

**SHARED SERVICE AGREEMENT FOR PRINTING SERVICES
SOMERSET COUNTY PUBLIC INFORMATION OFFICE**

AGREEMENT, made this 1 day of January, 2017 by and between the _____ (hereinafter referred to as "Municipality") and the County of Somerset, Administration Building, 20 Grove Street, P.O. Box 3000, Somerville, New Jersey (hereinafter referred to as "County").

WHEREAS, the Municipality is desirous of entering into a shared service agreement with the County for the purposes of providing copy and print services; and

WHEREAS, the County will provide said copy and print services at its Print Shop facility to the municipalities based on an agreed-upon fee schedule; and

WHEREAS, the agreement is authorized pursuant to the terms of N.J.S.A. 40A:65-1 et seq; and

WHEREAS, all parties hereto have approved the within Agreement; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services.

The County agrees to provide and make available to the Municipality copy and print services at the County Print Shop located at 20 Grove Street, Somerville, NJ 08876. These services include, but are not limited to, the printing of letterhead, envelopes, NCR material and general copy and printing services.

A pricing scheme for the services to be provided is attached herein as Schedule "A" in compliance with N.J.S.A. 40A:65-7(a)(3).

The provision of services by the County to the Municipality shall be coordinated through the County's Public Information Office.

The County through its Public Information Office agrees to provide commodities and services for the system in compliance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.).

2. Term.

This Agreement shall become effective on 1/1/17, subject passage of an authorizing resolution by the Municipality and resolution by the County, and shall continue in effect for a period of five (5) years from said date. If neither party advises the other in writing of an intent not to renew the Agreement, then the Agreement shall automatically renew for one additional term of five (5) years. Once the Agreement has been extended once, a new Agreement must be entered into or the Agreement shall automatically terminate. Either party may cancel the Agreement with or without cause by providing the other with notice in writing at least 90 days prior to intent to terminate the Agreement.

3. Compensation.

The County will be paid and the Municipality will pay for the print and copy services described on the attached Schedule "A". The County will provide an itemized bill to the Municipality on a monthly basis. The Municipality agrees to promptly process the County's invoices for payment and to pay all bills within 45 days of submission by the County to the Municipality. The County will periodically provide the Municipality with an updated fee schedule to reflect the current authorized fees for the services to be provided. Said fee schedule shall be passed either upon adoption of the County budget each year or by separate resolution of the Board of Chosen Freeholders. Any changes to said fee schedule shall be made at the sole discretion of the Board of Chosen Freeholders. All prices include the paper or envelope cost plus operating and labor charges. Print jobs not listed in Schedule A will be priced upon request.

In the event of any change in price of any copy or print service provided herein, the County will advise the Municipality of same within thirty (30) days. The County will bill the Municipality through a single monthly bill. Municipalities must provide their own pick-up and delivery of printed material.

4. Support Services.

The Municipality agrees to appoint a person to act as a liaison between the County and the Municipality in order to support and facilitate the orderly and efficient distribution of work requests and related relevant information to the Director of Public Information or her designee. The Municipality shall also designate the following person or persons as authorized individuals who shall be able and authorized to order copy and print services from the County and bind the Municipality for payment of those services.

5. Level of Service.

The County agrees to provide all services in a workmanlike manner. The County will respond to requests for service on a prioritized "as-needed" basis, based upon the County's availability of resources.

The Municipality recognizes that the County provides similar services for other Municipalities in Somerset County as well as for County departments. The County has limited personnel and resources to provide the services described in the Agreement. The County will at its own sole discretion determine the priority of any copy or print request. The County makes no representation that it will provide the service within a specific time frame. The County does not accept any liability for failure to respond to a request within any specific time. The Municipality reserves the right to call other persons or companies to perform these services or maintenance in the event that the County cannot respond in a time period required by the Municipality.

6. Power and Authority of the County.

The County, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities and obligations under the contract, including all powers of enforcement and administrative regulations which are or may be exercised by the party on whose behalf it acts pursuant to the contrary.

The County reserves the right to refuse a request that is not in its best interest or the interest of public safety.

7. Insurance/Indemnification.

The Municipality agrees that it will defend, indemnify and save the County harmless from any and all claims by others resulting from or claimed to result from the acts or omissions of the Municipality or from any claims made that the failure to provide service was not performed even after the Municipality or County received actual or constructive notice of the same and/or from any claim or claims that the Municipality or the County failed to respond in a timely manner for any service or maintenance call or need. The Municipality shall provide a certificate of insurance to the County for general liability insurance coverage with the limits \$1,000,000/\$3,000,000 coverage for bodily injury and \$100,000 for property damage. The policy shall name the County, its officers, employees and agents as additional insured.

8. Other Agreements.

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

9. Dispute of Payment.

As provided in N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph 3 shall be paid. If through subsequent negotiation, litigation or settlement, the amount due shall be determined, agreed to, or adjudicated to be less than was actually so paid, the County shall promptly refund the excess.

10. Contracting with Private Parties.

In the event the County utilizes the services of a private contractor or professional entity to act as a contractor who completes any Municipal projects which are bid by the parties hereto or as experts with special expertise which are employed by the County, the County shall be required to award the contract for the work to be performed by a private entity or contractor in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

11. No Assignments.

This Agreement may not be assigned by one party without the written consent of the other.

12. Entire Agreement.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

13. Severability.

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

14. 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).

15. 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.

16. This Agreement may not be assigned by one party without the written consent of the other.

IN WITNESS THEREOF, the parties hereto have caused their authorized officials to affix their signatures and proper corporate seals, the day and year first written above.

FOR: Municipality of Montgomery Township
BY: Ed Tuzoska
Mayor,

ATTEST: Donna Kukla
Clerk,

FOR: The County of Somerset
BY: [Signature]
Director, County of Somerset
Board of Chosen Freeholders

ATTEST: Kathryn Quick
Kathryn Quick, County of Somerset
Deputy Clerk of the Board of Chosen Freeholders