVED AS TO FORM**

\_\_\_\_\_  
ROBERT E. BARRY, ESQ.  
County Counsel

**ATTEST: UNION COUNTY IMPROVMENT AUTHORITY**

\_\_\_\_\_  
LISA DA SILVA  
Clerk of the Authority

\_\_\_\_\_  
DANIEL P. SULLIVAN  
Executive Director

\_\_\_\_\_  
DAVID MINCHELLO, ESQ.  
General Counsel