



# UNION COUNTY IMPROVEMENT AUTHORITY

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Resolution No. 38-2016

Date: April 6, 2016

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
 AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND  
 BETWEEN THE AUTHORITY AND THE COUNTY OF UNION CONCERNING A  
 MARKET STUDY OF POSSIBLE RECREATIONAL IMPROVEMENTS AT THE  
 FORMER OAK RIDGE GOLF COURSE LOCATED IN UNION COUNTY**

APPROVED AS TO FORM:

Lisa M. da Silva  
 Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS

YES  NO  NONE REQUIRED  
 UNION COUNTY IMPROVEMENT AUTHORITY

*Lisa M. da Silva*

*[Signature]*

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND  
BETWEEN THE AUTHORITY AND THE COUNTY OF UNION CONCERNING A  
MARKET STUDY OF POSSIBLE RECREATIONAL IMPROVEMENTS AT THE  
FORMER OAK RIDGE GOLF COURSE LOCATED IN UNION COUNTY**

**WHEREAS**, the Authority has been created by resolution of the Board of Chosen Freeholders of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.* (the "Act"), and the acts amendatory thereof and supplemental thereto; and

**WHEREAS**, the County owns the former Oak Ridge golf course, and currently operates same as a passive recreational park facility (the "Oak Ridge Property"); and

**WHEREAS**, the County would like to explore the possibility of converting the Oak Ridge Property from a passive recreation public park facility to both an active and a passive recreation public park facility; and

**WHEREAS**, the Parties agree it would be in the best interests of the County, and the residents of the County, to explore the possibility of such a conversion of the Oak Ridge Property; and

**WHEREAS**, the County desires to have the UCIA undertake a market study to determine (1) the feasible options available to the County for the conversion of the Oak Ridge Property, (2) the legal process for undertaking said options; and (3) the financing vehicles available to assist in financing said options (the "Services"); and

**WHEREAS**, the UCIA and the County wish to clarify and confirm the terms and conditions by which the UCIA will undertake the Services; and

**WHEREAS**. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, permits local government units such as the County and the Authority to share services for particular purposes and effectuate agreements for any service or circumstance that will aid and encourage a the goals and obligations of the local units; and

**WHEREAS**, the Authority and the County wish to clarify and confirm the terms and conditions by which the Authority will undertake the Services, which have been set forth in a Shared Services Agreement, a copy of which is attached hereto and made part hereof;

**NOW, THEREFORE BE IT RESOLVED**, by the Union County Improvement Authority that the Chairman is authorized to execute the Shared Services Agreement in the form substantially similar to the form attached hereto and made a part hereof; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**SHARED SERVICES AGREEMENT**  
**By and Between the**  
**UNION COUNTY IMPROVEMENT AUTHORITY**  
**and the**  
**COUNTY OF UNION, STATE OF NEW JERSEY**

**CONCERNING A MARKET STUDY OF POSSIBLE RECREATIONAL IMPROVEMENTS AT  
THE FORMER OAK RIDGE GOLF COURSE  
LOCATED IN UNION COUNTY**

**THIS AGREEMENT ("AGREEMENT")** is made by and between the UNION COUNTY IMPROVEMENT AUTHORITY, a body corporate and politic of the State of New Jersey (hereinafter referred to as "UCIA"), and the COUNTY OF UNION, a body corporate and politic of the State of New Jersey, having offices at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as the "County"). The UCIA and the County are hereinafter referred to collectively as "the Parties."

**WITNESSETH:**

**WHEREAS**, the County created the UCIA pursuant to the county improvement authorities law, constituting Chapter 183 of the Laws of New Jersey of 1960 and the acts amendatory thereof and supplemental thereto, (the "Act") for the express purpose, among other things, of facilitating the development and financing of public facilities and development projects within the County; and

**WHEREAS**, pursuant to the terms of the Act, the UCIA is authorized to provide public facilities, as such term is defined therein, within the County, including the financing of the acquisition and/or construction of same; and

**WHEREAS**, the County previously determined to cease operating the Oak Ridge property as a golf course (the "Oak Ridge Property"); and

**WHEREAS**, since that time, the Oak Ridge Property has been operated by the County as a recreational public park facility;

**WHEREAS**, the County would like to explore the possibility of converting the Oak Ridge Property from a passive recreation public park to both an active and a passive recreation public park facility; and

**WHEREAS**, the Parties agree it would be in the best interests of the County, and the residents of the County, to explore the possibility of such a conversion of the Oak Ridge Property; and

**WHEREAS**, the County desires to have the UCIA undertake a market study to determine (1) the feasible options available to the County for the conversion of the Oak Ridge Property, (2) the legal process for undertaking said options; and (3) the financing vehicles available to assist in financing said options (the "Services"); and

**WHEREAS**, the UCIA and the County wish to clarify and confirm the terms and conditions by which the UCIA will undertake the Services; and

**WHEREAS.** The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses, and

**WHEREAS,** pursuant to N.J.S.A. 40A:11-5(2), the UCIA and the County are each authorized to enter into this Agreement without public advertising for bids; and

**WHEREAS,** each of the above Parties has adopted a resolution authorizing the execution of this Agreement,

**NOW, THEREFORE,** in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement as if set forth at length herein.
2. Services. The Services rendered or to be rendered by the UCIA to the County include the following:
  - A. Through the use of a market study, development of options available to County for Converting the Oak Ridge Property to a passive and an active recreation public park facility.
  - B. Through the use of a market study, determination of the legal processes necessary for undertaking each conversion option available to the County for the Oak Ridge Property.
  - C. Through the use of a market study, determination of financing options available to the County for financing each Conversion Option.
  - D. Prepare a Report to the County recommending a Conversion Option that would most efficiently achieve the County's goals with respect to the Conversion of the Oak Ridge Property.
3. Compensation. The UCIA agrees to provide the Services herein to the County in exchange for the sum of not to exceed \$50,000.00, to be paid upon receipt of periodic vouchers, and other good and valuable consideration.
4. Effective Date. This Agreement shall become effective upon its execution, following the Parties' adoption of resolutions approving the terms and conditions of this Agreement.
5. Term. The term of this Agreement shall be for a period not to exceed nine (9) months.
6. Termination. This Agreement may be terminated for any reason by either Party upon thirty (30) days' written notice.
7. Obligation of the Parties. Each Party agrees to fully fund its obligations, if any,

under this Agreement and to make such budget appropriations and adopt such resolutions as are reasonably necessary pursuant to the laws of the State of New Jersey to provide such funds.

8. Compliance with Law. Each Party is responsible for compliance with such statute, rules and regulations as may be applicable during the term of this Agreement.

9. Counterparts: This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.

10. Entire Agreement. This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolutions duly adopted by the governing bodies of each of the Parties.

11. Provisions of Law. All provisions of law which are not enumerated in this Agreement, but which are required to be made a part of it are hereby deemed incorporated herein.

12. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

13: Transferability of Interest. Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement<sup>1</sup> without the written consent of the other Party, except that the County recognizes that the Authority shall perform the services required by this Agreement through the use of its professionals and consultants.

14. Affirmative Action Requirements. During the performance of this Agreement, the Parties agree to comply with the requirements of N.J.S.A. 10:5-31 et seq. regarding mandatory equal opportunity in employment, as set forth in Exhibit A.

**IN WITNESS WHEREOF**, the parties have, through the appropriate officials thereof, executed and sealed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**UNION COUNTY IMPROVEMENT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony Scutari, Chairman

**ATTEST:**

**COUNTY OF UNION**

By: \_\_\_\_\_

By: \_\_\_\_\_

## EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127); N.J.A.C. 17:27  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval; OR  
Certificate of Employee Information Report; OR  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.