

Member MISKIEWICZ introduced and moved the adoption of the following resolution and Member SALERNO seconded the motion:

RESOLUTION OF THE UNION COUNTY  
IMPROVEMENT AUTHORITY APPROVING A SHARED  
SERVICES AGREEMENT WITH THE UNION COUNTY  
UTILITIES AUTHORITY FOR THE PROVISION OF  
EXECUTIVE DIRECTOR AND OTHER SERVICES ON AN  
INTERIM BASIS

WHEREAS, the Union County Improvement Authority (the "UCIA") has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey, 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; and

WHEREAS, the Union County Utilities Authority (the "UCUA") has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with County Utilities Authorities Law, N.J.S.A. 40:14B-1 *et seq.* and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Executive Director of the UCIA has retired, and in the absence of a permanent, full-time Executive Director, the UCIA has requested the assistance of the UCUA to provide the services normally provided by an Executive Director in connection with the day to day operations of the UCIA, on an interim basis, until February 1, 2015, as more fully set forth in this Shared Services Agreement (the "Agreement"); and

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

WHEREAS, the UCIA and the UCUA have each determined that it will be economical, efficient and otherwise advantageous to them and the residents and taxpayers of Union County to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Chairman is authorized to execute the Shared Services Agreement with the UCUA in substantially the form attached hereto; and

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

The foregoing resolution was adopted by the following roll call vote:

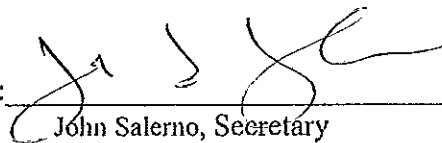
**Recorded Vote**

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson	✓			
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member				✓

**CERTIFICATION**

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING A SHARED SERVICES AGREEMENT WITH THE UNION COUNTY UTILITIES AUTHORITY FOR THE PROVISION OF EXECUTIVE DIRECTOR AND OTHER SERVICES ON AN INTERIM BASIS is a true copy of a resolution adopted by the governing body of the Improvement Authority on August 21, 2013.

**UNION COUNTY IMPROVEMENT AUTHORITY**

By:   
John Salerno, Secretary

Dated: August 21, 2013  
[SEAL]

**SHARED SERVICES AGREEMENT FOR THE PROVISION  
OF EXECUTIVE DIRECTOR AND OTHER SERVICES BY  
THE UNION COUNTY UTILITIES AUTHORITY TO THE  
UNION COUNTY IMPROVEMENT AUTHORITY ON AN  
INTERIM BASIS**

THIS SHARED SERVICES AGREEMENT, made this 21<sup>st</sup> day of August, 2013 (the "Agreement") by and between the Union County Improvement Authority, a public body corporate and politic of the State of New Jersey, and the Union County Utilities Authority of Union, a public body corporate and politic of the State of New Jersey. The Effective Date of this Agreement shall be August 23, 2013.

**W I T N E S S E T H:**

WHEREAS, the Union County Improvement Authority (the "UCIA") has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey, 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; and

WHEREAS, the Union County Utilities Authority (the "UCUA") 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 Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 *et seq.* and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Executive Director of the UCIA has retired, and in the absence of a permanent, full-time Executive Director, the UCIA has requested the assistance of the UCUA to provide the services normally provided by an Executive Director in connection with the day to day operations of the UCIA, as more fully set forth in this Shared Services Agreement (the "Agreement"); and

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

WHEREAS, the UCIA and the UCUA have each determined that it will be economical, efficient and otherwise advantageous to them and the residents and taxpayers of Union County to enter into this Agreement; and

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

**ARTICLE I**  
**SCOPE**

Section 1.01. Executive Director Services. The UCUA shall provide the UCIA with the services of the UCUA's Executive Director (the "ED Services"), who shall act as the interim Executive Director of the UCIA for the Term of this Agreement. The ED Services shall include, but not be limited to, supervision and direction of the day to day operations of the UCIA.

Section 1.02 Office Space. The UCUA shall provide space in its premises at the Union County Resource Recovery Facility in Rahway, New Jersey (the "Premises") to the UCIA. The UCIA shall be permitted to move all staff, files, records, electronic equipment, and other related office items to the space provided in the Premises.

Section 1.03. Staff Services. The UCUA shall permit the UCIA staff to use, from time to time, the services of the UCUA's staff, including, but not limited to, reception, secretarial, clerk and deputy clerk and comptroller and accounting services (the "Staff Services").

Section 1.04 Compensation. In payment for the ED Services, the Premises and the Staff Services, the UCIA shall pay \$15,000.00 per month to the UCUA, inclusive of all costs for the Services, the Premises, utilities, and use of office equipment.

Section 1.05 Term. This Agreement shall commence on August 23, 2013 and shall continue for an initial term of six (6) months. The Term may be extended by mutual consent of the parties for no more than two additional terms of six (6) months each.

Section 1.06. Duties of the UCIA. During the Term of this Agreement, the UCIA shall be and remain an independent public body corporate and politic of the State of New Jersey, created and existing pursuant to and in accordance with County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.* The UCIA shall continue to manage and direct its outstanding projects, operations, and undertakings and shall be responsible for complying with all federal and state laws and regulations, including, but not limited to, completing and filing an annual audit in accordance with N.J.S.A. 40A:5A-15. The UCIA shall provide insurance for its operations and its employees, maintain its own bank accounts, and pay its bills and invoices. UCIA staff shall remain employees of the UCIA, and shall receive their salaries from the UCIA.

**ARTICLE II**  
**LIABILITIES**

Section 2.01. 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.

Each of the UCIA and the UCUA shall be liable to the other 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 III MISCELLANEOUS

Section 3.01. 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 3.02. Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 3.03. 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 3.04. 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 3.05. Execution of Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 3.06. 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 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 3.07. 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 3.08. 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 UCIA and the UCUA 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:

UNION COUNTY UTILITIES AUTHORITY

By: Laura M. daSilva  
[SEAL] ~~Secretary~~  
deputy chief

By: Edward Joekim  
Chairman

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: [Signature]  
[SEAL] Secretary

By: [Signature]  
Anthony R. Scutari, Chairman