



# UNION COUNTY IMPROVEMENT AUTHORITY

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Resolution No. 60-2016

Date: June 23, 2016

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGEEMENT BY AND BETWEEN THE AUTHORITY AND THE COUNTY OF UNION CONCERNING A DESIGN AND CONSTRUCTION OF RECREATIONAL IMPROVEMENTS AT THE FORMER OAK RIDGE GOLF COURSE LOCATED IN UNION COUNTY**

APPROVED AS TO FORM:  
 Lisa M. da Silva, RMC  
 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 DESIGN AND CONSTRUCTION OF 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 process for the design and construction of recreational improvements at the former Oak Ridge Golf Course located in Union County

**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 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 DESIGN AND CONSTRUCTION OF 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**, the Union County Board of Chosen Freeholders has determined that it is in the best interests of the residents of Union County to develop Oak Ridge Property to provide an active and passive recreation public park facility; and

**WHEREAS**, the County has requested assistance from the UCIA in connection with the future use of the Oak Ridge Property (the "Project") including the development and implementation of the Oak Ridge Property Project; and

**WHEREAS**, the County desires the UCIA's assistance in the actual implementation of the the Project and requests that the Authority undertake all necessary steps to carry out the Project, as more fully set forth in this Shared Services Agreement; and

**WHEREAS**, in order to facilitate the planning and implementation of the Project, the County and the UCIA have each determined that it will be economical, efficient and otherwise advantageous to each of them and the residents and taxpayers of Union County to enter into this Agreement, which provides for the UCIA and the County to undertake certain duties and obligations concerning the Project; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permit 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. Duties of the County.

- A. The County shall, as soon as practicable, provide the UCIA with any and all plans, designs, reports, studies, drawings, schematics and any other relevant documentation and correspondence, including anything environmental in nature, concerning the Project.
- B. The County shall, at all times, act diligently upon, and work and cooperate with the UCIA, to obtain the necessary approvals for all matters pertaining to the Project. The County shall, at all times, cooperate fully with the UCIA and expeditiously respond to all UCIA requests pertaining to the Project.
- C. The County, by way of the appointment of a representative(s) by the County Manager, will receive regular reports and provide regular guidance in accordance with the instructions of the Freeholders, to the UCIA as the Project moves forward.
- D. The County shall assign existing agreements with professionals to the UCIA, including, but not limited to, agreements with the site engineer and construction manager.
- E. The County, upon the execution of this Agreement by the parties hereto, transfer to the UCIA, existing funds in the amount of \$2,312,788.40 to support assigned professional agreements and other Project costs pending the Project financing, said funds to be held and disbursed from the Project Account by the UCIA in accordance with Section 3 of this Agreement;
- F. The County shall enter into the appropriate and necessary improvement lease documents with the UCIA thereto.

3. Duties of the UCIA: The UCIA shall, with the assistance of an experienced project team and in consultation with the County;

- A. Assist the County with the development of and/or conduct on the County's behalf, any and all plans and/or studies of any kind pertaining to the Project;
- B. Assume from the County existing agreements with Professionals, including but not limited to, agreements with the site engineer and the construction manager and procure further professionals as necessary for design;
- C. Hold and disburse from the Project Account the County's payment of \$2,312,788.40 to the UCIA referred to in Section 2 above: Said amounts consists of \$668,008 open balance on the contract with Pinnacle Consulting and Construction Services, Inc.; \$394,780.40 open balance on the contract with Neglia Engineering Associates and \$1,250,000.00 for retention of a project Architect;
- D. Develop and issue the necessary procurement documents and agreement for the design and construction of the Project, and also for any demolition and site work required at the project site;
- E. Receive responses to the procurement documents from appropriate firms;
- F. Evaluate all responses to the procurement documents;
- G. Select a qualified firm and make a recommendation for award of an agreement, in accordance with the Local Public Contracts Law, for the construction of the Project;
- H. Supervise the Project development;
- I. Undertake anything else necessary to facilitate the UCIA's active and primary role in the planning, development and implementation of the Project;
- J. Obtain approvals and guidance of the necessary State and local agencies, including but not limited to, the Office of the State Comptroller, the Department of Environmental Protection, more specifically Green Acres, and the Open Space Trust Fund;
- K. Provide regular reports to and include the County's representatives as specified in Section 2(C) in any design, preconstruction and/or construction progress meetings;
- L. During the performance of its duties, the UCIA shall provide copies of all documents to the County.
- M. The UCIA shall, at all times, cooperate fully with the County and expeditiously respond to all County requests pertaining to the Project.
- N. The UCIA shall provide monthly accounting of all disbursements of the funds referred to in Section 2 E. and Section 4.

4. Compensation. The UCIA agrees to provide the Services herein to the County in

exchange for the sum of not to exceed \$250,000.00 to be paid upon approval and execution of this Agreement.

5. Effective Date. This Agreement shall become effective upon its execution, following the Parties' adoption of resolutions approving the terms and conditions of this Agreement.

6. Term. The term of this Agreement shall be for a period of nine (9) months or until the Project is accepted by the UCIA and the County.

7. Termination. This Agreement may be terminated for any reason by either Party upon thirty (30) days' written notice.

8. 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.

9. Limitation of Liabilities. In addition to the other rights and remedies of the parties herein and to the fullest extent permitted by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, officials, employees or agents arising from the execution, performance and existence of this agreement. Such obligation of both parties as set forth in this section shall survive the expiration or termination of this Agreement.

The Parties shall be liable to each other for their own actions to the extent and pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et. seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et. seq..

10. 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.

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: Sripati Dasgupta

By: Daniel P. Sullivan  
Daniel P. Sullivan, Executive Director

ATTEST:

COUNTY OF UNION

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

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