

Member Rountree introduced and moved the adoption of the following resolution and Member Tomlin seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE
AUTHORITY AND SUPLEE, CLOONEY & COMPANY FOR AUDITOR
SERVICES FOR 2014**

WHEREAS, the Union County Improvement Authority (the "Authority") was created by a resolution of the Board of Chosen Freeholders of the County of Union 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, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Auditor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Suplee, Clooney & Company was qualified to provide Auditor Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with Suplee, Clooney & Company (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority now wishes to enter into a contract with the Professional for the Services;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the contract with Suplee, Clooney & Company in the form attached hereto and made a part hereof, is approved; and

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

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

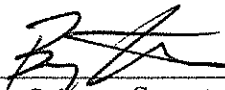
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				
Linda Hines, Member				
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND SUPLEE, CLOONEY & COMPANY FOR AUDITOR SERVICES FOR 2014** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary
Bryan Thomas Tomko, Acting

Dated: March 5, 2014
(SEAL)

**AGREEMENT BY AND BETWEEN
UNION COUNTY IMPROVEMENT AUTHORITY
AND
SUPLEE, CLOONEY & COMPANY
FOR AUDITOR SERVICES**

THIS AGREEMENT, dated as of _____ 2014, by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and Suplee, Clooney & Company, 308 East Broad Street, Westfield, New Jersey 07090.

WITNESSETH:

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Auditor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Suplee, Clooney & Company was qualified to provide Auditor Services, having an excellent reputation in its field, and significant knowledge of the Authority and its operations; and

WHEREAS, on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with Suplee, Clooney & Company (the "Professional") to provide Auditor Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority and the Professional wish to enter into this Agreement to set forth the services to be rendered by the Professional (the "Services") and the compensation to be paid for the Services;

NOW THEREFORE, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. The Professional hereby agrees to perform such Services as shall include, but not be necessarily limited to, those set forth in the RFQ and the Professional's response to the RFQ, which are incorporated herein and made a part hereof as though repeated in full.
2. Personal Services. The Professional represents that only its personnel will perform the Services required under this Agreement. In the event the Professional cannot provide the Services due to vacation, illness, or other reason, the Authority will designate other qualified persons to perform the Services temporarily. In no event shall the Professional assign or transfer its obligations under this Agreement to another firm or individual. The Professional's personnel shall not be employees of or have any other contractual relationship with the Authority.
3. Term. This Agreement shall be for the period commencing February 13, 2014 and terminating upon the appointment of a firm to provide Auditor Services at the Authority's Annual Reorganization Meeting in February 2015, unless otherwise extended or terminated in writing.

4. Compensation. The Authority shall compensate the Professional for the Services in accordance with the fee schedule set forth in Exhibit A attached hereto, in an amount not to exceed Thirty Three Thousand Nine Hundred Fifty Dollars (\$33,950.00) for the annual Audit. Compensation for additional services at the hourly rates set forth in Exhibit A must be pre-approved by the Authority.

5. Affirmative Action. During the performance of this Agreement, the Professional shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. The Professional also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, as stated in Exhibit B to the RFQ, which the Professional acknowledged and affirmed in its response thereto.

6. Professional's Representations. The Professional makes the following representations and covenants:

(a) the Professional has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) the Professional is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) to the best of the Professional's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

(d) the Professional's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party;

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Mayor, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

8. Default and Termination.

(a) Events of Default by the Professional. The following shall constitute Events of Default by the Professional unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Authority or any third party:

(i) the persistent and repeated failure(s) of the Professional to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Professional has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) (1) the Professional being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Professional under the laws of any jurisdiction or against the Professional if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) any action or answer by the Professional approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Professional that shall substantially interfere with its performance hereunder;

(iii) breach of any material representations by the Professional set forth in this Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Professional or any third party:

(i) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Professional of such persistent and repeated failure(s) to perform, and the Authority has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of 20 days after written notice thereof has been provided by the Professional specifying such failure and requesting that such condition be remedied.

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party, the defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy

the default, including, but not limited to, proceedings to compel specific performance by the defaulting party.

9. Remedies in the Event of Termination of Agreement. Upon termination, the Authority shall pay the Professional in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Paragraph 4 hereof, and the Professional shall release to the Authority each and every document in its possession relating to or regarding the Project.

10. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to the Professional of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay the Professional in full for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof.

11. Insurance. Throughout the Term, the Professional shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensation: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injury, and Property Damage with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content. Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by the Professional shall:

(i) designate the Authority, its offices, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or the Professional to the extent that such other insurance provides the Authority or the Professional with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) waive any right of subrogation of the insurers against the Authority or the Professional and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Prior to the date on which the Professional shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If the Professional shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if the Professional fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from the Professional immediately upon demand by the Authority.

12. Indemnification and Hold Harmless. The Professional and its consultants agree to indemnify and defend, to the fullest extent possible under the Professional's insurance coverage, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of the Professional's negligent acts or omissions in connection with the performance of the Services.

13. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Professional: Robert Cagnassola, Partner
Suplee, Clooney & Company
308 East Broad Street
Westfield, New Jersey 07090.

To Authority: Mr. Mark Brink, Project / Financial Specialist
Union County Improvement Authority
1099 Routes 1 and 9
Rahway, New Jersey 07065

14. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

17. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

18. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

19. 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 use their best efforts to 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.

20. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. The terms of the Professional's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of the Professional's Proposal, the terms of this Agreement shall prevail.

22. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

IN WITNESS WHEREOF, the Authority, by resolution duly adopted, has caused this Agreement to be approved and executed, and the Authority and the Professional have caused this Agreement to be executed on the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Anthony Scutari, Chairman

SUPLEE, CLOONEY & COMPANY

By: _____
Robert B. Cagnassola, Partner

Exhibit A

Suplee, Clooney & Company 2014 Billing Rates

Annual Audit: \$33,950

Additional Services as may be authorized by the Authority:

Partners: \$150 per hour

Managers: \$125 per hour

Staff: \$100 per hour

The above rates may not include reasonable out-of-pocket expenses as verified by receipts, where obtainable, including utilization of reproduction apparatus and messenger service which shall be itemized and reimbursed as separate items. These expenses shall be billed within sixty (60) days of the time they are incurred or at the time of closing on an issue.

Member Tombo introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE
AUTHORITY AND BROWN & BROWN METRO, INC. FOR
INSURANCE BROKER SERVICES FOR 2014**

WHEREAS, the Union County Improvement Authority (the "Authority") was created by a resolution of the Board of Chosen Freeholders of the County of Union 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, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Insurance Broker Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Brown & Brown Metro, Inc. was qualified to provide Insurance Broker Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with Brown & Brown Metro, Inc. (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority now wishes to enter into a contract with the Professional for the Services;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the contract with Brown & Brown Metro, Inc. in the form attached hereto and made a part hereof, is approved; and

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

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

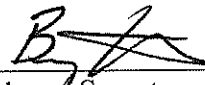
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND BROWN & BROWN METRO, INC. FOR INSURANCE BROKER SERVICES FOR 2014** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary
Bryan Thomas Tomko, Acting

Dated: March 5, 2014
(SEAL)

**AGREEMENT BY AND BETWEEN
UNION COUNTY IMPROVEMENT AUTHORITY
AND
BROWN & BROWN METRO, INC.
FOR INSURANCE BROKER SERVICES**

THIS AGREEMENT, dated as of _____ 2014, by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and Brown & Brown Metro, Inc. P.O. Box 678 Florham Park, New Jersey 07632.

WITNESSETH:

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Insurance Broker Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Brown & Brown Metro, Inc. was qualified to provide Insurance Broker Services, having an excellent reputation in its field, and significant knowledge of the Authority and its operations; and

WHEREAS, on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with Brown & Browns, Metro, Inc. (the "Professional") to provide Insurance Broker Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority and the Professional wish to enter into this Agreement to set forth the services to be rendered by the Professional (the "Services") and the compensation to be paid for the Services;

NOW THEREFORE, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. The Professional hereby agrees to perform such Services as shall include, but not be necessarily limited to, those set forth in the RFQ and the Professional's response to the RFQ, which are incorporated herein and made a part hereof as though repeated in full.

2. Personal Services. The Professional represents that only its personnel will perform the Services required under this Agreement. In the event the Professional cannot provide the Services due to vacation, illness, or other reason, the Authority will designate other qualified persons to perform the Services temporarily. In no event shall the Professional assign or transfer its obligations under this Agreement to another firm or individual. The Professional's personnel shall not be employees of or have any other contractual relationship with the Authority.

3. Term. This Agreement shall be for the period commencing February 13, 2014 and terminating upon the appointment of a firm to provide Insurance Broker Services at the Authority's Annual Reorganization Meeting in February 2015, unless otherwise extended or terminated in writing.

4. Compensation. The Professional shall receive no direct compensation from the Authority because the Professional shall be compensated through commissions paid by the insurance carriers as arranged by and between the Professional and the insurance carriers, in accordance with all applicable rules and regulations promulgated by the New Jersey Department of banking & Insurance.

5. Affirmative Action. During the performance of this Agreement, the Professional shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. The Professional also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, as stated in Exhibit B to the RFQ, which the Professional acknowledged and affirmed in its response thereto.

6. Professional's Representations. The Professional makes the following representations and covenants:

(a) the Professional has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) the Professional is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) to the best of the Professional's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

(d) the Professional's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party;

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Mayor, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this

Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

8. Default and Termination.

(a) Events of Default by the Professional. The following shall constitute Events of Default by the Professional unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Authority or any third party:

(i) the persistent and repeated failure(s) of the Professional to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Professional has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) (1) the Professional being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Professional under the laws of any jurisdiction or against the Professional if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) any action or answer by the Professional approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Professional that shall substantially interfere with its performance hereunder;

(iii) breach of any material representations by the Professional set forth in this Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Professional or any third party:

(i) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Professional of such persistent and repeated failure(s) to perform, and the Authority has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of 20 days after written notice thereof has been provided by the Professional specifying such failure and requesting that such condition be remedied.

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party, the defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default, including, but not limited to, proceedings to compel specific performance by the defaulting party.

9. Remedies in the Event of Termination of Agreement. Upon termination, the Authority shall pay the Professional in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Paragraph 4 hereof, and the Professional shall release to the Authority each and every document in its possession relating to or regarding the Project.

10. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to the Professional of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay the Professional in full for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof.

11. Insurance. Throughout the Term, the Professional shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensation: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injury, and Property Damage with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content. Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by the Professional shall:

(i) designate the Authority, its offices, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or the Professional to the extent that such other insurance provides the Authority or the Professional with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) waive any right of subrogation of the insurers against the Authority or the Professional and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Prior to the date on which the Professional shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If the Professional shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if the Professional fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from the Professional immediately upon demand by the Authority.

12. Indemnification and Hold Harmless. The Professional and its consultants agree to indemnify and defend, to the fullest extent possible under the Professional's insurance coverage, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of the Professional's negligent acts or omissions in connection with the performance of the Services.

13. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Professional: Matthew Struck, Matthew A. Struck, CPCU
Public Entity Department Manager
Brown & Brown Metro, Inc
P.O. Box 678

Florham Park, New Jersey 07632

To Authority: Mr. Mark Brink, Project / Financial Specialist
Union County Improvement Authority
1099 Routes 1 and 9
Rahway, New Jersey 08065

14. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

17. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

18. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

19. 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 use their best efforts to 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.

20. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. The terms of the Professional's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of the Professional's Proposal, the terms of this Agreement shall prevail.

22. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

IN WITNESS WHEREOF, the Authority, by resolution duly adopted, has caused this Agreement to be approved and executed, and the Authority and the Professional have caused this Agreement to be executed on the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Anthony Scutari, Chairman

BROWN & BROWN METRO, INC.

By: _____

RESOLUTION NO.: 21-2014

Member Moylee introduced and moved the adoption of the following resolution and Member Countee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE
AUTHORITY AND NW FINANCIAL GROUP, LLC FOR FINANCIAL
ADVISOR SERVICES FOR 2014**

WHEREAS, the Union County Improvement Authority (the "Authority") was created by a resolution of the Board of Chosen Freeholders of the County of Union 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, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Financial Advisor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that Brown & Brown Metro, Inc. was qualified to provide Financial Advisor Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with NW Financial Group, LLC. (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority now wishes to enter into a contract with the Professional for the Services;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the contract with NW Financial Group, LLC in the form attached hereto and made a part hereof, is approved; 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

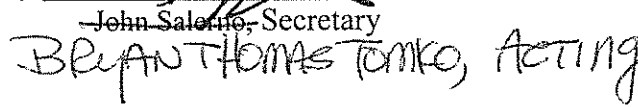
CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND NW FINANCIAL GROUP, LLC FOR FINANCIAL ADVISOR SERVICES FOR 2014** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary


Bryan Thomas Tomko, Acting

Dated: March 5, 2014
(SEAL)

**AGREEMENT BY AND BETWEEN
UNION COUNTY IMPROVEMENT AUTHORITY
AND
NW FINANCIAL GROUP, LLC
FOR FINANCIAL ADVISOR SERVICES**

THIS AGREEMENT, dated as of _____ 2014, by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and NW Financial Group, LLC, 2 Hudson Place, Hoboken, New Jersey 07030

WITNESSETH:

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Financial Advisor Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that NW Financial Group, LLC was qualified to provide Financial Advisor Services, having an excellent reputation in its field, and significant knowledge of the Authority and its operations; and

WHEREAS, on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with NW Financial Group, LLC (the "Professional") to provide Financial Advisor Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority and the Professional wish to enter into this Agreement to set forth the services to be rendered by the Professional (the "Services") and the compensation to be paid for the Services;

NOW THEREFORE, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. The Professional hereby agrees to perform such Services as shall include, but not be necessarily limited to, those set forth in the RFQ and the Professional's response to the RFQ, which are incorporated herein and made a part hereof as though repeated in full.

2. Personal Services. The Professional represents that only its personnel will perform the Services required under this Agreement. In the event the Professional cannot provide the Services due to vacation, illness, or other reason, the Authority will designate other qualified persons to perform the Services temporarily. In no event shall the Professional assign or transfer its obligations under this Agreement to another firm or individual. The Professional's personnel shall not be employees of or have any other contractual relationship with the Authority.

3. Term. This Agreement shall be for the period commencing February 13, 2014 and terminating upon the appointment of a firm to provide Financial Advisor Services at the Authority's Annual Reorganization Meeting in February 2015, unless otherwise extended or terminated in writing.

4. Compensation. The Authority shall compensate the Professional for the Services in accordance with the fee schedule set forth in Exhibit A attached hereto, in an amount not to exceed Forty Thousand Dollars (\$40,000.00).

5. Affirmative Action. During the performance of this Agreement, the Professional shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. The Professional also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, as stated in Exhibit B to the RFQ, which the Professional acknowledged and affirmed in its response thereto.

6. Professional's Representations. The Professional makes the following representations and covenants:

(a) the Professional has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) the Professional is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) to the best of the Professional's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

(d) the Professional's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party;

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Mayor, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

8. Default and Termination.

(a) Events of Default by the Professional. The following shall constitute Events of Default by the Professional unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Authority or any third party:

(i) the persistent and repeated failure(s) of the Professional to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Professional has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) (1) the Professional being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Professional under the laws of any jurisdiction or against the Professional if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) any action or answer by the Professional approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Professional that shall substantially interfere with its performance hereunder;

(iii) breach of any material representations by the Professional set forth in this Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Professional or any third party:

(i) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Professional of such persistent and repeated failure(s) to perform, and the Authority has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of 20 days after written notice thereof has been provided by the Professional specifying such failure and requesting that such condition be remedied.

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party, the defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party

may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default, including, but not limited to, proceedings to compel specific performance by the defaulting party.

9. Remedies in the Event of Termination of Agreement. Upon termination, the Authority shall pay the Professional in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Paragraph 4 hereof, and the Professional shall release to the Authority each and every document in its possession relating to or regarding the Project.

10. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to the Professional of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay the Professional in full for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof.

11. Insurance. Throughout the Term, the Professional shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensation: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injury, and Property Damage with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content. Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by the Professional shall:

(i) designate the Authority, its offices, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or the Professional to the extent that such other insurance provides the Authority or the Professional with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable

to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) waive any right of subrogation of the insurers against the Authority or the Professional and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Prior to the date on which the Professional shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If the Professional shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if the Professional fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from the Professional immediately upon demand by the Authority.

12. Indemnification and Hold Harmless. The Professional and its consultants agree to indemnify and defend, to the fullest extent possible under the Professional's insurance coverage, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of the Professional's negligent acts or omissions in connection with the performance of the Services.

13. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Professional: NW Financial Group, LLC
2 Hudson Place
Hoboken, New Jersey 07030
Attn: Dennis Enright

To Authority: Mr. Mark Brink, Project / Financial Specialist
Union County Improvement Authority
1099 Routes 1 and 9
Rahway, New Jersey 07065

14. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

17. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

18. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

19. 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 use their best efforts to 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.

20. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. The terms of the Professional's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of the Professional's Proposal, the terms of this Agreement shall prevail.

22. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

IN WITNESS WHEREOF, the Authority, by resolution duly adopted, has caused this Agreement to be approved and executed, and the Authority and the Professional have caused this Agreement to be executed on the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Anthony Scutari, Chairman

NW FINANCIAL GROUP LLC

By: _____
Dennis J. Enright, Principal

NW FINANCIAL GROUP, LLC
2014 HOURLY BILLING RATES

For general consulting services provided on projects other than the sale of bonds or notes, NW's compensation will be based upon the hourly rates as follows:

<u>Position</u>	<u>Hourly Rate (\$/hour)</u>
Principal	\$195
President	\$190
Managing Director	\$185
Senior Vice President	\$180
Vice President	\$170
Assistant Vice President	\$165
Associate	\$150
Analyst	\$140

Reimbursable Expenses: NW proposes to invoice for reasonable out of pocket expenses such as phone, postage, copies, travel, etc. These expenses will be included on monthly invoices for consulting services performed or included with the transactional invoice following an Authority Financing.

RESOLUTION NO.: 22-2014

Member Tonlo introduced and moved the adoption of the following resolution and Member Vollero seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE
AUTHORITY AND DeCOTIIS, FITZPATRICK & COLE, LLP FOR
GENERAL COUNSEL SERVICES FOR 2014**

WHEREAS, the Union County Improvement Authority (the "Authority") was created by a resolution of the Board of Chosen Freeholders of the County of Union 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, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for General Counsel Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that DeCotiis, FitzPatrick & Cole, LLP was qualified to provide General Counsel Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with DeCotiis, FitzPatrick & Cole, LLP (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority now wishes to enter into a contract with the Professional for the Services;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the contact with DeCotiis, FitzPatrick & Cole, LLP in the form attached hereto and made a part hereof, is approved; 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND DeCOTIIS, FITZPATRICK & COLE, LLP FOR GENERAL COUNSEL SERVICES FOR 2014** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

~~John Salerno, Secretary~~

BRYAN THOMAS TOMKO, ACTING

Dated: March 5, 2014
(SEAL)

1652434

**AGREEMENT BY AND BETWEEN
UNION COUNTY IMPROVEMENT AUTHORITY
AND
DECOTIIS, FITZPATRICK & COLE, LLP
FOR GENERAL COUNSEL SERVICES**

THIS AGREEMENT, dated as of _____ 2014, by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and DeCotiis, FitzPatrick & Cole, LLP, Glenpointe Centre West, 500 Frank W. Burr Boulevard, Suite 31, Teaneck, New Jersey 07666.

WITNESSETH:

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for General Counsel Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that DeCotiis, FitzPatrick & Cole, LLC was qualified to provide General Counsel Services, having an excellent reputation in its field, and significant knowledge of the Authority and its operations; and

WHEREAS, on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with DeCotiis, FitzPatrick & Cole, LLC (the "Professional") to provide General Counsel Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority and the Professional wish to enter into this Agreement to set forth the services to be rendered by the Professional (the "Services") and the compensation to be paid for the Services;

NOW THEREFORE, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. The Professional hereby agrees to perform such Services as shall include, but not be necessarily limited to, those set forth in the RFQ and the Professional's response to the RFQ, which are incorporated herein and made a part hereof as though repeated in full.

2. Personal Services. The Professional represents that only its personnel will perform the Services required under this Agreement. In the event the Professional cannot provide the Services due to vacation, illness, or other reason, the Authority will designate other qualified persons to perform the Services temporarily. In no event shall the Professional assign or transfer its obligations under this Agreement to another firm or individual. The Professional's personnel shall not be employees of or have any other contractual relationship with the Authority.

3. Term. This Agreement shall be for the period commencing February 13, 2014 and terminating upon the appointment of a firm to provide General Counsel Services at the Authority's Annual Reorganization Meeting in February 2015, unless otherwise extended or terminated in writing.

4. Compensation. The Authority shall compensate the Professional for the Services in accordance with the fee schedule set forth in Exhibit A attached hereto, in an amount not to exceed One Hundred Fifteen Thousand Dollars (\$115,000).

5. Affirmative Action. During the performance of this Agreement, the Professional shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. The Professional also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, as stated in Exhibit B to the RFQ, which the Professional acknowledged and affirmed in its response thereto.

6. Professional's Representations. The Professional makes the following representations and covenants:

(a) the Professional has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) the Professional is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) to the best of the Professional's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

(d) the Professional's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party;

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Mayor, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(a) Events of Default by the Professional. The following shall constitute Events of Default by the Professional unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Authority or any third party:

(i) the persistent and repeated failure(s) of the Professional to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Professional has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) (1) the Professional being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Professional under the laws of any jurisdiction or against the Professional if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) any action or answer by the Professional approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Professional that shall substantially interfere with its performance hereunder;

(iii) breach of any material representations by the Professional set forth in this Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Professional or any third party:

(i) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Professional of such persistent and repeated failure(s) to perform, and the Authority has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of 20 days after written notice thereof has been provided by the Professional specifying such failure and requesting that such condition be remedied.

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party, the defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default, including, but not limited to, proceedings to compel specific performance by the defaulting party.

9. Remedies in the Event of Termination of Agreement. Upon termination, the Authority shall pay the Professional in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Paragraph 4 hereof, and the Professional shall release to the Authority each and every document in its possession relating to or regarding the Project.

10. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to the Professional of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay the Professional in full for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof.

11. Insurance. Throughout the Term, the Professional shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensation: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injury, and Property Damage with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content. Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by the Professional shall:

(i) designate the Authority, its offices, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or the Professional to the extent that such other insurance provides the Authority or the Professional with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or

non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) waive any right of subrogation of the insurers against the Authority or the Professional and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Prior to the date on which the Professional shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If the Professional shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if the Professional fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from the Professional immediately upon demand by the Authority.

12. Indemnification and Hold Harmless. The Professional and its consultants agree to indemnify and defend, to the fullest extent possible under the Professional's insurance coverage, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of the Professional's negligent acts or omissions in connection with the performance of the Services.

13. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Professional: Jonathan L. Williams, Esq.
DeCotiis, FitzPatrick & Cole, LLP
Glenpointe Centre West
500 Frank W. Burr Blvd., Suite 31
Teaneck, New Jersey 07666

To Authority: Mr. Mark Brink, Project / Financial Specialist
Union County Improvement Authority
1499 Routes 1 and 9
Rahway, New Jersey 07065

14. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

17. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

18. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

19. 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 use their best efforts to 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.

20. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. The terms of the Professional's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of the Professional's Proposal, the terms of this Agreement shall prevail.

22. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

IN WITNESS WHEREOF, the Authority, by resolution duly adopted, has caused this Agreement to be approved and executed, and the Authority and the Professional have caused this Agreement to be executed on the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Anthony Scutari, Chairman

DE COTIIS, FITZPATRICK & COLE, LLP

By: _____
Jonathan Williams

Exhibit A

DeCotiis, FitzPatrick & Cole, LLP 2014 Billing Rates

Partners: \$185 per hour
Associates: \$165 per hour
Paralegals: \$120 per hour

Customary disbursements shall be added to the fees referred to in the Agreement. Secretarial and other clerical staff and overhead are included in the above hourly rate, but not reasonable out-of-pocket expenses as verified by receipts, where obtainable, including utilization of reproduction apparatus and messenger service which shall be itemized and reimbursed as separate items. These expenses shall be billed within sixty (60) days of the time they are incurred or at the time of closing on an issue.

RESOLUTION NO.: 23-2014

Member McGhee introduced and moved the adoption of the following resolution and Member Rountree seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT BY AND BETWEEN THE
AUTHORITY AND THE LAW OFFICES OF JOHN G. HUDAK, LLC
FOR BOND COUNSEL SERVICES FOR 2014**

WHEREAS, the Union County Improvement Authority (the "Authority") was created by a resolution of the Board of Chosen Freeholders of the County of Union 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, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Bond Counsel Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that the Law Office of John G. Hudak, LLC was qualified to provide Bond Counsel Services (the "Services"), and on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with the Law Office of John G. Hudak, LLC (the "Professional") to provide the Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority now wishes to enter into a contract with the Professional for the Services;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the contact with the Law Office of John G. Hudak, LLC in the form attached hereto and made a part hereof, is approved; 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE LAW OFFICES OF JOHN G. HUDAK, LLC FOR BOND COUNSEL SERVICES FOR 2014** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Bryan Thomas Tomko, Acting

Dated: March 5, 2014
(SEAL)

1652438

**AGREEMENT BY AND BETWEEN
UNION COUNTY IMPROVEMENT AUTHORITY
AND
LAW OFFICE OF JOHN G. HUDAK, LLC
FOR BOND COUNSEL SERVICES**

THIS AGREEMENT, dated as of _____ 2014, by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and The Law Office of John G. Hudak, LLC, 812 North Wood Avenue, Suite #304, Linden, New Jersey,

WITNESSETH:

WHEREAS, on or about January 9, 2014, the Authority issued a Request for Qualifications (the "RFQ") for Bond Counsel Services pursuant to a "Fair and Open Process," N.J.S.A. 19:44A-20.1 *et seq.*, and, received sealed proposals in response to the RFQ on January 23, 2014; and

WHEREAS, upon review of the proposals, the Authority determined that the Law Office of John G. Hudak, LLC was qualified to provide Bond Counsel Services, having an excellent reputation in its field, and significant knowledge of the Authority and its operations; and

WHEREAS, on February 12, 2014, by Resolution No. 13-2014, the Authority approved a contract with Law Office of John G. Hudak, LLC (the "Professional") to provide Bond Counsel Services during the period from February 13, 2014 until the Authority's next reorganization meeting in February 2015; and

WHEREAS, the Authority and the Professional wish to enter into this Agreement to set forth the services to be rendered by the Professional (the "Services") and the compensation to be paid for the Services;

NOW THEREFORE, the Parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. Scope of Services. The Professional hereby agrees to perform such Services as shall include, but not be necessarily limited to, those set forth in the RFQ and the Professional's response to the RFQ, which are incorporated herein and made a part hereof as though repeated in full.

2. Personal Services. The Professional represents that only its personnel will perform the Services required under this Agreement. In the event the Professional cannot provide the Services due to vacation, illness, or other reason, the Authority will designate other qualified persons to perform the Services temporarily. In no event shall the Professional assign or transfer its obligations under this Agreement to another firm or individual. The Professional's personnel shall not be employees of or have any other contractual relationship with the Authority.

3. Term. This Agreement shall be for the period commencing February 13, 2014 and terminating upon the appointment of a firm to provide Bond Counsel Services at the Authority's Annual Reorganization Meeting in February 2015, unless otherwise extended or terminated in writing.

4. Compensation. The Authority shall compensate the Professional for the Services in accordance with the fee schedule set forth in Exhibit A attached hereto.

5. Affirmative Action. During the performance of this Agreement, the Professional shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule A to this Agreement. The Professional also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, as stated in Exhibit B to the RFQ, which the Professional acknowledged and affirmed in its response thereto.

6. Professional's Representations. The Professional makes the following representations and covenants:

(a) the Professional has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) the Professional is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf;

(c) to the best of the Professional's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;

(d) the Professional's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party;

7. Authority's Representations. The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Mayor, it shall be valid and binding upon the Authority;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement

8. Default and Termination.

(a) Events of Default by the Professional. The following shall constitute Events of Default by the Professional unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Authority or any third party:

(i) the persistent and repeated failure(s) of the Professional to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Professional has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) (1) the Professional being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Professional under the laws of any jurisdiction or against the Professional if it does not take appropriate action to dismiss said proceedings within 30 days of the institution of such proceedings, or (3) any action or answer by the Professional approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Professional that shall substantially interfere with its performance hereunder;

(iii) breach of any material representations by the Professional set forth in this Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

(b) Events of Default by the Authority. The following shall constitute Events of Default by the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or the fault of the Professional or any third party:

(i) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Professional of such persistent and repeated failure(s) to perform, and the Authority has not, within 20 days, cured or attempted or commenced a cure of such failure;

(ii) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of 20 days after written notice thereof has been provided by the Professional specifying such failure and requesting that such condition be remedied.

(c) Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party, the defaulting party shall, within 20 days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently

pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default, including, but not limited to, proceedings to compel specific performance by the defaulting party.

9. Remedies in the Event of Termination of Agreement. Upon termination, the Authority shall pay the Professional in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Paragraph 4 hereof, and the Professional shall release to the Authority each and every document in its possession relating to or regarding the Project.

10. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to the Professional of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay the Professional in full for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof.

11. Insurance. Throughout the Term, the Professional shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Workers Compensation: Statutory requirements.

(b) Comprehensive AL/GL, Bodily Injury, and Property Damage with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate, and in no case less than \$1,000,000 per person.

(c) Professional Liability Insurance: Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(d) Form and Content. Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by the Professional shall:

(i) designate the Authority, its offices, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(ii) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or the Professional to the extent that such other insurance provides the Authority or the Professional with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable

to all insureds as a group and liability for premiums) shall operate in the same manner as if each were a separate policy covering each insured;

(iv) provide that the Authority shall be furnished with at least 30 days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(v) waive any right of subrogation of the insurers against the Authority or the Professional and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Prior to the date on which the Professional shall begin the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements stated above. Thereafter, new or renewal certificates shall be delivered at least 30 days prior to expiration of the current policy. If the Professional shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if the Professional fails to do so within five days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from the Professional immediately upon demand by the Authority.

12. Indemnification and Hold Harmless. The Professional and its consultants agree to indemnify and defend, to the fullest extent possible under the Professional's insurance coverage, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of the Professional's negligent acts or omissions in connection with the performance of the Services.

13. Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Professional: The Law Office of John G. Hudak, LLC
812 North Wood Avenue, Suite #304
Linden, New Jersey, 07036
Attn: John G. Hudak, Esq.

To Authority: Mr. Mark Brink, Project / Financial Specialist
Union County Improvement Authority
Union County Administration Building, 6th floor
10 Elizabethtown Plaza

14. Waiver. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15. Modifications. The provisions of this Agreement may be modified or amended only by written agreement duly executed by both parties.

16. Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

17. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

18. Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

19. 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 use their best efforts to 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.

20. Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Professional.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to their rights and obligations hereunder. The terms of the Professional's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of the Professional's Proposal, the terms of this Agreement shall prevail.

22. Dispute Resolution. Any and all disputes arising out of this Agreement shall be submitted to an alternative dispute resolution practice such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication. The alternative dispute resolution practices shall not apply to any dispute concerning any subcontracts to be entered into pursuant thereto. Notwithstanding the foregoing, nothing

contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

IN WITNESS WHEREOF, the Authority, by resolution duly adopted, has caused this Agreement to be approved and executed, and the Authority and the Professional have caused this Agreement to be executed on the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Anthony Scutari, Chairman

THE LAW OFFICE OF JOHN G. HUDAK, LLC

By: _____
John G. Hudak, Esq.

Exhibit A

Law Office of John G. Hudak, Esq., LLC 2014 Billing Rates

- (a) For services rendered in connection with each sale of obligations (bonds or certificates of participation , a minimum fee of \$35,000 plus \$1.75 per thousand dollars of bonds issued, said fee to include all necessary services including drafting of Bond Resolution, leases, attendance at Local Finance Board and other related services.
- (b) Services rendered beyond the scope of those described in subparagraph (a) will be billed at the hourly rates in effect under the Agreement which would range from \$125 to \$275; Partner/of Counsel \$250; Associate \$175-150 depending on the level of experience) and \$50 for paralegals and law clerks. Such services may include attention to any litigation that may occur, application to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series obligations of the United States, complicated tax analysis, arbitrage analysis, research of security issued, real estate matters related to financings, continuing disclosures issues, matters relating to compliance with securities laws, rules and regulations, and other ordinary time and travel related to Bond Counsel duties and responses to inquiries of the Authority involving research.
- (c) In the event that a bond sale is held but all bids are rejected or the sale canceled, the fees to be charged shall be a reasonable one, based on the services performed pursuant to the hourly rates established herein.
- (d) Customary disbursements shall be added to the fees referred to in this Agreement. Secretarial and other clerical staff and overhead, are included in the above hourly rate, but not reasonable out-of-pocket expenses as verified by receipts, where obtainable, including utilization of reproduction apparatus and messenger service which shall be itemized and reimbursed as separate items. These expenses shall be billed within sixty (60) of the time they are incurred or at the time of closing on an issue.
- (e) The Authority may choose, at its sole option, to arrange to compensate Bond Counsel strictly on an hourly rate as set forth in paragraph (b) or may choose to negotiate a fixed fee on a project basis. These options shall be negotiated at the outset of the project.
- (f) Bond Counsel shall submit to the Authority itemized vouchers indicating the specifics of the work performed at the time of obligations are issued or at such times as fees for other services or other reimbursements become due. Bond Counsel agrees to submit periodic bills as requested by the Chairman, Executive Director or other appropriate representative of the Authority.

RESOLUTION NO.: 24-2014

Member McShee introduced and moved the adoption of the following resolution and Member Tom seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
APPROVING THE NEW JERSEY DEPARTMENT OF PROPERTY
MANAGEMENT AND CONSTRUCTION CLASSIFICATION FORM TO BE
SUBMITTED BY BIDDERS FOR CONSTRUCTION PROJECTS**

WHEREAS, the Union County Improvement Authority (the "Authority") may, pursuant to N.J.S.A. 40A:11-25, establish reasonable regulations for controlling the qualifications of prospective bidder upon contracts to be awarded by the Authority, such as qualifications by class or category of goods or services, and

WHEREAS, on February 12, 2014, the Authority adopted Resolution No. 18-2014, in which it initiated the procedure to require prospective bidders for construction projects to submit evidence of their financial ability and experience pertinent to the class or category of the goods or services to be provided so that the Authority may determine, founded upon such statements, if it is satisfied with the qualifications of the bidder; and

WHEREAS, the Authority also determined to adopt the State of New Jersey, Department of Treasury, Division of Property Management and Construction classification of prospective bidders by character and amount of public works on which they are qualified to bid, and wished to make it Authority policy that in future, bids are accepted only from persons and entities qualified in accordance with such classification ("DPMC Classification"); and

WHEREAS, in accordance with N.J.S.A. 40A:11-25, the Authority, on this date, has held a public hearing regarding its policy described above and the form to be included with the Authority's bid documents that will evidence bidders' DPMC Classification (the "DPMC Form"); and

WHEREAS, taking into account the comments of the Authority Members and the public regarding the DPMC Form;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Authority wishes to include the DPMC Form attached hereto and made a part hereof in all the Authority's bid specifications for construction projects, so that it may be submitted by all bidders for Authority construction projects; and

BE IT FURTHER RESOLVED that in accordance with N.J.S.A. 40A:11-25, the Clerk of the Authority shall submit this resolution to the Director of the Division of Local Government for review and approval.

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

Recorded Vote


NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

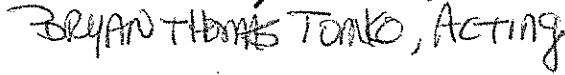
CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE NEW JERSEY DEPARTMENT OF PROPERTY MANAGEMENT AND CONSTRUCTION CLASSIFICATION FORM TO BE SUBMITTED BY BIDDERS FOR CONSTRUCTION PROJECTS** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary


Bryan Thomas Tomko, Acting

Dated: March 5, 2014
(SEAL)

BIDDERS CHECKLIST

Required forms must be completed and provided in TRIPLICATE (original and two copies) with the Bid. Item 14 must be submitted by the successful bidder either with the bid or prior to contract execution.

1. Complete and Sign all Proposal Pages [00310-1 – 00310-3] and this Bidders Checklist _____
2. ** Bid Security in the form of Certified Check, Cashier's Check or Bid Bond _____
3. ** Certificate from a Surety Company stating that if bid is accepted, Surety will provide the required performance bond. _____
4. ** Notarized Disclosure Statement listing stockholders or partners owning ten percent (10%) or more of the corporation or partnership stock. _____
5. Plumbers Compliance Affidavit _____
6. Hold Harmless Clause _____
7. Non-Collusion Affidavit properly signed and notarized. _____
8. ** Acknowledgement of Receipt of Addenda to Bid Document. _____
9. ** Listing of Subcontractors as required by N.J.S.A. 40A:11-16 _____
10. Certified Financial Statement prepared within last 12 months _____
11. Public Contractors Registration Act Certificate for Contractor and Subcontractors listed in N.J.S.A. 40A:11-16, See N.J.S.A. 34:11-56-48 _____
12. Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment _____
13. Affirmative Action regulations _____
14. Business Registration Certificate for Contractor and Subcontractors listed in N.J.S.A. 40A:11-16. See N.J.S.A. 52:32-44 _____
15. Department of Treasury, Division of Property Management and Construction (DPMC) Notice of Classification for Contractor and Subcontractors listed in N.J.S.A.40A:11-16 _____

** These items are MANDATORY. Failure to submit any one of them will result in rejection of the bid.

The undersigned hereby acknowledges the above-listed requirements.

NAME OF BIDDER:

Person, Firm, or Corporation

Signature

Title

Member McGhee introduced and moved the adoption of the following resolution and Member RonTree seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING CONTRACT AMENDMENT NO. 2 TO THE AGREEMENT
WITH NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES IN CONNECTION WITH
CONSTRUCTION OF 35,000 SQ. FT. OF SPACE FOR STUDENT SERVICES
AND CLASSROOMS AT THE UNION COUNTY COLLEGE CAMPUS IN
CRANFORD, NEW JERSEY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been created by resolution of the Board of Chosen Freeholders of the County of Union 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 Authority and the Union County College (the "College") have previously entered into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 *et seq.* pursuant to which the Authority shall assist the College by, among other things, providing financing, retaining professional services, managing the procurement process and providing construction management services to effect certain capital improvements to the Cranford Campus, specifically, the construction of a new two-story addition of approximately 35,000 sq. ft. attached to the Nomahegan Building which will provide space for student services and classrooms (the "Project"); and

WHEREAS, in accordance with the Shared Services Agreement, the Authority has previously retained Netta Architects LLC to provide architectural and engineering design services for the Project (the "Services") and approved a contract with Netta Architects LLC (the "Contract") for an amount not to exceed \$1,140,000 (including reimbursables), which contract has been amended in the amount of \$41,800.00 by Amendment No. 1; and

WHEREAS, Netta Architects LLC has incurred additional expenses for the Project due to the college's request to add telecommunication and data to five additional classrooms, the integration of security infrastructure and the retention of an OSHA safety consultant during construction, which additional expenses are in the amount of \$24,250.00; and

WHEREAS, the services included in Contract Amendment No. 2 are necessary and reasonable for the Project;

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Contract Amendment No. 2 to the Contract be approved in the amount of \$24,250.00, as set

forth in Request for Amendment of Professional Services Contract Amendment No. 2, attached hereto and made a part hereof;

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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

CERTIFICATION

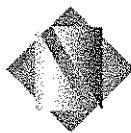
I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING CONTRACT AMENDMENT NO. 2 TO THE AGREEMENT WITH NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN CONNECTION WITH CONSTRUCTION OF 35,000 SQ. FT. OF SPACE FOR STUDENT SERVICES AND CLASSROOMS AT THE UNION COUNTY COLLEGE CAMPUS IN CRANFORD, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Bryan Thomas Tomko, Acting

Dated: March 5, 2014
(SEAL)



NettaArchitects

REQUEST FOR AMENDMENT OF PROFESSIONAL SERVICES

February 18, 2014

Union County Improvement Authority
1499 Routes 1 & 9 North
Rahway, NJ 07065

RE: **Request for Contract Amendment No.: 2**

Date of Contract:	September 11, 2013
Project Description:	Union County College
Project address:	Cranford Campus
NETTA Project No.: 2131072	Resolution No:33-2013

This request being made this day is to provide the following additional or amended architectural/engineering services to our Contract for Services Agreement referred to in Article 1 and shall further modify our written agreement as listed below:

Pursuant to the College's request to provide additional design and coordination for the addition of telecommunication, and data into five (5) additional classrooms. Integration of security infrastructure and the addition of a OSHA safety consultant.

2.1 Architectural	\$ 6,550.00
2.2 Engineering	9,700.00
2.3 OSHA Consultant	<u>\$ 8,000.00</u>

Total Fee Request for Contract Amendment No.2..... \$ 24,250.00

Additional Design time required to complete all work..... 5 Days

STATEMENT HISTORY

Original Contract Services Fee.....	\$ 1,130,000.00
Previously Authorized Amendments:	
o CO no. 1.....	\$ 41,800.00

Subtotal of Original Contract and Previously Approved Change Orders above \$ 1,171,800.00 **
plus

****Subtotal Fee noted above shall change to include this RFCA-No.: 2 after signing below.....\$ 24,250.00**

Submitted for approval by:

Nicholas J. Netta, AIA, NCARB Principal

The above estimated fees/costs relating to this Contract Amendment are satisfactory and are hereby accepted. All additional/revised services will be performed in accordance with the same terms and conditions as specified in the original Contract. The client acknowledges that by accepting this Contract Amendment, they agree to compensate Netta Architects as shown above and such compensation does not depend on the Client receiving a Contract Amendment from its client, if applicable.

Authorized Signature (Client): _____

Date: _____

Print Name: _____

Title: _____

NETTA ARCHITECTS:

NICHOLAS J. NETTA, AIA, NCARB

Date: _____

RESOLUTION NO.: 27-2014

Member McGhee introduced and moved the adoption of the following resolution and Member D'Elia seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
APPROVING THE MINUTES OF THE REORGANIZATION MEETING OF
FEBRUARY 12, 2014**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey), as a public body and 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

WHEREAS, the Authority, pursuant to its By-Laws, makes and retains minutes of its meetings, including its Regular Meetings, and also makes and retains minutes of any Executive Sessions that occur during a meeting; and

WHEREAS, the Authority has prepared minutes of its Reorganization Meeting of February 12, 2014, (the "Minutes") and has presented the Minutes to the Commissioners for review;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Minutes are hereby approved and released for publication in accordance with law.

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

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

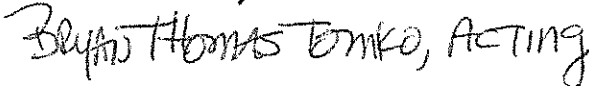
CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE MINUTES OF THE REORGANIZATION MEETING OF FEBRUARY 12, 2014** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary


Bryan Thomas Tomko, Acting

Dated: March 5, 2014

(SEAL)

RESOLUTION NO.: 28-2014

Member McGhee introduced and moved the adoption of the following resolution and Member Rountree seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
APPROVING A BILL LIST AND THE RELEASE OF VOUCHERS FOR
PROCESSING AND PAYMENT, SUBJECT TO CERTIFICATION THAT
SUFFICIENT FUNDS ARE AVAILABLE**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey), as a public body and 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

WHEREAS, the Authority may incur expenses on behalf of specific projects as well as for its general and administrative needs; and

WHEREAS, the Authority has reviewed the invoices which are summarized on the Bill List attached hereto and made part hereof, and has determined that all invoices are correct, genuine and eligible for payment;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Interim Executive Director be authorized to release vouchers for the processing and payment of the invoices on the attached Bill List, subject to certification that sufficient funds are available.

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

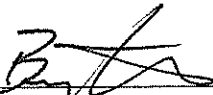
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, 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 BILL LIST AND THE RELEASE OF VOUCHERS FOR PROCESSING AND PAYMENT, SUBJECT TO CERTIFICATION THAT SUFFICIENT FUNDS ARE AVAILABLE** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary
BRYAN THOMAS TOMKO, ACTING

Dated: Mach 5, 2014

(SEAL)

RESOLUTION NO. 29-2014

Member McGhee introduced and moved the adoption of the following resolution and Member Rountree seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING A CLOSED EXECUTIVE SESSION**

WHEREAS, the Open Public Meetings Act (the "Act"), N.J.S.A. 10:4-12, permits public bodies such as the Union County Improvement Authority to conduct closed or executive sessions to discuss certain matters;

BE IT RESOLVED that the Board of Commissioners of the Authority will go into Closed Executive Session to discuss negotiations regarding Runnells Hospital, a proposed energy aggregation program, and a proposed property-assessed clean energy program; and

BE IT FURTHER RESOLVED that the minutes of the Closed Executive Session shall be made available in compliance with the Act as soon as the matters discussed can be disclosed.

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

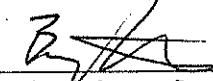
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary				✓
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING A CLOSED EXECUTIVE SESSION** is a true copy of a resolution adopted by the governing body of the Improvement Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary
BRYAN THOMAS TOMKO, Acting Secretary

Dated: March 5, 2014

[SEAL]

RESOLUTION NO. 30-2014

Member Routree introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE FORMATION OF A PROPERTY ASSESSED CLEAN
ENERGY PROGRAM TEAM AND INITIATION OF A MUNICIPAL
OUTREACH PROGRAM CONCERNING INTEREST IN THE
IMPLEMENTAION OF A PROPERTY ASSESSED CLEAN ENERGY
PROGRAM**

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.*, and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Authority desires to assist local municipalities as well as their residents and commercial facility owners in their efforts to reduce energy costs and lower operating budgets; and

WHEREAS, the State of New Jersey has adopted legislation authorizing the development and implementation of Property Assessed Clean Energy ("PACE") programs, N.J.S.A. 40:56-1.4 et. seq., designed to assist municipal residents and commercial business in undertaking and financing energy efficiency improvements for their properties; and

WHEREAS, the Authority, given its expertise in the development and implementation of financing structures and the administration of construction programs, is well positioned to assist municipalities in the advancement and implementation of municipal PACE Programs; and

WHEREAS, assisting municipalities in the advancement and implementation of municipal PACE Programs will not subject to the Authority or the County to any liability associated with the private-party financing provided to property owners for the energy efficiency improvements; and

WHEREAS, in order to assist interested municipalities in this effort the Authority desires to designate a team of professionals and service providers which shall include DeCotiis, FitzPatrick & Cole. LLP, NW Financial Group, LLC, Deutsche Bank, Leidos, Counter Point Energy Solutions (the "PACE Team"); and

NOW, THEREFORE BE IT RESOLVED, by the Union County Improvement Authority that Executive Director is hereby authorized and directed to establish the PACE Team consisting of DeCotiis, FitzPatrick & Cole. LLP, NW Financial Group, LLC, Deutsche Bank, Leidos, Counter Point Energy Solutions; and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to, with the advice and consultation of the PACE Team, to initiate a municipal outreach program to determine municipal interest in imitation of PACE Programs; 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE FORMATION OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM TEAM AND INITIATION OF A MUNICIPAL OUTREACH PROGRAM CONCERNING INTEREST IN THE IMPLEMENTAION OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM** is a true copy of a resolution adopted by the governing body of the Improvement Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Bryan Thomas Tomko, Acting

Dated: March 5, 2014

[SEAL]

RESOLUTION NO. 31-2014

Member Rountree introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AWARDING A CONTRACT TO T&M ASSOCIATES TO PROVIDE FOR ENERGY
CONSULTING AND ENGINEERING SERVICES IN CONNECTION WITH THE
AUTHORITY'S ENERGY AGGREGATION AND ENERGY SAVINGS PROGRAMS
FOR UNION COUNTY MUNICIPALITIES AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO PROCEED WITH OUTREACH TO THE MUNICIPALITIES
REGARDING THE PROGRAMS**

WHEREAS, the Authority wishes to develop and implement an Energy Aggregation Program ("Energy Program") for the procurement of electric and/or gas service on behalf of residential and non-residential customers in each municipality in the County interested in participating in the Energy Program, in accordance with the provisions of N.J.S.A. 48:3-92 through 95 and regulations adopted by the New Jersey Board of Public Utilities ("BPU") at N.J.A.C. 14:4-6.1 *et seq.* for this purpose; and

WHEREAS the Authority also wishes to develop an Energy Efficiency Program ("EEP") intended to assist the Union County municipalities with reducing operating costs through lower energy usage and to forego certain administrative actions necessary to undertake an energy efficiency program independently; and

WHEREAS, on August 20, 2013, the Authority issued a Request for Qualifications ("RFQ") to obtain the qualifications of one or more engineering and energy consulting firms, individuals or partnerships interested in and capable of assisting the Authority with implementing the Energy Program and the EEP, and that would perform energy consulting services at no cost to the Authority or the municipalities that participate in the Energy Program and/or the EEP because all costs would be paid by the third-party energy providers; and

WHEREAS, on August 30, 2013, the Authority received four (4) Statements of Qualifications in response to the RFQ from Harbor Consultants Inc.; Gabel Associates; T&M Associates; and Jersey Energy, and on September 11, 2013, the Authority adopted Resolution 62-2013 qualifying all four (4) proposers; and

WHEREAS, the Authority wishes to proceed with an Energy Program and the EEP, and recommends that a contract be awarded to T&M Associates for serve as the energy consultant ("Energy Consultant") for these programs;

NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY a that the contact be awarded to T&M Associates to provide the services outlined in its proposal at a cost not to exceed the fee proposal set forth therein, a copy of which fee proposal is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to proceed immediately with an outreach program to the Union County municipalities, with the assistance of the Energy Consultant as needed, to advise them of the Energy Program and EEP and solicit their participation; and

BE IT FURTHER RESOLVED his 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	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AWARDED A CONTRACT TO T&M ASSOCIATES TO PROVIDE FOR ENERGY CONSULTING AND ENGINEERING SERVICES IN CONNECTION WITH THE AUTHORITY'S ENERGY AGGREGATION AND ENERGY SAVINGS PROGRAMS FOR UNION COUNTY MUNICIPALITIES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO PROCEED WITH OUTREACH TO THE MUNICIPALITIES REGARDING THE PROGRAMS** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

JOHN SALERNO, Secretary

Bryan Thomas Tomko, Acting

Dated: March 5, 2014

[SEAL]

Fee Proposal

Per the RFQ, we understand the Energy Consultant will be compensated on a contingency basis through reimbursement by the third-party supplier (TPS) that is selected through a public procurement process. We understand the Authority will not be responsible for payment of any costs or expenditures incurred by the Energy Consultant during the development and implementation of the **Energy Program** or the **EEP**.

Our Fee Proposal is presented below for each program. We note, as the actual programs are developed, certain aspects may change which may result in changes, deletions or additions in scope and corresponding fees. We will work with the Authority early on in the process to build the program that is most cost effective and beneficial to the Authority and the residents of Union County.

Energy Program

Please note that no upfront fee is required for our services. All fees will consist of a commission type fee payable by the successful TPS as energy is produced.

Energy Type	Fee
Electricity (Paid by the TPS)	\$0.0005 - \$0.0010 per Kwh ¹
Natural Gas (Paid by the TPS)	\$0.10 per Dekatherm (MMBTU)

1-Fee shall be determined upon size of program and choice of Option.

EEP

Our fee table below contains fixed fees for certain items where a level of effort can be determined and percentage fees for other items that will be contingent on the size of the project. We also indicate what fees can be included in the ESIP costs so the UCIA is aware of what individual funding will be required. We anticipate, where individual funding is required, the same will be paid for by the individual local units.

The table presented below follows the sample scope of work presented in our Supplemental Information section, which is the ESCO Model. Should the Authority choose to follow the path to implement a Do-It-Yourself Model ESIP, there will be slight modifications to the cost structure.

Task	Description	Fee	Energy Savings Obligation Applicability
1	Public Outreach	\$5,000 Fixed Fee	Yes ¹
2	Energy Audit	\$3,000 Fixed Fee per Local Unit Track 2 EEP Application	No ^{2,3}
3	Countywide EEP Pool Creation	\$50,000 Fixed Fee	Yes ¹
4	Request for ESCO Qualifications	\$10,000 Fixed Fee	Yes ¹
5	Bid Period Support & ESCO Selection	\$10,000 Fixed Fee	Yes ¹
6	Energy Savings Plan Creation	N/A	N/A
7	Energy Savings Plan Verification	\$2,000 Per Site	Yes ³
8	Energy Savings Plan Adoption (All Pool Participants)	\$10,000 Fixed Fee	Yes ¹
9	Completion of Financing Alternative	\$2,000 Fixed Fee	Yes ¹
10	Design	N/A	N/A
11	Construction	4.5% of Construction Costs	Yes
12	Verification (Commissioning)	2% - 3% of Construction Costs	Yes ³
13	Measurement & Verification	0.5% - 1% of Construction Costs	No

1 - Classified as Design & Development Costs

2 - The Energy Audit can be financed through the NJ Clean Energy LGEA Program.

3 - Cannot be offset by the energy savings

RESOLUTION NO. 32-2014

Member Cortese introduced and moved the adoption of the following resolution and Member Galasso seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE MAKING OF AN APPLICATION TO THE DIRECTOR
OF THE DIVISION OF LOCAL GOVERNMENT SERVICES AND/OR THE
LOCAL FINANCE BOARD PURSUANT TO N.J.S.A 40A:5A-6, N.J. S. A.
40:37A-54(a), AND N.J.S.A. 40:37A-78 AND OTHER APPLICABLE
SECTIONS IN CONNECTION WITH THE AUTHORITY'S PROPOSED
REVENUE BONDS, SERIES 2013 (UNION COUNTY COLLEGE
PLAINFIELD CAMPUS PROJECT)**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, on Saturday evening, September 17, 2011 a fire occurred at the Annex Building of the Plainfield Campus of Union County College rendering it uninhabitable; and

WHEREAS, the Plainfield Campus is the center for Union County College's Allied Health programs; and

WHEREAS, the loss of the Annex Building significantly hinders the process of completion for students; and

WHEREAS, the Plainfield Campus configuration in the Lagos and Annex Buildings were the product of piecemeal additions and configurations over many years with the consequence of a lack of fluidity and capacity for providing associated student services; and

WHEREAS, Union County College seeks to both remediate the Annex Building and reconfigure portions of the Lagos Building to ensure adequate capacity for the Allied Health programs based on its Plainfield Campus and to assure that students' academic, registration, advising and financial aid counseling needs are met; and

WHEREAS, Union County College has received an architect's certified estimate for the cost of such remediation/remodeling in the amount of \$1,498,404, net of estimated fire insurance proceeds of \$700,000; and

WHEREAS, Union County College has an interest in pursuing funds that may be available under the provisions of N.J.S.A. 18A:72A-12.4. County College Capital Projects Funding ("Chapter 12") for financial assistance in connection with the Project and accordingly has included

this project in its preliminary request to the New Jersey Council of County Colleges for fiscal year 2012 Chapter 12 funding; and

WHEREAS, on January 24, 2012 pursuant to N.J.S.A. 18A:64A-19, the Board of Trustees of Union County College adopted a resolution for a capital outlay budget for FY 2012- 2013 totaling \$8,754,004, which included \$1,498,404 for the Plainfield Campus fire remediation and reconstruction; and

WHEREAS, such January 24, 2012 resolution also resolved that the Union County College Board of School Estimate ("Board of School Estimate") be requested to certify to the Union County Board of Chosen Freeholders that \$8,754,004 be appropriated for capital outlay expenditures of Union County College for FY 2012-2013; and

WHEREAS, on April 19, 2012 the Union County College Board of School Estimate determined hereby certified to the New Jersey Commission on Higher Education, to the Board of Trustees of Union County College and to the Board of Chosen Freeholders of the County of Union that additional County of Union funds in the amount of \$1,498,404 are necessary for the fire remediation and reconstruction of two buildings on the Union County College Plainfield campus which shall be used for classroom, student services and activities and office space by the College to accommodate needs resulting from fire damage and enhanced student services (the "Project") and that the County of Union authorize the sale of bonds and notes for this purpose; and

WHEREAS, the County and Union County College have requested that the Authority undertake and provide financing for the Project; and

WHEREAS, the Authority is desirous of assisting in the financing and construction of such Project. to the extent permitted by law; and

WHEREAS, the Authority plans to issue Revenue Bonds in two or more series being pursuant to: (i) the Act; (ii) a bond resolution of the Authority to be adopted (the "Resolution"); and (iii) all other applicable law; and

WHEREAS, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the County of Union; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing for the needs of the inhabitants of the County of Union and will not create an undue financial burden to be placed upon the County.

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority as follows:

Section 1. The making of an application to the Director of Local Government Services, and/or the Local Finance Board for the purpose of implementing the Project is hereby authorized and approved, and all actions to be taken by the Authority's Chairman and/or Executive Director, the Authority's bond counsel, Law Office of John G. Hudak, Esq., LLC., the Authority's General Council, and all of such parties are hereby approved, and all said parties are hereby authorized and directed to represent the Authority in matters pertaining thereto, including, without limitation, any hearing to be held by the Local Finance Board relating to the Project.

Section 2. The Secretary of the Authority is hereby directed to prepare and file a copy of each of the proposed Financing Documents with the Local Finance Board as part of such application.

Section 3. The Director of Local Government Services and/or the Local Finance Board are hereby respectfully requested to consider such application and to record its findings and recommendations as provided by law.

Section 4. This resolution shall take effect immediately.

I
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Cherron Rountree, Vice Chairperson	✓			
John Salerno, Secretary	✓			
Bryan Thomas Tomko, Treasurer	✓			
Sebastian D'Elia, Member				✓
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Carolyn Vollero, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE MAKING OF AN APPLICATION TO THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES AND/OR THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A 40A:5A-6, N.J. S. A. 40:37A-54(a), AND N.J.S.A. 40:37A-78 AND OTHER APPLICABLE SECTIONS IN CONNECTION WITH THE AUTHORITY'S PROPOSED REVENUE BONDS, SERIES 2013 (UNION COUNTY COLLEGE PLAINFIELD CAMPUS PROJECT)** is a true copy of a resolution adopted by the governing body of the Authority on March 5, 2014

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Bryan Thomas Tomko, Acting

Dated: March 5, 2014
(SEAL)