



UNION COUNTY IMPROVEMENT AUTHORITY

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Resolution No. 38-2017

Date: May 3, 2017

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A
SHARED SERVICES AGREEMENT WITH THE ELIZABETH PARKING
AUTHORITY AND/OR PACE QALICB, INC.**

APPROVED AS TO FORM:
Lisa M. da Silva, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
☐ YES ☐ NO ☒ NONE REQUIRED
UNION COUNTY IMPROVEMENT AUTHORITY

Lisa M. da Silva

Mark B. ...

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

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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 has reviewed the shared services agreement between the Authority and the Elizabeth Parking Authority and/or PACE QALICB, Inc.; and

WHEREAS, the Authority desires to execute the shared services agreement between the Authority and the Elizabeth Parking Authority and/or PACE QALICB, Inc.; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Union County Improvement Authority, that the Executive Director is hereby formally authorized and directed to execute a Shared Service Agreement in a form similar to the form agreement attached hereto, and as approved by the Executive Director, and made a part hereof as Attachment A, and to take any and all actions necessary to provide to effectuate the intent of this Resolution; and

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

SHARED SERVICES AGREEMENT
By and Between the
UNION COUNTY IMPROVEMENT AUTHORITY
and the
PARKING AUTHORITY OF THE CITY OF ELIZABETH

**CONCERNING THE LEASING OF CERTAIN OFFICE SPACE AS WELL AS THE
DESIGN, FINANCING AND CONSTRUCTION OF IMPROVEMENTS TO SAID
OFFICE SPACE ADJACENT TO THE CHRISTIAN J. BOLLWAGE GARAGE**

THIS AGREEMENT ("AGREEMENT") is made by and between the UNION COUNTY IMPROVEMENT AUTHORITY, a body corporate and politic of the State of New Jersey (hereinafter referred to as "UCIA"), and the PARKING AUTHORITY OF ELIZABETH, a body corporate and politic of the State of New Jersey, having offices at 233 Commerce Place, Elizabeth, New Jersey 07207 (hereinafter referred to as the "Parking Authority"). The UCIA and the Parking Authority are hereinafter referred to collectively as "the Parties."

WITNESSETH:

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

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

WHEREAS, the City of Elizabeth created the Parking Authority pursuant to an Ordinance passed by City Council on October 24, 1952; and amended by Ordinance adopted January 9, 1979, pursuant to NJSA 40:11A; and

WHEREAS, the Parking Authority owns and operates a parking facility located adjacent to the Christian J. Bollwage Garage, (the "Facility"); and

WHEREAS, the Facility contains underutilized office space; and

WHEREAS, the Parties agree it would be in the best interests of the Parking Authority, and the residents of Elizabeth, to lease the underutilized office space contained within the Facility; and

WHEREAS, the Parking Authority desires to have the UCIA undertake the process necessary to lease the office space at the Facility, and if necessary design, finance and construct

improvements to the office space necessary to fit-out said space to accommodate the leasee (the "Services"); and

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

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

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

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

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

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement as if set forth at length herein.

2. Services. The Services rendered or to be rendered by the Parties to one another include the following:

A. Market the Facility office space with the intent of leasing same to perspective lessees.

B. Negotiate necessary lease documents and related agreements.

C. If necessary, design, finance and construct improvements to the office space necessary to accommodate the lessee(s).

3. Compensation. The UCIA agrees to provide the Services herein to the Parking Authority in exchange for the sum of not to exceed \$50,000.00, to be paid to the UCIA either (1) at the time of financing of the any necessary improvements or (2) if a financing of improvements is not necessary, then by the Parking Authority upon receipt of periodic vouchers from the UCIA.

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

5. Term. The term of this Agreement shall be for a period not to exceed eighteen

(18) months.

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

7. Obligation of the Parties. Each Party agrees to fully fund its obligations, if any, under this Agreement and to make such budget appropriations and adopt such resolutions as are reasonably necessary pursuant to the laws of the State of New Jersey to provide such funds.

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties have, through the appropriate officials thereof, executed and sealed this agreement on this _____ day of _____, 2017.

ATTEST:

**UNION COUNTY IMPROVEMENT
AUTHORITY**

By: _____

By: _____
Daniel P. Sullivan, Executive Director

ATTEST:

**PARKING AUTHORITY OF THE CITY OF
ELIZABETH**

By: _____

By: _____

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EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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