

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: City of Linden COUNTY: Union

RECIPIENT: Borough of Roselle COUNTY: Union

BRIEF

Shared Service Agreement for the Provision of Printing
Services

DESCRIPTION OF SERVICE:

EFFECTIVE DATE: July 1, 2014

EXPIRATION DATE: June 30, 2015

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICE AGREEMENT FOR THE
PROVISION OF PRINTING SERVICES**

BY THIS AGREEMENT, made on this 29th day of July, 2014, by and between THE BOROUGH OF ROSELLE, ("Borough"), a municipal corporation of the State of New Jersey, having its principal offices at 210 Chestnut Street, Roselle, New Jersey; and THE BOARD OF EDUCATION OF THE CITY OF LINDEN, ("Board") a municipal corporation of the State of New Jersey, organized pursuant to N.J.S.A. 18A:1-1 et. seq., having its principal place of offices at 2 East Gibbons Street, Linden, New Jersey it is mutually agreed to as follows:

WHEREAS, the Borough occasionally requires specialty printing services for the production of various notices, mailers and/or envelopes;

WHEREAS, the Board has the facility and manpower to provide such specialty printing services; and

WHEREAS, the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1, et seq.*, permits, authorizes and encourages public bodies such as municipalities and boards of education to enter into agreements with each other to contract for the provision of any service that the parties to such agreement are empowered to render or receive under and within its own jurisdiction, whether administrative or otherwise for a period of one (1) year for the Board to provide specialty printing services on an as-needed basis; and

WHEREAS, the parties wish to memorialize their arrangement by the creation of a Shared Service Agreement (the "Agreement") by and among the parties for the purpose of effectuating cost saving measures and improve the efficient and effective provision of printing services to the Borough; and

WHEREAS, the parties contemplate that no services shall be otherwise provided pursuant to this Agreement, except in accordance with applicable federal, state, and local laws and regulations governing the provision of police services.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. The Board agrees to provide specialty printing services to the Borough during the term of this Agreement, July 1, 2014 through June 30, 2015, from time to time as the Borough deems necessary.
2. For the period July 1, 2014 through June 30, 2015, the Borough shall pay the Board for the printing services provided pursuant to the cost worksheet annexed hereto as Exhibit A to be paid on a per project basis contingent upon the Board's issuance of the appropriate purchase order. Such payment shall be for each specialty printing service provided by the Board, which the Board agrees to provide for the term of this Agreement, on an as-needed basis. The total cost of this Agreement to the Borough shall not exceed \$2,000.00 for the term of the Agreement.

3. The Board shall maintain its ability to provide the specialty printing services for the entire term of this Agreement, which commences July 1, 2014 and terminates June 30, 2015.
4. The Borough shall not be liable for any negligent, reckless or intentional acts or omissions of the Board or its employees and the Board shall indemnify, defend and hold harmless the Borough from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of the Board or any of its employees rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional act or omission.
5. The Board and the Borough shall name each other as additional insured on its general and/or other liability policy (to be non-contributory). Each party shall provide the other with proof of valid liability insurance.
6. The obligations of this Agreement are material to the public anticipated budget revenues and expenditures of each party and neither party to this Agreement shall assign, transfer, its performance without the prior written consent of the other, then and in such event, either party may, at its option, forthwith cancel this Agreement by giving thirty (30) days written notice of same.
7. The failure of either party to insist upon strict performance of provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such performance, but shall be and remain in full force and effect.
8. This Agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey. In no event shall this Agreement, or any Agreement entered into by either party in furtherance of this Agreement, including any Agreement between the Borough and any other party contracting therewith, provide for or permit arbitration of any dispute arising under any condition of this Agreement. This Agreement supersedes any and all prior or other oral or written agreements between the parties. This Agreement may be altered, modified or amended only in writing executed by both of the parties hereto. This Agreement contains the entirety of the Agreement between the parties. There are no other oral agreements or presentations binding the parties hereto.
9. If any part of this Agreement or application thereof to any person or circumstance shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgment shall not affect, impair, or invalidate the remainder of this Agreement which is hereby declared to be severable. Moreover, to the extent necessary, this Agreement shall be reformed in accordance with the intent of this Agreement so as to permit said Agreement to continue to its expiration.

10. Written notices or other communications given under this Agreement shall be by certified mail, returned receipt requested, addressed as follows:

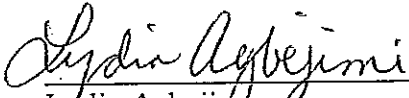
To the Board
Kathy Gaylord, Board Secretary
Linden Board of Education
2 E. Gibbons Street
Linden, New Jersey 07036

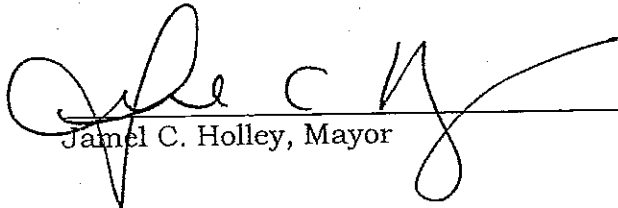
To the Borough
David G. Brown II, Borough Administrator
210 Chestnut Street
Roselle, New Jersey 07203

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 29th day of JULY, 2014.

Attest:

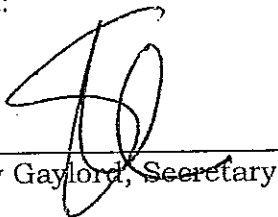
Borough of Roselle


Lydia Agbejimi,
Deputy Borough Clerk


Jamel C. Holley, Mayor
Date 7/17/14

Attest:

Linden Board of Education


Kathy Gaylord, Secretary

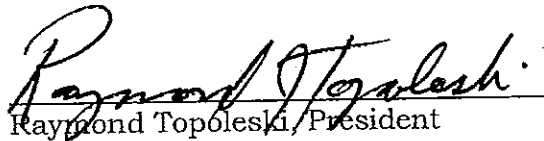

Raymond Topoleski, President
Date 7/29/14

Exhibit A
Printing Prices
July 1, 2014-June 30, 2015

Job Description	Paper Cost	Printing Cost (ink)	Other Cost (folding, etc.)	Labor Cost	Total
(250) 8.5 x 11- 20lb (regular)	\$2.40	\$10.00		\$29/set-up	\$41.40
(250) 11 x 17 - 20lb (regular)	\$2.70	\$10.00		\$29/set-up	\$41.70
(250) 5.5 x 8.5 - 20lb (regular)	\$2.40	\$10.00		\$29/set-up	\$41.40
(250) 8.5 x 11 - Card Stock	\$5.90	\$10.00		\$29/set-up	\$44.90
(100) 11 x 17 - Card Stock	\$5.30	\$10.00		\$29/set-up	\$44.30
(250) 5.5 x 8.5 - Card Stock	\$5.90	\$10.00		\$29/set-up	\$44.90
(250) #10 Envelopes	\$4.30	\$5.00		\$29/set-up	\$38.30