



# UNION COUNTY IMPROVEMENT AUTHORITY

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Resolution No. 66-2015

Date: October 7, 2015

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF UNION AND THE UNION COUNTY IMPROVEMENT AUTHORITY FOR STRATEGIC FACILITY PLANNING SERVICES.**

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>Hines</i>	✓		✓				
<i>Hockaday</i>	✓		✓				
<i>Salerno, Secretary</i>		✓					
<i>Tomko, Treasurer</i>	✓		✓			✓	
<i>Vollero</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 BETWEEN THE COUNTY OF UNION AND THE UNION COUNTY IMPROVEMENT AUTHORITY FOR STRATEGIC FACILITY PLANNING SERVICES.**

**WHEREAS**, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders (the "Freeholders") of the County of Union, State of New Jersey (the "County") duly adopted as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"); and

**WHEREAS**, the Freeholders have reviewed and approved the shared services agreement between the County of Union and the Authority to perform Strategic Facility Planning Services; and

**WHEREAS**, the Authority desires to execute the shared services agreement between the County of Union and the Authority to perform Strategic Facility Planning Services.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Authority as follows:

1. The Chairman is hereby authorized and directed to execute the shared services agreement between the County of Union and the Union County Improvement Authority to perform Strategic Facility Planning Services in a form substantially similar to the agreement attached hereto as Exhibit A;
2. The Chairman is hereby authorized and directed to take any and all actions necessary to execute the agreement;
4. This resolution shall be published in accordance with law.

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF UNION AND THE UNION COUNTY IMPROVEMENT AUTHORITY FOR STRATEGIC FACILITY PLANNING SERVICES.**

**THIS SHARED SERVICES AGREEMENT**, made this \_\_\_\_ day of August, 2015 (the “Agreement”) by and between the Union County Improvement Authority, a public body corporate and politic of the State of New Jersey (the “Authority”) and the County of Union, a public body corporate and politic of the State of New Jersey (the “County”).

**WITNESSETH:**

**WHEREAS**, the Authority has been created by a 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., and the acts amendatory thereof and supplemental thereto (the “Improvement Authorities Law”); and

**WHEREAS**, in or about May 2015, the County published a Request for Proposal for Architectural Services for Strategic Facility Planning Services (the “RFP”) which was advertised as County of Union Project #2015-016; and

**WHEREAS**, in or about August 2015, the Authority submitted an alternative proposal in response to the RFP suggesting that the County utilize the facility planning services of the Authority to conduct the space utilization study (the “Study”) on behalf of the County; and

**WHEREAS**, the County desires the Authority’s assistance to undertake the Study and then Report on the County’s Strategic Planning Services as contemplated by the RFP (the “Report”) and requests that the Authority undertake all necessary steps to carry out the Study and the Report, as more fully set forth in this Shared Services Agreement (the “Agreement”); and

**WHEREAS**, the Authority was created by the County for purposes which are authorized and set forth in N.J.S.A. 40:37A-44 et seq. and which clearly indicate that the Authority is uniquely able to provide the County with detailed information in the form of a report which would identify and quantify the County’s future facility needs; and

**WHEREAS**, the Improvement Authorities Law and the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. authorizes the County and the Authority to do all acts and things which are necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, the County is in need of a Strategic Facility Plan addressing its' existing facilities and leased facilities as well as its current and future space needs as set forth in the Request for Proposals issued May, 2015;

WHEREAS, the Authority has submitted a proposal dated August 26, 2015; and

WHEREAS, the Authority and the County have each duly authorized their proper officials to enter into and execute this Agreement;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE I SCOPE

Section 1.01. Duties of the County. The County shall, as soon as practicable, provide the Authority with any and all plans, designs, reports, studies, drawings, schematics and any other relevant documentation and correspondence, including anything environmental in nature, concerning the Study and the Report. The County shall, at all times, act diligently upon, and work and cooperate with the Authority, to obtain the necessary approvals for all matters pertaining to the Study and the Report. The County shall, at all times, cooperate fully with the Authority and expeditiously respond to all Authority requests pertaining to the Study and the Report.

Section 1.02. Duties of the Authority. The Authority shall, with the assistance of an experienced project team and in consultation with the County; (1) undertake and complete the Study identified in the RFP and submit a Report to the County Manager and the Board of Chosen Freeholders within 90 days; (2) undertake, complete and submit the Report at no expense to the County; (3) attend any progress meeting during the course of the Study as may be required by the County; (4) furnish all professionals and personnel assisting with the Study and the Report with necessary office space during the course of the Study; (5) perform and complete to the satisfaction of the County all tasks identified in the RFP Scope of Services using professional firms previously qualified through a competitive process completed in or about February, 2015; (6) complete the Study in accordance with the project schedule; (7) assign a Project Manager to maintain the project schedule, coordinate the services by professionals, prepare Progress Reports and attend all meetings as may be required from time to time; (8) prepare a Strategic Facility Plan for the Facility identified in the RFP, meet with County Representatives as part of the Project Team on a bi-weekly basis and complete the Report within ninety (90) days from the date it receives notice to proceed from the County; (9) translate the County strategic plans into medium range facility plans and alternatives, including space needed by the judiciary and as well as jail space requirements; (10) during the performance of its duties, the Authority shall provide copies of all documents to the County. The Authority shall, at all times, cooperate fully with the County and expeditiously respond to all County requests pertaining to the Study and the Report.

The Study and the Report conducted by the Authority shall; (1) examine existing space in buildings identified and set forth in the RFP and demonstrate the quantity of space needed by the County based upon future projections and interviews with every department and aspect of County government; and (2) identify time periods for acquisition of additional space, provide budgetary estimates, make recommendations as to location and proximity.

Section 1.03. Payment. The Authority shall undertake and complete the Study identified in the RFP and submit a Report to the County Manager and the Board of Chosen Freeholders at no expense to the County.

Agreement. Section 1.04. Term. This Agreement shall commence upon the date of full execution by both of the parties and shall continue for an initial term of ninety (90) days or until the Study and the Report is accepted by the Authority and the County. Said initial term may be extended upon mutual consent of the parties as necessary to achieve the purposes of this Agreement.

Section 1.05. 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 County shall be liable to the Authority for its 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.*

The Authority shall be liable to the County for its' 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.*

## ARTICLE II MISCELLANEOUS

Section 2.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.03. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

Section 2.04. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05. Execution of Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Authority and the County and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 2.06. Authority to Enter into Agreement. The Parties represent and warrant that:

- a. They are fully authorized to enter into this Agreement;
- b. They have taken all necessary and internal legal actions to duly approve the making and performance of this Agreement, including the adoption of any and all necessary resolutions and ordinances, and that no further or other internal approval is necessary;
- c. The making and performance of this Agreement will not violate any provisions of law or of their respective articles of incorporation, charter, code or bylaws.

Section 2.07. Filing Required. 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).

Section 2.08. No Authority to Bind. Neither party shall have the right or authority to create any obligation or responsibility, either express or implied, on behalf of or in the name of the other, other than as specifically set forth herein, or to bind the other party contractually in any manner whatsoever.

IN WITNESS WHEREOF, the Authority and the County have caused their respective seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

THE UNION COUNTY IMPROVEMENT  
AUTHORITY

By: \_\_\_\_\_  
Jonathan L. Williams, Esq.

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

[SEAL]

ATTEST:

THE COUNTY OF UNION

By: \_\_\_\_\_  
James E. Pellettiere, RMC, Clerk  
Board of Chosen Freeholders

By: \_\_\_\_\_  
Alfred J. Faella, County Manager

APPROVED AS TO FORM: \_\_\_\_\_  
Robert E. Barry, Esq.  
County Counsel

[SEAL]