



## UNION COUNTY IMPROVEMENT AUTHORITY

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

Resolution No. 63-2019

Date: November 6, 2019

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF  
UNDERSTANDING BETWEEN THE UNION COUNTY IMPROVEMENT AUTHORITY  
AND THE COUNTY OF UNION FOR THE PROVISION OF FINANCIAL  
MANAGEMENT SERVICES FOR CAPITAL PROJECTS**

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. L. W. B. - O*

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓				
<i>D'Elia, Treasurer</i>	✓		✓				
<i>Hockaday</i>	✓		✓				
<i>Lattimore</i>		✓					
<i>Marshall</i>	✓		✓				
<i>Mojica</i>	✓		✓				
<i>Salerno, Secretary</i>	✓		✓			✓	
<i>Huff, Vice Chair</i>	✓		✓				✓
<i>Bornstad, Chairman</i>	✓		✓				

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

**WHEREAS**, the UCIA is in need of financial management services for capital projects undertaken by the UCIA; and

**WHEREAS**, the County is able to and agrees to provide financial management services for the UCIA’s capital projects for an initial period of six (6) months, with three (3) options to renew each for a six (6) month period, to cover the costs of providing said financial management services to the UCIA in an amount not to exceed \$30,000; however, cost of same shall be paid by the County; and

**WHEREAS**, pursuant to N.J.S.A. 40:37A-44 et seq., the County may, for the purposes of aiding the UCIA and cooperating in the planning, undertaking, acquisition or operation of any public facility, appropriate funds to the UCIA in such installments and upon such terms as may be agreed upon with the UCIA; and

**WHEREAS**, pursuant to N.J.S.A. 40:37A-55(t), the UCIA 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 UCIA or to carry out any power given under the Act, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, pursuant to Resolution No. 2019-900 dated October 24, 2109 of the Union County Board of Chosen Freeholders, the County authorized the County Manager to enter into a Memorandum of Understanding between the County and the UCIA for the provision of the aforementioned financial management services for the UCIA’s capital projects (the “MOU”); and

**WHEREAS**, the UCIA wishes to enter into the MOU, which is appended hereto as Attachment “A” and made a part hereof, which sets forth the respective obligations and

responsibilities of the UCIA and the County for the provision of the financial management services and are acceptable to both parties.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNION COUNTY IMPROVEMENT AS FOLLOWS:**

1. The UCIA hereby authorizes the Executive Director to enter into and execute a Memorandum of Understanding in substantially the form appended hereto as Attachment "A" and made a part hereof, pursuant to which the County will provide financial management services for the UCIA's capital projects.
2. Such approval and execution by the Executive Director shall be deemed approval by the UCIA and no further action or approval shall be required.
3. This Resolution shall take effect immediately.

## ATTACHMENT "A"



## UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

### RESOLUTION 2019-900

OCTOBER 24, 2019

CHAIR BETTE JANE KOWALSKI

**WHEREAS**, the Union County Improvement Authority (UCIA) is in need of Financial Management Services for Capital Projects; and

**WHEREAS**, the County of Union (County) is able to and agrees to provide said financial management services for capital projects; and

**WHEREAS**, pursuant to N.J.S.A. 40:37A-44 et seq., a County may, for the purposes of aiding the Authority and cooperating in the planning, undertaking, acquisition or operation of any public facility, appropriate funds to the Authority in such installments and upon such terms as may be agreed upon with the Authority; and

**WHEREAS**, the services to be provided are in an amount not to exceed \$30,000.00 for the initial six (6) month period, with three (3) options to renew each for a six (6) month period to cover the costs of providing financial management services for capital projects; however, cost of same shall be paid by the County; and

**WHEREAS**, both parties shall be authorized to enter into a Memorandum of Understanding for Financial Management Services of Capital Projects upon the adoption of Resolutions by the UCIA and the County; and

**WHEREAS**, pursuant to the Memorandum of Understanding (MOU), which is attached hereto and made a part hereof, the obligations and responsibilities of the UCIA and the County are set forth more fully at length and are acceptable to both parties; and

**NOW, THEREFORE, BE IT RESOLVED** by the Union County Board of Chosen Freeholders that it hereby authorizes the County Manager to enter into a Memorandum of Understanding between the County of Union and the Union County Improvement Authority, substantially in the form attached hereto and made a part hereof, to provide financial management services for UCIA's capital projects, pursuant to the terms and conditions specified therein, in an amount not to exceed \$30,000.00 to be charged to Account No.'s 9/0-01-20-705-070-011; and

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute the attached Memorandum of Understanding upon approval by the Office of the County Counsel; and

**BE IT FURTHER RESOLVED** that this Memorandum of Understanding shall take effect immediately upon approval of the Board of Chosen Freeholders and the Board of the Union County Improvement Authority, for a period of six (6) months from the date of execution with three (3), six (6) month options to renew.

Subject to Sufficiency When Ordered :

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

*C. Kowalski*  
\_\_\_\_\_  
*B. J. Kowalski*  
\_\_\_\_\_

#### ✓ Vote Record - Resolution RES-2019-900

	Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rebecca Lynne Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kimberly Palmieri-Mouded	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andrea Staten	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Angela R. Garretson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sergio Granados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**UNION COUNTY IMPROVEMENT AUTHORITY**  
**AND**  
**COUNTY OF UNION, STATE OF NEW JERSEY**

**THIS MEMORANDUM OF UNDERSTANDING** (the "Memorandum" or "MOU") by and between THE COUNTY OF UNION COUNTY, NEW JERSEY, a public body corporate and politic of the state of New Jersey having offices at Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, NJ 07207 (the "County") and THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority"), a public body corporate and politic of the state of New Jersey having offices at Union County Administration Building, 10 Elizabethtown Plaza, 6th floor, Elizabeth, New Jersey 07207, each of which may be referenced herein individually as a "Party" or collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Union County Improvement Authority (UCIA) is in need of Financial Management Services for Capital Projects; and

**WHEREAS**, the County of Union (County) is able to and agrees to provide said financial management services for capital projects; and

**WHEREAS**, pursuant to N.J.S.A. 40:37A-44 et seq., a County may, for the purposes of aiding the Authority and cooperating in the planning, undertaking, acquisition or operation of any public facility, appropriate funds to the Authority in such installments and upon such terms as may be agreed upon with the Authority; and

**WHEREAS**, the services to be provided in an amount not to exceed \$30,000.00 for six (6) months; however, cost of same shall be paid by the County; and

**WHEREAS**, pursuant to Resolution No. xxxx-xxx dated October 24, 2019, the County has adopted a resolution authorizing the County Manager to enter into an MOU with the UCIA.

**WHEREAS**, pursuant to Resolution No. xxxx-xxx dated November , 2019, the UCIA has adopted a resolution authorizing its ability to enter into an MOU with the County.

WHEREAS, pursuant to the attached Memorandum of Understanding (MOU), the obligations and responsibilities of the UCIA and the County are set forth more fully at length and are acceptable to both parties.

WHEREAS, pursuant to the terms of the Memorandum of Understanding the County shall pay, by stipend, directly to the personnel identified in the MOU an amount not to exceed \$30,000.00 for six (6) months to cover the cost of providing financial management services for capital projects.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

## ARTICLE I

### DUTIES OF THE COUNTY

The County shall provide financial management services for UCIA capital projects.

## ARTICLE II

### DESIGNATED PERSONNEL AND PAYMENT OF SAME

Staff within the Department of Finance, as designated by the County Manager, will be assigned to complete the above scope of services, and shall be compensated in an amount not to exceed \$60,000.00 annually. The County Manager shall designate the financial liaison(s) between the County and the Authority, who shall attend meetings as necessary, and shall be responsible for approving sufficiency of funds for contracts authorized by the Authority for any new capital projects so authorized between the County and the Authority.

Stipends shall be paid directly from the SW line from the County's Department of Finance.

## ARTICLE III

### DUTIES OF THE UCIA

The UCIA shall cooperate with the County by securing and providing all necessary documentation. The UCIA shall meet with designated County personnel as required so that the County may efficiently and effectively provide financial management services for capital projects. In

addition the UCIA shall promptly provide any and all documents requested by designated County personnel for the purposes of providing financial management services for capital projects.

#### ARTICLE IV

This Memorandum of Understanding shall take effect immediately upon approval of the Board of Chosen Freeholders and the Board of the Union County Improvement. This agreement shall be for a period of six (6) months from the date of execution with three (3) six (6) months options to renew. This agreement can be extended upon mutual, written agreement by the parties.

Either party may terminate the agreement with thirty (30) days' prior written notice.

[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]



IN WITNESS WHEREOF, the County and the UCIA have executed this Memorandum of Understanding by having their authorized representatives affix their signatures in the spaces below.

**COUNTY OF UNION**

Witness

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

**UNION COUNTY IMPROVEMENT AUTHORITY**

Witness:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_