

UNION COUNTY IMPROVEMENT AUTHORITY

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

Resolution No. 72-2017

Date: December 6, 2017

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO COLLIERS INTERNATIONAL IN CONNECTION WITH STRATEGIC FACILITY PLANNING SERVICES.

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

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

Lisa M. da Silva

M. W. 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>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
APPROVING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO
COLLIERS INTERNATIONAL IN CONNECTION WITH STRATEGIC
FACILITY PLANNING SERVICES.**

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

WHEREAS, the Freeholders reviewed and approved a shared services agreement (the "Shared Services Agreement") between the County and the Authority for the purposes of conducting a Space Utilization Study ("Study") on behalf of the County and to prepare the County's Strategic Planning Services Report ("Report"); and

WHEREAS, on or about October 19, 2015, the County and the Authority executed the Agreement; and

WHEREAS, pursuant to Resolution 2016-620, the Freeholders approved an amendment to the Shared Services Agreement authorizing the County to provide the Authority with an amount not to exceed \$70,000 to engage the services of a professional consultant to perform real estate consulting and other professional services related to the Study; and

WHEREAS, on or about August 3, 2016, the County and the Authority executed the Amended Agreement; and

WHEREAS, the Authority now desires to authorize the Executive Director to award a contract to a professional consultant to perform architectural services related to the Study in accordance with the Amended Agreement; and

WHEREAS, at the request of the Authority, on October 4, 2016, Colliers International ("Colliers") submitted a proposal to perform work required by the Authority for an amount not to exceed \$70,000 pursuant to its proposal, a copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, at the request of the Authority, on June 12, 2017 Collier International submitted a proposal to perform work required by the Authority in Phase 2 of this project for an amount not to exceed \$137,000.00 pursuant to its proposal, a copy of which is attached hereto and made a part hereof as **EXHIBIT B**; and

WHEREAS, the Authority has reviewed Colliers Proposals and now desires to award Colliers a non-fair and open Contract and hereby authorizes the Executive Director to execute a Contract between the Authority and Colliers in accordance with the Proposal, a copy of which is attached hereto as **Exhibit C**.

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

1. The foregoing recitals are incorporated herein as if set forth at length; and
2. The Executive Director is hereby authorized and directed to execute a Contract between the Authority and Colliers to perform real estate consulting and other professional services related to the Study for a total amount not to exceed \$137,000 in accordance with Colliers International Proposal, a copy of which is attached hereto as **Exhibit C**; and
3. Execution of the contract is contingent upon the prior certification by Collier pursuant by NJSA19:44A-20.8, completion of the Business entity disclosure certification and the filing of same with the Authority; and
4. The Executive Director is hereby authorized and directed to take any and all actions necessary to execute the Contract; and
5. The Executive Director is hereby authorized to take any and all actions necessary to implement the Contract; and
6. This resolution shall take effect immediately.

Exhibit A

160 Federal Street
Floor 11
Boston, MA 02110
Tel: 617-330-8000
Fax: 617-330-8181



Martha A O'Mara PhD, CRE
Executive Managing Director
617-216-3999

October 4, 2016

Ms. Linda D. Stender
Deputy Director/Project Manager
Union County Improvement Authority
1499 US Highway One, North
3rd Floor
Rahway, New Jersey 07065

Dear Ms. Stender,

We are pleased to present this draft Scope of Work and project budget to The Union County Improvement Authority to amend the County's Strategic Planning Services Report to include an assessment of the "Old Jail" and related facilities and occupancy requirements as outlined in the Amendment to Resolution No. 20015-800.

We have based this scope of work on a review of the "Amendment to the Shared Services Agreement" and the "Data from draft study", as well as a discussion with you and Dan Sullivan on Friday.

The results of this project will support a "go forward" strategy regarding this asset in support of the overall Strategic Planning Services Report. It will address the future use of the facilities in the context of other planned portfolio activities and will outline essential "next steps" and high level cost comparisons for the various scenarios developed. It will act as a First Phase study that may indicate the need for further, more detailed studies to finalize the preferred scenario.

Please note that we interpret "1 a" to mean an estimated comparison of space utilized, not "as built" measurements of the space.

Our qualifications and team resumes start on page 4.

We look forward to applying our extensive experience in public sector real estate portfolio strategy development in service to Union County Improvement Authority.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martha A. O'Mara".

Martha (Marti) A. O'Mara PhD, CRE

Union County Improvement Authority

Amendment to the County's Strategic Planning Services Report

Assessment of the "Old Jail" and related facilities and occupancy requirements as outlined in the
Amendment to Resolution No. 20015-800.

Scope of work:

The project will include the following steps:

1. Current State Asset Assessment of "Old Jail" and adjacent facilities:
 - a. Walkthrough and visual inspection of approximately 365,000 sf with special emphasis on the "Old Jail" facility.
 - b. Review of existing documentation and studies including any building drawings, facility condition reports, current space inventories, space use as indicated by existing plans, building conditions, prior reports and building analysis and current and anticipated future building projects including the forthcoming renovations of the County Courthouse Tower and Rotunda buildings. A visual assessment of current workplace conditions will be included. We will estimate the approximate ratio of useable to gross square feet based upon the drawings and walk-through in order to establish basic performance ratios for administrative space use in comparison to published industry benchmarks.
 - c. We will provide a summary report of major systems needs and high level costs based upon industry standards that will be used to develop the high level scenarios for the "Old Jail" facility.
2. Current User Needs Assessment of Occupants potentially impacted by alternative uses:
 - a. Conduct interviews with leadership representatives of up to 5 groups to understand current and potential future space needs. Groups to be confirmed but may include groups currently in leased space.
 - b. Walkthrough of major locations of current office space.
 - c. Review of available occupancy information including costs, lease expiration, parking and other special requirements.
 - d. High level review of current and planned storage strategies and costs, leveraging off current vendors as needed.
 - e. We will provide a summary of current occupancy and a high level estimate of future occupancy requirements across those locations impacted by potential uses of the "Old Jail" facility.
3. Current Real Estate Market Analysis
 - a. Review available sub-market real estate information including pricing and availability of functionally similar space, market vacancy and construction projections.
 - b. We will apply this understanding of local market dynamics and pricing to the scenario development.
4. Identify and develop 3-4 occupancy options for the "Old Jail" space, and related spaces potentially impacted.
 - a. Options to include:

- i. Short-term swing space for the forthcoming renovations of the County Courthouse Tower and Rotunda buildings.
 - ii. Long term storage
 - iii. Office and administrative usage
 - b. Document advantages and disadvantages of each option
5. Conduct a scenario planning workshop with leadership to further refine recommendations and build consensus on future actions and next steps
 - a. Provide recommendation and high level timeline / cost
6. The final report will be delivered in an annotated PowerPoint format.

Deliverables:

- Summary analytics of current occupancy and anticipated future occupancy
- High level assessment of building conditions and costs required to make the "Old Jail" space function to various requirement options outlined.
- Comparative real estate market analytics as related to the decisions/alternatives required.
- Three to four alternative occupancy scenarios for the "Old Jail", including high level cost comparisons and timing impacts.
- A scenario planning workshop with leadership to further refine recommendations and build consensus on future actions
- Final recommendations in an annotated PowerPoint presentation.

Project schedule:

5 weeks from signing of contract, excluding Holiday breaks (two week allowance). This assumes a timely turnaround of data requested from Union County and availability of client personnel.

Project budget:

	Executive Managing Director	Managing Director/PM	Analyst	
Hours	35	100	172	315
Rate per hour (weighted average \$208)	375	265	140	
				\$63,705
Travel allowance - 7 person trips to site/meetings				6,295
Total Fee and expenses				\$70,000

Colliers staff time required to provide testimony and attend hearing or meetings beyond the scope of the work outlined above, is not included in the pricing and will be billed on an hourly basis.

Qualifications and Team

Contact person:

Martha A. O'Mara, PhD, CRE
Executive Managing Director, Colliers International
Head of Strategy and Innovation Consulting
Martha.omara@colliers.com

About Colliers International:

Colliers International Group Inc. (NASDAQ: CIGI; TSX: CIG) is a global leader in commercial real estate services with more than 16,300 professionals operating from 502 offices in 67 countries. With an enterprising culture and significant insider ownership, Colliers professionals provide a full range of services to real estate occupiers, owners and investors worldwide across a broad range of property types. Our Boston offers more real estate services than any other firm in the market and is backed by the most experienced executive team in the Greater Boston area with roots that span more than 135 years.

Our Corporate Solutions practice is an integrated platform of services enabling occupiers to maximize the business value of their real estate. We start with a clear understanding of the business problems you are trying to solve, the most important ways your company builds and maintains competitive advantage, and how those advantages are supported by your workforce, your real estate footprint and the workplace.

Colliers International has been ranked among the top 100 outsourcing firms by the International Association of Outsourcing Professionals' Global Outsourcing for 10 consecutive years, more than any other real estate services firm.

Experience:

Selected current and recent Strategy and Innovation portfolio strategy consulting projects include:

Commonwealth of Massachusetts Department of Capital Asset Management and Maintenance – Contributed to the development of the long-term asset strategy of two significant state-owned assets in downtown Boston -the Charles F. Hurley Building and Erich Lindemann Mental Health Center (designed by architect Paul Rudolph in the 1960's). Includes an occupancy strategy study of the all current users of the buildings to understand and verify their space needs and identify opportunities in the Boston market to relocate them elsewhere. The resulting analysis and recommendations will guide the assessment of redevelopment options for the both buildings.

Thomson Reuters: Colliers is providing a cross platform Corporate Solutions sole source relationship with this global company across its 12.7 msf portfolio of ~370 locations in 96 countries. As part of this, Colliers is providing portfolio strategic planning support at both the metro and individual asset level and helping TR improve its internal long range planning functions. In our first year we reduced the number of locations by 15% and space per employee by 7%.

Hawaiian Electric Company: Colliers is currently in Phase Two of developing the long-range portfolio strategy for HECO – Hawaiian Electric Company, across Oahu, Maui and the Big Island. This includes an 8 location headquarters consolidation, a 10 acre highest and best use development potential study of a key site currently occupied by HECO operations, and the location strategy for operations dispatch, service centers and maintenance. The project will result in a new consolidated headquarters, new base yard, centralized warehousing and support facilities and the monetization of land holdings.

Educational Testing Service: Dr. O'Mara developed the portfolio strategy for entire ETS portfolio with an emphasis on its New Jersey operations and headquarters campus of nearly one million square feet, including a 10 year strategic plan for multiple assets, and identified aged assets for eventual decommissioning. Developed new workplace standards leading to a new workplace strategy and future restack of multiple buildings on campus.

Other public sector portfolio experience:

Colliers International Strategy and Innovation Consulting, through its acquisition of Corporate Portfolio Analytics, has developed long range portfolio strategies for public sector portfolios, applying methodology to over 150 million square feet in nineteen distinct public sector portfolios in the US and Canada.

Termed "Local Portfolio Plans," this work has created comprehensive blueprints that meld market, customer, and asset analysis into a plan that outlines short, medium and long term actions and policies that also meet important cost performance, sustainability and efficiency standards. Over the past eight years, over 1,400 owned and leased assets, representing over 150 customer groups and including a wide variety of leasing, capital reinvestment, asset disposition, customer assessment and strategic housing activities have been evaluated. In addition, agency specific customer portfolio strategies were developed for three Federal agencies in Washington DC. We have also developed portfolio strategies for the Province of Ontario, and for non-profits such as the American Red Cross and Educational Testing service.

Representative projects for the US General Services Administration: Among the seven of the eleven regions of the USGSA for whom we have performed portfolio consulting, we highlight the work in Regions 1 and 11 here.

REGION 1 – NEW ENGLAND REGION. 2010-2012

BOSTON, MASSACHUSETTS - LOCAL PORTFOLIO PLAN

The Boston LPP encompassed 4.6 million rentable square feet (rsf) in 92 properties in the Boston Metropolitan Area, 44% of the overall portfolio area of GSA Region 1. Within the Boston metro area, GSA serves the housing needs of a diverse range of 35 Federal agencies (114 Bureaus), with the five largest agencies occupying about 62% of space. Detailed customer assessments were completed for thirteen agencies. Recommendations included the disposal of one owned asset in the short term, and planning for the disposal of a second asset in the mid to long term horizon. Acquisition of a new, more suitable owned asset was also recommended following a feasibility study for the potential acquisition.

AUGUSTA, MAINE – LOCAL PORTFOLIO PLAN

Two-thirds of the Augusta portfolio customers are housed in the Edmund Muskie Federal Building (Muskie). The asset was in poor condition, and required substantial modernization of systems including HVAC, electricity, roofing, and facades, as well as asbestos abatement. Since most agencies located in Augusta do not require highly specialized facilities, the plan recommended relocating Federal tenancy to leased space and disposition of the Muskie building, as its renovation could not be cost justified. The amount of space required was forecasted to decrease, due to increased use of high performance workplace practices, the higher efficiency of more modern space, and changing agency needs.

PROVIDENCE, RHODE ISLAND – LOCAL PORTFOLIO PLAN

Within the Providence metro area, GSA serves the housing needs of 17 Customer Agencies (44 Bureaus). About 40% of the local portfolio is 'actionable' portfolio, which is the segment of the total portfolio available to be reshaped and includes leases expiring over the next five years, vacant space, and potentially mobile customers housed in leased assets. Options for an upcoming major lease turnover were presented.

REGION 11: NATIONAL CAPITAL REGION CUSTOMER PORTFOLIO PLANS -2012

Ten-year portfolio strategies to reduce real estate costs and improve utilization of Federal assets were developed for three Federal agencies in the Washington DC area totaling over 5 million square feet of current occupancy.

- Department of the Interior
- Department of Education
- Department of Housing and Urban Development

The resulting recommendations provide guidance to these Federal agencies for future budgeting and priority setting, with estimated payback periods, as well as clear next steps for implementation. Future space demand models showed that the various agencies could reduce their current footprints from 27% to 50% in the DC area in the next ten years, resulting in annual third party rent savings in excess of \$22 million per year, which once reinvested in increasing the efficiency of owned assets, would provide ongoing savings compared to current spending levels, with paybacks in the range of 4-6 years.

NATIONAL CAPITAL REGION 11- LOCAL PORTFOLIO PLAN - 2010

The project encompassed the entire NCR regional portfolio of ~90 million square feet (37 msf owned, 39 msf short term leased, 14 msf long term leased) with detailed market, customer (business unit) and asset analysis that yielded an overall strategic framework that set out clear priorities for asset and customer planning. The deliverables included specific short, medium, and long-term recommendations on how to best utilize and make such strategic changes to the GSA portfolio over time. Additionally, the project helped develop an internal process for problem identification, collaboration and problem solving that would increase teamwork and support a mutually shared vision across the various internal business functions of NCR PBS.

Additional work examples can be provided upon request.

Team:

Martha O'Mara, Executive Managing Director - Project Director
Thea Hahn, Managing Director - Project Manager
Richard Mirliss, Executive Managing Director, real estate market subject matter expert
Chip Phillips, Facility Assessment lead
Mark Vito, Analyst

Please see biographies on the following page:



Martha A. O'Mara, PhD, CRE

EXECUTIVE MANAGING DIRECTOR
HEAD OF CONSULTING
Corporate Solutions | Americas

AREA OF EXPERTISE

Martha O'Mara is Executive Managing Director, Head of Consulting, Corporate Solutions | Americas. She joined Colliers when the company acquired her firm, Corporate Portfolio Analytics, a commercial real estate advisory firm that served major occupiers of real estate on the strategic management of their real estate portfolios. Dr. O'Mara has advised on the long-range strategy of nearly two billion square feet of commercial occupancy for some of the largest corporate portfolios in the US and globally, including financial, professional services, and technology companies, as well as governmental agencies. These clients include over one-third of the largest 40 corporate office portfolios in the Fortune 100 and over 70% of the USA GSA portfolio. As a member of the Corporate Solutions leadership, Dr. O'Mara and her team provide clients industry leading advisory services in the disciplines of management consulting, portfolio optimization and location strategy.

PROFESSIONAL ACCOMPLISHMENTS

Dr. O'Mara is widely considered a leading authority on the integration of corporate real estate planning with business strategic planning. She is currently writing *The End of the Office: How Place Strategy is Transforming Careers, Companies and Communities*. Her book, *Strategy and Place: Managing Corporate Real Estate and Facilities for Competitive Advantage* was published in 1999 by The Free Press. Her co-authored article "Change Management Models for Workplace Transformation" recently published in the *Corporate Real Estate Journal*, is one of over two dozen professional publications she has authored. She currently serves on the Alumni Advisory Board for the Harvard Real Estate Academic Initiative. She has taught executive education classes at Harvard Business School and the Harvard Graduate School of Design, the Center for Real Estate at the Massachusetts Institute of Technology and for KIINKO, a Finnish real estate education institute.

BUSINESS AND EDUCATIONAL BACKGROUND

Earlier in her career Dr. O'Mara helped develop the Advanced Management Development Program in Real Estate, an innovative senior management development program, at the Harvard University Graduate School of Design. From 1989 to 1998 she was a full-time Assistant Professor at the Harvard GSD and taught real estate finance and development, location strategy, doctoral research methods and design studios on urban development. She holds a Ph.D. in Organizational Behavior jointly awarded by the Harvard Business School and Harvard's Graduate School of Arts and Sciences. She also has an MA and an MBA from Harvard University, and a BA from the University of California, Irvine. She was designated a Counselor of Real Estate in 2006.

EDUCATION AND QUALIFICATIONS

Ph.D. in Organizational Behavior; Harvard Business School & Harvard's Graduate School of Arts and Sciences MA and MBA Harvard University; BA University of California, Irvine

CONTACT DETAILS

Mobile Phone: +1 617 216 3999

Martha.O'Mara@colliers.com



Thea Hahn

MANAGING DIRECTOR, STRATEGY & INNOVATION

Thea.Hahn@colliers.com

EDUCATION AND QUALIFICATIONS

Masters in Real Estate Development, Massachusetts Institute of Technology

B.A. and B. Architecture, Rice University

AFFILIATIONS AND MEMBERSHIPS

MCR, CoreNet Global

CONTACT DETAILS

MOB +1 617 8166336

www.colliers.com

AREA OF EXPERTISE

With over 20 years of commercial real estate experience, Thea brings broad experience in strategic planning, portfolio optimization, financial analysis, and market research. Data-driven approach to documenting, analyzing integrating multiple drivers/sources to develop actionable recommendations and solutions for clients.

ACCOMPLISHMENTS

Thea's accomplishments include:

- Led twelve Local Portfolio Plans for the US General Services Administration, covering 23 million sf of owned and leased assets housing federal customer bureaus. Work including asset evaluations, analytic coordination, and facilitating housing scenario workshops.
- Created an analytic framework and identified guiding principles for a workforce locational analysis for a large financial services company. Integration of real estate portfolio data with demographic, economic and salary data supported discussion with LOBs and enabled further consolidation of a 75 million sf commercial office portfolio.

ACCOMPLISHMENTS (CONTINUED)

- Managed three concurrent Agency Portfolio Plans for the US GSA encompassing 5.2 million sf of space and \$156 million in annual costs. Recommendations based on agency demographics, workforce trends, and market dynamics also integrated demand modelling, financial analysis of capital investment requirements, and asset evaluations.
- Led internal cross-discipline team responsible for developing and rolling out new workplace standards for a 3 million sf portfolio, including change management coordination for the initial implementation
- Project manager for a Master Portfolio Plan and strategy for Hawaiian Electric Company
- Led assessment of two major public sector assets for the Commonwealth of Massachusetts.

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers International, Thea served as Strategic Planning Manager at MITRE Corp, where she was responsible for planning, workplace, and change management. Previously, with Corporate Portfolio Analytics, Thea led portfolio planning and optimization projects for clients including the American Red Cross, AT&T, Bank of America, the General Services Administration, and ServiceMaster.



Daniel "Chip" Phillips

Senior Project Manager

AREA OF EXPERTISE

Mr. Phillips has more than 25 years of experience in providing both project management and facilities planning services. Chip's expertise and experience includes facility-related planning, capital program budget development and overall program/project management.

REPRESENTATIVE CLIENTS AND PROJECTS

EDUCATION AND QUALIFICATIONS

Bachelor of Arts –
Middlebury College

CONTACT DETAILS

Colliers International
135 New Road
Madison, CT 06443

www.colliers.com/PMNE

City of Hartford – Space Utilization Study – Hartford, CT

Provision of planning services on behalf of the City of Hartford Department of Public Works. Colliers developed a space inventory for selected buildings owned and leased by the City of Hartford. The data collected provides a baseline of current space allocation and function by department for each of the buildings. Subsequent planning efforts can use this data with departmental interviews to determine future space needs.

South Central CT Regional Water Authority – 90 Sargent Drive – New Haven, CT

Provision of space planning services for the South Central Connecticut Regional Water Authority's building at 90 Sargent Drive.

Town of Enfield – Facilities Conditions Assessment – Enfield, CT

Provision of a facilities conditions assessment of the Town's municipal and school buildings encompassing 1,089,829 gsf to determine the condition of the facilities, deferred maintenance, potential hazards, ADA issues, and indoor air quality issues.

Quinnipiac University – Facilities Conditions Assessment – Hamden, CT

Provision of a facilities conditions assessment for the Quinnipiac University campus encompassing 30 buildings totaling approximately 1.3 Million gsf. Colliers was responsible for comprehensively identifying the maintenance repair and regulatory compliance needs of Quinnipiac's facilities including the associated cost for project repairs and the relative priority of each project's need.

City of Lynn Public Schools – Facilities Conditions Assessment – Lynn, MA

Provision of strategic planning services and a facilities conditions assessment for the City's Elementary and Middle Schools. This process included a thorough physical inspection and analysis of the existing conditions in the District's twenty-one elementary and four middle schools (approximately 1.4 Million gsf). The facilities inspections were conducted by a team of professionals with architectural, HVAC, electrical, and site and code backgrounds.

Babson College – Facilities Conditions Assessment – Boston, MA

Provision of strategic planning and a facilities conditions assessment for 84 campus buildings totaling approximately 1.8 Million gsf.

Town of Norwell – Facilities Conditions Assessment – Norwell, MA

Provision of a facilities conditions assessment for municipal and school buildings encompassing 528,400 gsf in the Town of Norwell.



MARK VITO

ANALYST

EDUCATION AND QUALIFICATIONS

Bachelor of Arts - Skidmore College

CONTACT DETAILS

OR +1 617 330 8041

Colliers International
160 Federal Street
11th Floor
Boston, MA
02110

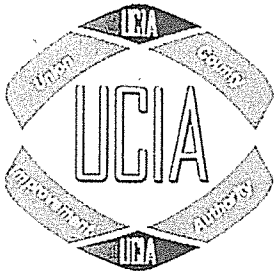
www.colliers.com

AREA OF EXPERTISE

Mark is responsible for portfolio analytics, project management tracking, performance measurement Colliers 360 support, and market research. He has supported client projects including Hawaiian Electric Company, Thomson Reuters Financial, Commonwealth of Massachusetts, Red Hat and FII.

Prior to joining Colliers International, Mark spent four years at Blast Fitness Group, helping the health club chain grow from 15 locations to over 60 locations nationally. Mark aided Blast in multiple facets, including, but not limited to, site selection, competitive analysis, financial modeling, research and analysis, and lease administration. He was the lead analyst for Blast during the acquisition of 39 Bally Total Fitness clubs and served as Director of Investor Relations.

Exhibit B



UNION COUNTY IMPROVEMENT AUTHORITY

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

Resolution No. 55-2017

Date: August 2, 2017

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH COLLIERS INTERNATIONAL IN CONNECTION WITH STRATEGIC FACILITY PLANNING SERVICES

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

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

Lisa M. da Silva

Blw. B. line

	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
APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES
CONTRACT WITH COLLIERS INTERNATIONAL IN CONNECTION WITH
STRATEGIC FACILITY PLANNING SERVICES

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

WHEREAS, the Freeholders reviewed and approved a shared services agreement (the "Shared Services Agreement") between the County and the Authority for the purposes of conducting a Space Utilization Study ("Study") on behalf of the County and to prepare the County's Strategic Planning Services Report ("Report"); and

WHEREAS, on or about October 19, 2015, the County and the Authority executed the Agreement; and

WHEREAS, pursuant to Resolution 2016-620, the Freeholders approved an amendment to the Shared Services Agreement authorizing the County to provide the Authority with an amount not to exceed \$70,000 to engage the services of a professional consultant to perform real estate consulting and other professional services related to the Study; and

WHEREAS, on or about August 3, 2016, the County and the Authority executed the Amended Agreement; and

WHEREAS, at the request of the Authority, on October 4, 2016, Colliers International ("Colliers") submitted a proposal to perform work required by the Authority for an amount not to exceed \$70,000 pursuant to its proposal; and

WHEREAS, on October 5, 2016, pursuant to Resolution 95-2016 the Authority awarded Colliers a non-fair and open Contract and authorized the Executive Director to execute a Contract between the Authority and Colliers in accordance with the Proposal; and

WHEREAS, at the request of the Authority, on June 12, 2017 Collier submitted a proposal to perform work required by the Authority in Phase 2 of this project for an amount not to exceed \$137,000.00 pursuant to its proposal, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Authority has reviewed Colliers June 12, 2017 Proposal and now desires to amend the Colliers October 23, 2016 Contract and hereby authorizes the Executive Director to execute an amended Contract between the Authority and Colliers in accordance with the Proposal, a copy of which is attached hereto as Exhibit A.

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

1. The foregoing recitals are incorporated herein as if set forth at length; and
2. The Executive Director is hereby authorized and directed to execute an amended Contract between the Authority and Colliers to perform Phase 2 activities, and to perform real estate consulting and other professional services related to the Phase 2 Study for an amount not to exceed \$137,000.00 in accordance with Colliers June 12, 2017 Proposal, a copy of which is attached hereto as Exhibit A; and
3. The Executive Director is hereby authorized and directed to take any and all actions necessary to execute the Contract; and
4. The Executive Director is hereby authorized to take any and all actions necessary to implement the Contract; and
5. This resolution shall take effect immediately.

UNION COUNTY IMPROVEMENT AUTHORITY

Addendum to Colliers International October 23, 2016 Contract

UCIA: Union County Improvement Authority
1499 Route 1 and 9 North
Rahway, New Jersey 08512
Attention: Daniel P. Sullivan, Executive Director

CONTRACTOR:

Colliers International
160 Federal Street, Floor 11
Boston, Massachusetts 02110
Attention : Martha A. O'Mara, Executive Managing Director

Date of Contract: October 23, 2016

A) Paragraph 1. Scope of Service shall be amended to include the June 12, 2017 Colliers Proposal which shall be annexed to the October 23, 2016 Contract as **Exhibit B** and made a part thereof, which shall now read as follows:

1. Scope of Service. Colliers hereby agrees to perform Real Estate consulting, architectural and other professional services for the purposes of conducting a Space Utilization Study ("Study") on behalf of the County and to prepare the County's Strategic Planning Services Report ("Report") (collectively the "Services") and shall include, but not be limited to, those services set forth in the Proposal, a copy of which is attached hereto as **Exhibit A** and the June 12, 2017 Proposal for Phase 2, a copy of which is attached hereto as **Exhibit B**, both of which are made a part hereof.

B) Paragraph 4. Compensation. Shall be amended to include the June 12, 2017 Proposal and fee schedule set forth in **Exhibit B**, in an additional amount not to exceed \$137,000.00 for Phase 2 of the project which shall now read as follows:

4. Compensation. The Authority shall compensate Colliers for the Services in accordance with the fee schedule set forth in **Exhibit A**, attached hereto in an amount not to exceed \$70,000. The Authority shall also compensate Colliers for the amended Services in accordance with the fee schedule set forth in **Exhibit B**, attached hereto in an amount not to exceed \$137,000 for Phase 2 of this project.

C) In all other respects, the Contract remains the same. In case of conflict between any of the provisions of this Addendum and of the Contract, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have signed this Addendum as of the date of the Contract.

ATTEST:

UNION COUNTY IMPROVEMENT
AUTHORITY

Lisa M. da Silva
Lisa M. da Silva, Clerk

By: Daniel P. Sullivan
Daniel P. Sullivan, Executive Director

WITNESS:

COLLIERS INTERNATIONAL WA, LLC
~~CONTRACTOR~~

By: SM
~~Martha A. O'Mara, Executive Managing Director~~
Scott Nelson, Vice President



160 Federal Street
Floor 11
Boston, MA 02110
Tel: 617-330-8000

Martha A O'Mara PhD, CRE
Executive Managing Director
617-216-3999

June 12, 2017

Ms. Linda D. Stender
Deputy Director/Project Manager
Union County Improvement Authority
1499 US Highway One, North
3rd Floor
Rahway, New Jersey 07065

Dear Ms. Stender,

We are pleased to present this draft Scope of Work and project budget to The Union County Improvement Authority to amend the County's Strategic Planning Services Report to include Phase 2 activities in support of the recommendations surrounding the Old Jail as outlined in the Strategic Plan.

Next phase activities as outlined in the plan include multiple activities as listed below. Our proposed scope covers those elements where Colliers' experience, combined with the knowledge gained from the first phase of work, will provide the Union County Improvement Authority the ability to build on work already completed. Additionally, we have focused on the activities specifically related to renovation of the Old Jail.

Colliers proposed scope of activities

1. Study of material and supplies storage

In order to renovate and repurpose the Old Jail for higher & better use, many of the materials currently stored will need to be removed. This study will inventory the materials currently stored, estimate the space required for storage going forward, and recommend storage alternatives.

2. Initial Adjacency and Programming for Probation

Building upon the high-level requirements established in the initial phase, this study will develop additional detail around adjacency requirements and space needs for the Probation groups proposed for Old Jail occupancy. This will serve as direction to the architect when the County enters the Schematic Design phase of the project.

Scope of Work and Project Budgets for these two work streams are attached starting on page 3. Our qualifications and team resumes start on page 6.

Once the County has a better understanding of future parking needs in the courthouse complex area, Colliers can also provide a conditions assessment of the Old Detention Center if it is determined that additional parking is needed.

Additional Phase 2 activities

We recommend the Improvement Authority procure services locally for the following:

3. Completion of a hazardous material survey for the Old Jail

The estimated cost of a survey for the unoccupied areas of the Old Jail is between \$50-\$70,000. We understand the County has existing contracts in place with local contractors with this capability.

4. Structural survey of Old Detention Center

Renovating the Old Jail to office use will increase the demand for parking in the Courthouse Complex area. Along with the conditions assessment, a structural survey will allow the County to evaluate the feasibility of adding additional floors, and thus capacity to the structure. We understand the County has existing contracts in place with local contractors with this capability.

5. Parking audit and demand planning

The county is currently undertaking a parking audit. That audit should serve as the starting point for an impact study by a local transportation and parking consultant of the impact of relocating approximately an additional 160 employees to the Courthouse Complex, as well as visitors to the Probation department.

6. Document retention and handling

In order to minimize the area occupied by paper documents, the county and vicinage will need to maximize usage of the existing archiving contract and consider expanding electronic document management services to meet needs not currently addressed. The current archiving contractor, as well as other contractors who may have bid on the recently awarded contract, should be a resource for completing such a survey.

These six activities will ultimately serve as the basis for design of the renovation.

We look forward to continuing to work with the Union County Improvement Authority to further continued progress toward renovation of the Old Jail.

Sincerely,



Martha A O'Mara PhD, CRE

1. Materials and Supply Storage Scope of work

In order to renovate and repurpose the Old Jail for higher & better use, Union County Improvement Authority requires a study of material storage requirements. In order to address that need, Colliers proposes the following scope of work to inventory the current product held in storage, recommend optimized storage alternatives for required items, and recommend an inventory management system.

The objectives of the project include:

- Understand and document the amount and types of storage space required.
- Execute a full inventory of product that has value for the department and input this into a database by product type and user.
- Develop recommendations to support streamlining the retrieval and put-away of goods.
- Identify options for future storage based upon material, size and retention requirements.
- Develop storage recommendations for inventory items, based on customer needs, including proximity and frequency of use
- Propose a disposal strategy for items which have no or little future value
- Recommend an inventory policy to apply going forward to secure accurate inventory placement and efficient retrieval and put-away of goods.

Methodology:

1. Initial Assessment

There will be an initial on-site assessment of items in storage at the Old Jail/Annex (approximately 56,000 sf of total 116,000 sf) and Motor Vehicles Building (approximately 5,000 sf of total 50,000 sf building) carried out by relevant stakeholders and Colliers' Supply Chain and Logistics Consulting Practice members. This stage requires participation by County stakeholders and is estimated to require one day on site. Once an initial assessment is made, Colliers will create inventory subcategories and spreadsheets to support the physical inventory process.

2. Inventory

A team of eight (8) local contractors will be required for a one (1) week period full-time to perform the count of all product to be inventoried. These temporary workers can be hired from local resources. Before this inventory, we will need all non-essential items and non-inventory items tagged and identified to get an accurate understanding of the quantity and volume of materials that will be retained and inputted into our inventory control system.

- Colliers will review the storage requirements by subcategory, grouping similar items, based on internal customer requirements together.
- Colliers will catalog all product to be inventoried into an electronic database, including item name, quantity, size, weight and end user.

3. Analysis and Recommendations

Upon completion of the inventory process, Colliers will analyze the final count of items by subcategory.

- Based on this analysis, Colliers will produce recommendations as to both better and optimal methods of storage for the products. There may be several divergent recommendations dependent upon the best use of space and time.
- Colliers will also provide recommendations of an inventory system and policies to maintain proper controls for both retention of items as well as stricter controls of inventory management, which should help tremendously reduce the exposure for loss or theft.

This project will take approximately four (4) weeks to complete with a budget of \$58,000. This rate includes all labor costs for Colliers support team as well as contract labor force and materials for performing the physical

inventory portion of the assignment. Travel is not included in this rate, but will be billed in accordance with Colliers' travel policy and will not exceed 10% of the consulting budget.

2. Initial Adjacency and Programming Study for Probation

Building upon the high-level requirements established in the initial phase, this study will develop additional detail around adjacency requirements and space needs for the Probation groups proposed for Old Jail occupancy. We understand there are approximately 8 vicinage groups at the current location, including HR, Finance, CASA, Family Court and Civil Court teams, as well as several groups within Probation including Juvenile Supervision, Adult Supervision and Child Support.

The objectives for the project include:

- Establish a baseline of information that can be used in future planning and design for the Probation group.
- Document the number of occupants and clients, as well as activities and equipment that the new space will need to house.
- Establish area requirements by department including both individual work space and client-facing workspace.
- Document adjacency requirements and restrictions by department.
- Provide a functional brief of requirements based upon clearly defined objectives, work processes, and objective data, to inform the schematic design phase of the renovation project.

Methodology:

1. Project Initiation

As part of the kickoff for the project, Colliers will present case studies of comparable projects to provide participants with examples of how comparable spaces have been provided in other locations. This can include specific projects if requested by the County or Vicinage. Additionally, we will provide an overview of the process and objectives to the stakeholders. A discussion of the current and aspirational organizational culture will also be included.

2. Initial Questionnaire

Colliers will create, distribute, and collate results of an electronic space questionnaire. The questionnaire will go to the leadership of each of the occupant groups and will capture key details including number of staff, number of clients or visitors, equipment required, technology used, activity occurring within the space, functional affinities, adjacency restrictions, and any special requirements.

Additionally, we will review existing plans and walk through current space to establish the current space usage by group.

3. User Needs Interviews

Upon completion of the questionnaires, Colliers will conduct interviews with leadership representatives of up to 10 user groups to review the results of the questionnaire, current occupancy and potential future space needs.

4. Review of Findings

The final report will be in PowerPoint format and will serve as a basis for design of future facilities. It will document staffing and activity expectations and include area requirements, public access requirements, adjacency requirements or restrictions, and detail any additional special requirements for each group.

This project will take approximately six (6) weeks to complete with a budget of \$79,000. Travel is not included in this rate, but will be billed in accordance with Colliers' travel policy and will not exceed 10% of the consulting budget.



Martha A. O'Mara, PhD, CRE

EXECUTIVE MANAGING DIRECTOR

HEAD OF CONSULTING

CORPORATE SOLUTIONS | Americas

Martha.O'Mara@colliers.com

EDUCATION AND QUALIFICATIONS

Ph.D. in Organizational Behavior;
Harvard Business School &
Harvard's Graduate School of
Arts and Sciences

MA and MBA Harvard University

BA University of California, Irvine

CONTACT DETAILS

MOB +1 617 216 3999

Colliers International
160 Federal Street
11th Floor
Boston, MA
02110

www.colliers.com

AREA OF EXPERTISE

Martha O'Mara is Executive Managing Director, Head of Consulting, Corporate Solutions | Americas. She joined Colliers when the company acquired her firm, Corporate Portfolio Analytics, a commercial real estate advisory firm that served major occupiers of real estate on the strategic management of their real estate portfolios.

Dr. O'Mara has advised on the long-range strategy of nearly two billion square feet of commercial occupancy for some of the largest corporate portfolios in the US and globally, including financial, professional services, and technology companies, as well as governmental agencies. These clients include over one-third of the largest 40 corporate office portfolios in the Fortune 100 and over 70% of the USA GSA portfolio.

As a member of the Corporate Solutions leadership, Dr. O'Mara and her team provide clients industry leading advisory services in the disciplines of management consulting, portfolio optimization and location strategy.

ACCOMPLISHMENTS

Dr. O'Mara is widely considered a leading authority on the integration of corporate real estate planning with business strategic planning.

Her book, *Strategy and Place: Managing Corporate Real Estate and Facilities for Competitive Advantage* was published in 1999 by The Free Press.

ACCOMPLISHMENTS (CONTINUED)

She currently serves on the Alumni Advisory Board for the Harvard Real Estate Academic Initiative. She has taught executive education classes at Harvard Business School and the Harvard Graduate School of Design, the Center for Real Estate at the Massachusetts Institute of Technology and for KIINKO, a Finnish real estate education institute.

BUSINESS AND EDUCATIONAL BACKGROUND

Earlier in her career Dr. O'Mara helped develop the Advanced Management Development Program in Real Estate, an innovative senior management development program, at the Harvard University Graduate School of Design. From 1989 to 1998 she was a full-time Assistant Professor at the Harvard GSD and taught real estate finance and development, location strategy, doctoral research methods and design studios on urban development.

She was designated a Counselor of Real Estate in 2006.



Thea Hahn

MANAGING DIRECTOR

CORPORATE SOLUTIONS | Americas

Thea.Hahn@colliers.com

EDUCATION AND QUALIFICATIONS

Masters in Real Estate,
Massachusetts Institute of
Technology

B.A. and B.Architecture,
Rice University

Registered Architect

AFFILIATIONS AND MEMBERSHIPS

MCR,
CoreNet
Global,
CREW

CONTACT DETAILS

MOB +1 617 816 6336

Colliers International
160 Federal Street
11th Floor
Boston, MA
02110

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AREA OF EXPERTISE

With over 20 years of commercial real estate experience, Thea brings broad experience in strategic planning, portfolio optimization, financial analysis, and market research. She brings a data-driven approach to portfolio planning; documenting, analyzing and integrating multiple drivers and developing actionable solutions for clients.

PROFESSIONAL ACCOMPLISHMENTS

- Led twelve Local Portfolio Plans for the US General Services Administration, covering 23 million sf of owned and leased assets. Work included asset evaluations, analytic coordination, and facilitating housing scenario workshops. Recommendations included disposition, acquisition, workplace transformation, consolidations, and redevelopment.
- Created an analytic framework and identified guiding principles for a workforce locational analysis for a large financial services company. Integrated real estate portfolio data with demographic, economic and salary data to support discussion with LOBs and enable consolidation of a 75 million sf commercial office portfolio.
- Led a workstyle assessment of 13 business units and integrated results with portfolio and market analysis to complete a ten year strategic plan for an international organization.

ACCOMPLISHMENTS (CONTINUED)

- Managed three concurrent Agency Portfolio Plans for the US GSA encompassing 5.2 million sf of space and \$156 million in annual costs. Recommendations based on agency demographics, workforce trends, and market dynamics also integrated demand modelling, financial analysis of capital investment requirements, and asset evaluations.
- Led internal cross-discipline team responsible for developing and rolling out new workplace standards for a 3 million sf portfolio, including change management coordination for the initial implementation.

BUSINESS AND EDUCATIONAL BACKGROUND

Prior to joining Colliers International, Thea served as Strategic Planning Manager at MITRE, responsible for planning, workplace, and change management.

Previously, with Corporate Portfolio Analytics, Thea led portfolio planning and optimization projects for clients including the American Red Cross, AT&T, and Bank of America.

A licensed architect, Thea managed both internal and external consulting teams on a variety of development, commercial and educational projects before pursuing her Master's degree.



Gregory Healy

HEAD OF SUPPLY CHAIN CONSULTING

STRATEGY & INNOVATION CONSULTING | CORPORATE SOLUTIONS

Gregory.Healy@colliers.com

EDUCATION AND QUALIFICATION S

University of Michigan
Ross School of Business
MBA

University of California (UCLA)
B.A. Dual Major – Philosophy &
Japanese

CONTACT DETAILS

DIR +1 909 937 6308
MOB +1 951 463 8151

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2855 E. Guasti Road, Suite 401
Ontario, CA 91761 | United States

www.colliers.com

AREA OF EXPERTISE

Gregory's logistics industry expertise includes analyzing operations, pinpointing problems, identifying solutions, streamlining processes, promoting employee engagement and driving results in a positive work environment. With extensive international experience, Gregory effectively collaborates with diverse workforces in reaching common objectives for Colliers clients.

PROFESSIONAL ACCOMPLISHMENTS

Gregory has an extensive background in logistics, distribution and manufacturing over his 20-year career. Gregory spent over ten years at Komyo America Co. Inc. – A Honda Logistics Company as a VP, reporting directly to the Japanese Board of Directors. He was responsible for the growth of the logistics business, controlling a labor budget of nearly \$40M and managing customer inventory to support \$2B in annual sales. He also provided senior level direction supporting an operation of 700+ associates at six facilities across North America. Other key achievements during his tenure included:

- Expanded North America operations to over 2 MSF of facilities including a new start-up in Mexico.

ACCOMPLISHMENTS (CONTINUED)

- Significant project management experience including international sourcing, acquisitions, contracts, labor management, manufacturing, supply-chain, new warehouse design and product distribution.
- Full P&L responsibility for the business entity, including development of annual budgets, short and long-term growth strategies and gap analysis.

BUSINESS AND EDUCATIONAL BACKGROUND

Gregory's significant project management experience includes international sourcing, acquisitions, contracts, labor management, manufacturing, supply-chain, new warehouse design and product distribution. He earned an MBA from the Ross School of Business at the University of Michigan, and a B.A. from UCLA.

Gregory's most recent experience prior to joining Colliers was as Founder & President of Smart Turn Logistics, a consulting firm based in Southern California, supporting international clients in the areas of new warehouse design, manufacturing and supply chain efficiencies.

Exhibit C

PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
UNION COUNTY IMPROVEMEMNT AUTHORITY
AND
COLLIERS INTERNATIONAL

THIS AGREEMENT, dated as of November 1, 2017 by and between the Union County Improvement Authority, 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority") and Colliers International, 160 Federal Street, Floor 11, Boston, MA 02110 ("Colliers" or the "Professional").

WITNESSETH:

WHEREAS, the Union County Improvement Authority (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. (the "Act"), and the acts amendatory thereof and supplemental thereto: and

WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1, et seq., permits local government units such as the County and the Authority to share services for particular purposes and effectuate agreements for any service or circumstance that will aid and encourage the goals and obligations of each: and

WHEREAS, on or about October 19, 2015, the County and the Authority entered into a shared services agreement (the "Agreement") for the purposes of conducting a Space Utilization Study ("Study") on behalf of the County and to prepare the County's Strategic Planning Services Report ("Report"); and

WHEREAS, pursuant to Resolution 2016-620, the Freeholders approved an amendment to the Agreement (the "Amended Agreement") authoring the County to provide the Authority with an amount not to exceed \$70,000 to award a professional service contract for work related to the Study; and

WHEREAS, on or about August 3, 2016, the county and the Authority executed the Amended Agreement; and

WHEREAS, the Authority is now in need of real estate consulting, architectural and other professional services (the "Professional Services"); and

WHEREAS, at the request of the Authority, on October 4, 2016 Colliers International ("Colliers") submitted a proposal to perform the Professional Services (the "Proposal"), attached hereto as **Exhibit A**, and made a part hereof; and

WHEREAS, pursuant to Resolution 95-2016, the Authority authorized the Executive Director to execute a Professional Services Agreement with Colliers in accordance with the Proposal for an amount not to exceed \$70,000; and

WHEREAS, at the request of the Authority, on June 12, 2017 Collier International submitted a proposal to perform work required by the Authority in Phase 2 of this project for an amount not to exceed \$137,000.00 pursuant to its proposal, a copy of which is attached hereto and made a part hereof as **EXHIBIT B**; and

WHEREAS, pursuant to Resolution 72--2017, the Authority authorized the Executive Director to execute a Professional Services Agreement with Colliers in accordance with the Proposal for an amount not to exceed \$137,000.00; and

WHEREAS, the Authority and Colliers wish to enter into this Agreement to set forth the services to be rendered by Colliers, 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. Colliers hereby agree to perform Real estate consulting, architectural and other professional services for the purpose of conducting a Space Utilization Study ("Study") on behalf of the County and to prepare the County's Strategic Planning Services Report ("Report") (collectively, the "Services"), and shall include, but not be limited to, those services set forth in the Proposals, a copy of which are attached hereto as **Exhibit A and Exhibit B**, and made a part hereof.

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

3. Term. The term of the Agreement shall be one (1) year, commencing on November 1, 2017 and ending October 31, 2018, unless otherwise extended or terminated in writing.

4. Compensations. The Authority shall compensate Colliers for the Services in accordance with the fee schedule set forth in **Exhibit B** attached hereto, in an amount not to exceed \$137,000.00.

5. Affirmative Action. During the performance of the Agreement, Colliers 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. Colliers also agrees to afford equal opportunity in performance of the Agreement in accordance with an affirmative action program approved by the State Treasurer.

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

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

(b) Colliers is a duly organized and validly existing legal entity 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 Colliers's knowledge, there is no action, proceeding or investigation now pending, no 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 the Agreement;

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

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

(a) This Agreement has been duly authorized by its Governing Body according to law, and upon execution by its Executive Director, 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, no 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 the Agreement;

8. Default and Termination.

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

(i) The persistent and repeated failure(s) of Colliers 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 Colliers has not within 20 days, cured or attempted to commenced a cure of such failure;

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

(iii) Breach of any material representations by Colliers set forth in the 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 events results from the occurrence of an Uncontrollable Circumstance or the fault of Colliers 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 Colliers of such persistent and repeated failure(s) to perform, and the Authority has not within 20 days, cured or attempted to commenced a cure of such failure;

(ii) Breach of any material representations by the Authority set forth in the Agreement, and failure to remedy such breach for a period of 30 days after written notice thereof has been provided by Colliers 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 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 proceeding as may be necessary or desirable in its opinion to cure and remedy the default, including, but no limited to, proceedings to compel specific performance by the defaulting party.

9. Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon ten days prior written notice to Colliers of such termination, which shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay Colliers for Services rendered up to the date of termination in accordance with the provisions of Paragraph 4 hereof. Colliers shall release to the Authority each and every document in its possession relating to or regarding the Services.

10. 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 Compensations: 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 be maintained by Colliers 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 Colliers 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 Colliers and any right of the insurers to any set off or counterclaim on any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured un such policy.

(e) Prior to the date on which Colliers 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 Colliers 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 Colliers fails to do so within five days after receipt of written notice form the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from Colliers immediately upon demand by the Authority.

11. Indemnification and Hold Harmless. Colliers and its consultants agree to indemnify and defend, to the fullest extent possible, and hold harmless the Authority, and its officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgements, 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 Colliers negligent acts or omissions in connection with the performance of the Services.

12. 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 Colliers: Martha A. O'Mara, Executive Managing Director
Colliers International
160 Federal Street, Floor 11,
Boston, MA 02110

To Authority: Mr. Daniel P. Sullivan, Executive Director
Union County Improvement Authority
1499 Routes 1 and 9
Rahway, New Jersey 07065

13. Waiver. The waiver by either party of a default or a breach of any provisions 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.

14. Modifications. The provisions of this Agreement may be modified or

amended only by written agreement duly executed by both parties.

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

16. 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 thereto shall be venued in the courts of the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

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

18. Severability. In the event that any provisions of the 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.

19. 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.

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

21. 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 court competent jurisdiction, at any time.

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

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Daniel P. Sullivan, Executive Director

COLLIERS INTERNATIONAL

By: _____
Martha A. O' Mara,