



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. 45-2018

Date: September 12, 2018

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING SHARED SERVICES AGREEMENT WITH COUNTY OF UNION
FOR THE ADDITION OF COUNTY PROPERTIES TO THE CITY OF ELIZABETH
MIDTOWN REDEVELOPMENT DESIGNATION PLAN**

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

[Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	/		/				
<i>D'Elia</i>	/		/				/
<i>Gunderman</i>	/		/				
<i>Hockaday</i>	/		/				
<i>Huff, Treasurer</i>	/		/				
<i>Lattimore</i>		/					
<i>Salerno, Secretary</i>	/		/			/	
<i>Bornstad, Vice Chair</i>		/					
<i>Rountree, Chairwoman</i>	/		/				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING SHARED SERVICES AGREEMENT WITH COUNTY OF UNION
FOR THE ADDITION OF COUNTY PROPERTIES TO THE CITY OF ELIZABETH
MIDTOWN REDEVELOPMENT DESIGNATION PLAN**

WHEREAS, a regular meeting of the Union County Improvement Authority (the "Authority") was held on September 12, 2018; 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 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 (hereinafter the "Project"); and

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

WHEREAS, both the County and the UCIA, based upon their mutual review of the Colliers Report, have determined that the County office space and leased premises associated therewith, do not adequately meet the foreseeable needs of the County; and

WHEREAS, the County desires the UCIA to institute a preliminary assessment for reviewing all County owned properties in the midtown area of the City of Elizabeth; and

WHEREAS, both the County and the UCIA agree that an additional shared services agreement is necessary to work with the City of Elizabeth to expand the Midtown Redevelopment designation/plan; 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 a more efficient, secure and economic manner; and

WHEREAS, the County and the UCIA desire to work jointly to assess and identify properties to best accomplish the occupancy goals and programming needs of the preliminary assessment, as more fully set forth in this Shared Services Agreement; and

WHEREAS, to facilitate the planning and implementation of the preliminary assessment, 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 preliminary assessment; 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, 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 County has adopted a resolution authorizing the execution of this Agreement; 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 Secretary 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

FOR THE ADDITION OF COUNTY PROPERTIES TO THE CITY OF ELIZABETH
MIDTOWN REDEVELOPMENT DESIGNATION PLAN

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 (hereinafter the "Project"); and

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

WHEREAS, both the County and the UCIA, based upon their mutual review of the Colliers Report, have determined that the County office space and leased premises associated therewith, do not adequately meet the foreseeable needs of the County; and

WHEREAS, the County desires the UCIA to institute a preliminary assessment for reviewing all County owned properties in the midtown area of the City of Elizabeth; and

WHEREAS, both the County and the UCIA agree that an additional shared services agreement is necessary to work with the City of Elizabeth to expand the Midtown Redevelopment designation/plan;

WHEREAS, both the County and the UCIA estimate that the cost to support assigned professionals and to acquire necessary redevelopment design plans from the City of Elizabeth, to wit, expanding the existing Elizabeth Midtown Redevelopment Plan to include all properties contained therein is approximately \$45,000.00; 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 a more efficient, secure and economic manner ; and

WHEREAS, the County and the UCIA desire to work jointly to assess and identify properties to best accomplish the occupancy goals and programming needs of the Project, as more fully set forth in this Shared Services Agreement; and

WHEREAS, 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;
- B. 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 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, upon the execution of this Agreement by the parties hereto, transfer to the UCIA, funds in the amount of \$45,000.00 to support assigned professional agreements and other Project costs.

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. This shall include but not be limited to engaging the City of Elizabeth to consider amending their Midtown Redevelopment Designation Plan to include the following County owned properties:
 - 603-27 Pearl Street (Block 6; Lot 834)
 - 629-635 Pearl Street (Block 6, Lot 835)
 - 24-40 Rahway Avenue (Block 6; Lot 920)
 - 52-54 Rahway Avenue (Block 6; Lot 921)
 - 111-115 Rahway Avenue (Block 6; Lot 997)
 - 100-110 S Pearl Street (Block 6; Lot 1310)
 - 154-164 S Pearl Street (Block 6; Lot 1326)
 - 300-334 S Pearl Street (Block 6; Lot 1327)
 - 348-378 S Pearl Street (Block 6; Lot 1328.A)
 - 2-42 Elizabethtown Plaza (Block 6; Lot 1360)
 - 1-49 Elizabethtown Plaza (Block 6; Lot 1366)
 - 400-414 Clarkson Ave Rear (Block 6; Lot 1400)
 - 61-99 W Grand Street (Block 6; Lot 1589)
- B. Hold and disburse from the Project Account the County's payment of \$45,000.00 to the UCIA referred to in Section 2 above.
- C. Provide any and all information/documentation to the City of Elizabeth to facilitate an amendment to the Elizabeth Midtown Redevelopment Designation Plan;
- D. Undertake anything else necessary to facilitate the UCIA's active and primary role in the planning of the Project;
- E. Obtain approvals and guidance of the necessary State and local agencies;
- F. Provide regular reports to and include the County's representatives as specified in Section 2(C) in all design and preconstruction progress meetings;
- G. During the performance of its duties, the UCIA shall provide copies of all documents to the County.
- H. The UCIA shall, at all times, cooperate fully with the County and expeditiously

respond to all County requests pertaining to the Project.

- I. 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. In the event there are any unused funds, such funds shall be remitted to the County.

4. Compensation. The UCIA agrees to provide the Services herein to the County in exchange for the sum of not to exceed \$45,000.00 to be paid upon approval and execution of this Agreement.

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 twelve (12) 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. 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..

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

IN WITNESS WHEREOF, the parties have, through the appropriate officials thereof, executed and sealed this agreement on this _____ day of _____, 2018.

**ATTEST:
AUTHORITY**

UNION COUNTY IMPROVEMENT

By: _____

By: _____
Daniel Sullivan, Executive Director

ATTEST:

COUNTY OF UNION

By: _____

By: _____

APPROVED AS TO FORM

COUNTY COUNSEL