



# UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3<sup>rd</sup> Floor  
Rahway, New Jersey, 07065  
www.ucimprovementauthority.org  
(732) 382-9400 (732) 382-5862 fax


Resolution No. 43-2017

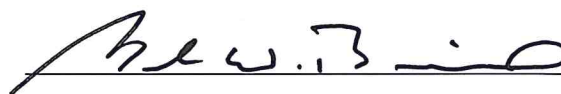
Date: June 7, 2017

## RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING SHARED SERVICES AGREEMENT WITH COUNTY OF UNION AND ACTS IN CONNECTION THEREWITH

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



	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>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING SHARED SERVICES AGREEMENT WITH COUNTY OF  
UNION AND ACTS IN CONNECTION THEREWITH**

**WHEREAS**, a regular meeting of the Union County Improvement Authority (the "Authority") was held on June 7, 2017; and

**WHEREAS**, pursuant to N.J.S.A. 40:37A-55(t) a county improvement authority is empowered to enter into any and all agreements or contracts, execute any and all instruments and do and perform any and all things necessary, convenient or desirable for the purposes of the Authority or to carry out any power given in the County Improvement Authorities Law, N.J.S.A. 40:37A-44 et seq. (the "Act"), subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, pursuant to the Act, the Authority is empowered to, plan, initiate and carry out among other things, facilitating the development and financing of public facilities and development projects within the County of Union; and

**WHEREAS**, the County of Union previously determined to assess the long term occupancy requirements, specialized space and security of the Albender building, the Old Jail, the County of Union Vicinage of the Superior Court and Administration Building in Elizabeth, New Jersey; and

**WHEREAS** the County has determined it is in the best interests of the residents of Union County to develop occupancy options in the Union County Vicinage of the Superior Court and Administration Buildings in a more efficient, secure and economic manner; and

**WHEREAS**, the County has requested the assistance of the Authority in connection with the future assessment of occupancy at the vicinage and the Union County Administration buildings (the "Project") including the development and assessment of long term occupancy requirements and specialized storage space implementation of the Project; and

**WHEREAS**, pursuant to the Act, the Authority is authorized to enter into any and all agreements or contracts and do and perform any and all acts which are necessary, convenient or desirable to carry out the purposes of the Authority; and

**WHEREAS**, the Authority would like to assist the County of Union in the implementation of the Project; and

**WHEREAS**, the Authority would like to approve a shared services agreement (the “Agreement”) with the County to undertake certain duties and obligations concerning the Project and authorize acts in connection therewith in accordance with this Resolution.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE UNION COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. The Authority hereby agrees to assist the County with the development of and/or conduct on the County’s behalf, any and all plans and/or studies of any kind pertaining to the Project as set forth in the Agreement attached hereto and made a part hereof.

2. The Authority authorizes the Executive Director to execute the Agreement with the County in substantially the form attached with such changes as shall be approved by the Executive Director on advice of counsel. The Clerk is authorized to attest to the signature of the Executive Director appearing thereon and to affix the seal of the Authority thereto.

3. The Authority authorizes the Authority staff to take all actions reasonable and necessary in connection with all duties and obligations regarding the Project as authorized in the Agreement and herein.



**SHARED SERVICES AGREEMENT**  
**By and Between the**  
**UNION COUNTY IMPROVEMENT AUTHORITY**  
**and the**  
**COUNTY OF UNION, STATE OF NEW JERSEY**

**CONCERNING IMPLEMENTATION OF A STRATEGIC PLAN FOR THE UNION COUNTY  
SPACE STUDY**

**THIS AGREEMENT ("AGREEMENT")** is made by and between the UNION COUNTY IMPROVEMENT AUTHORITY, a body corporate and politic of the State of New Jersey (hereinafter referred to as "UCIA"), and the COUNTY OF UNION, a body corporate and politic of the State of New Jersey, having offices at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as the "County"). The UCIA and the County are hereinafter referred to collectively as "the Parties."

**WITNESSETH:**

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

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

**WHEREAS**, the County previously determined to assess the long term occupancy requirements, specialized space and security of the Albender Building, the Old Jail, the Union County Vicinage of the Superior Court and Administration Building, in Elizabeth, New Jersey; and

**WHEREAS**, both the County and UCIA have reviewed the findings contained in the strategic planning services analysis prepared by Colliers International; and

**WHEREAS**, the Union County Board of Chosen Freeholders has determined that it is in the best interests of the residents of Union County to develop occupancy options in the Union County Vicinage of the Superior Court and Administration buildings in a more efficient, secure and economic manner ; and

**WHEREAS**, the County has requested assistance from the UCIA in connection with the future assessment of occupancy at the vicinage and Union County Administration buildings (the "Project") including the development and assessment of long term occupancy requirements and specialized storage space implementation of the Project; and

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

**WHEREAS**, in order to facilitate the planning and implementation of the Project, the County

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

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

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

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

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

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

2. Duties of the County.

- A. The County shall, as soon as practicable, provide the UCIA with any and all plans, designs, reports, studies, drawings, schematics and any other relevant documentation and correspondence, including anything environmental in nature, concerning the Project;
- 8. The County shall, at all times, act diligently upon, and work and cooperate with the UCIA, to obtain the necessary approvals for all matters pertaining to the Project. The County shall, at all times, cooperate fully with the UCIA and expeditiously respond to all UCIA requests pertaining to the Project;
- C. The County, by way of the appointment of two representatives by the County Manager, will receive regular reports and provide regular guidance in accordance with the instructions of the Freeholders, to the UCIA as the Project moves forward;
- D. The County shall assign existing agreements with professionals to the UCIA;
- E. The County, upon the execution of this Agreement by the parties hereto, transfer to the UCIA, funds in the amount of \$350,000.00 to support assigned professional agreements and other Project costs pending the Project financing, said funds to be held and disbursed from the Project Account by the UCIA in accordance with Section 3 of this Agreement.

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

- A. Assist the County with the development of and/or conduct on the County's behalf, any and all plans and/or studies of any kind pertaining to the Project including but not limited to:



- Hazardous Material Survey of the Old Jail;
  - Planning, design and renovation of Old Jail;
  - Study of Material Storage Requirements;
  - Detailed programming and workplace strategy study for Administration Building;
  - Detailed programming and workplace strategy study for probation;
  - Detailed programming and workplace strategy study for Human and Social Services;
  - Parking study to identify increasing parking demand in the Courthouse area and planning for same.
- B. Assume from the County existing agreements, if any, with Professionals as necessary to complete the duties set forth in Section 3;
  - C. Hold and disburse from the Project Account the County's payment of \$350,000.00 to the UCIA referred to in Section 2 above.
  - D. Develop and issue any procurement documents, redevelopment documents, and agreements for the design of the Project if necessary;
  - E. Receive responses to any procurement documents from appropriate firms if necessary;
  - F. Evaluate all responses to any procurement documents if necessary;
  - G. Select a qualified firm and make a recommendation for award of an agreement, in accordance with the Local Public Contracts Law and Local Redevelopment Law;
  - H. Supervise the Project development;
  - I. Undertake anything else necessary to facilitate the UCIA's active and primary role in the planning and development of the Project;
  - J. Obtain approvals and guidance of the necessary State, municipal and local agencies;
  - K. Provide regular reports to and include the County's representatives as specified in Section 2(C) in any design and preconstruction progress meetings;
  - L. During the performance of its duties, the UCIA shall provide copies of all documents to the County.
  - M. The UCIA shall, at all times, cooperate fully with the County and expeditiously respond to all County requests pertaining to the Project.
  - N. The UCIA shall provide monthly accounting of all encumbrances and disbursements of the funds referred to in Section 2 E. and Section 4 to the County Manager and the Director of the Department of Finance.

4. Compensation. The UCIA agrees to provide the Services herein to the County in exchange for the sum of not to exceed \$350,000.00 for fees and costs referred to in Section 2.E to be paid upon approval and execution of this Agreement. However, no general fee will be paid to the UCIA for services rendered in connection with this agreement. Further, any funds not allocated or expended by the UCIA during the pendency of this agreement (set forth in Section 6) will be returned to the County.

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

6. Term. The term of this Agreement shall be for a period of eighteen (18) months or until the Project is accepted by the UCIA and the County, whichever is longer.

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

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

9. Limitation of Liabilities. In addition to the other rights and remedies of the parties herein and to the fullest extent permitted by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, officials, employees or agents arising from the execution, performance and existence of this agreement. Such obligation of both parties as set forth in this section shall survive the expiration or termination of this Agreement. The Parties shall be liable to each other for their own actions to the extent and pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et. seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et. seq..

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

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

12. 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.

13. 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.

14. 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.

15. 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 County recognizes that the Authority shall perform the services required by this Agreement through the use of its professionals and consultants.

·1902432-1