

UNION COUNTY UTILITIES AUTHORITY

1499 US Highway 1, Rahway, New Jersey 07065

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RESOLUTION NO.: 77-2016

DATE: December 21, 2016

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE AUTHORITY'S SHARED SERVICES AGREEMENT WITH THE UNION COUNTY IMPROVEMENT AUTHORITY

APPROVED AS TO FORM:

Joseph C. Bodek, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS

YES NO NONE REQUIRED
UNION COUNTY UTILITIES AUTHORITY

By:

By:

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri</i>	✓		✓				
<i>Criscione</i>		✓					
<i>Jackus</i>	✓		✓				
<i>Kahn</i>	✓		✓				
<i>Kennedy, Secretary</i>		✓					
<i>People, Treasurer</i>	✓		✓			✓	
<i>Scutari</i>	✓		✓				
<i>Erdos, Vice Chair</i>	✓		✓				
<i>Eastman, Chairman</i>	✓		✓				
<i>Lombardo, Alternate No. 1</i>	✓		✓				
<i>McManus, Alternate No. 2</i>	✓		✓				✓

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY
AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE
AUTHORITY'S SHARED SERVICES AGREEMENT WITH THE UNION
COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, the Union County Improvement Authority (the "UCIA") has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey, as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.* and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Union County Utilities Authority (the "UCUA") has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with County Utilities Authorities Law, N.J.S.A. 40:14B-1 *et seq.* 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.* (the "Act") authorizes the UCIA and the UCUA to do all acts and things necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, pursuant to the Act, the UCUA and the UCIA entered into a five year Shared Services Agreement ("Agreement") in August 2014 authorizing, in pertinent part, the UCIA's use of the UCUA's office space; and

WHEREAS, due to the UCUA's need for certain staff services during the temporary leave of its deputy clerk, the UCUA has requested that the UCIA permit the UCUA to utilize the services of certain staff, as designated by the UCIA and agreed to by the UCUA, until the UCUA's need for such services has ended; and

WHEREAS, the UCIA and the UCUA wish to modify the terms of their Agreement to provide for the use of the services described above by the UCUA in exchange for a monthly payment from the UCUA to the UCIA as set forth in, and subject to, the terms contained within the Addendum 1 to the Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Union County Utilities Authority:

1. Approves Addendum 1 to the Agreement, regarding the provision of staff services as needed by the UCUA during the temporary leave of the UCUA's deputy clerk.
2. Authorizes the Authority's Chairman to execute Addendum 1 to the Agreement in a form substantially similar to that which is attached hereto.
4. This Resolution shall take effect immediately.

ADDENDUM 1 TO SHARED SERVICES AGREEMENT
BETWEEN THE UNION COUNTY UTILITIES AUTHORITY AND
THE UNION COUNTY IMPROVEMENT AUTHORITY

This Addendum, by and among the Union County Utilities Authority (“UCUA”) and the Union County Improvement Authority (“UCIA”), shall be effective as of October 1, 2016.

1. Article I of the August 2014 Shared Services Agreement between the UCUA and UCIA (hereinafter “Agreement”) (a copy of which is attached hereto) of which this Addendum shall hereby become a part, is modified by inserting the following supplemental section, “Section 1.01a”, as follows:

“Section 1.01a Staff Services. The UCIA shall permit the UCUA to utilize the services of certain staff, as designated by the UCIA and agreed to by the UCUA, to provide to the UCUA certain services during the temporary leave of the UCUA’s deputy clerk. Such services are anticipated to be utilized for no longer than four (4) months, effective October 1, 2016, but may be terminated at the UCUA’s sole discretion at any time upon notice to the UCIA.”

2. Article I of the Agreement is modified by inserting the following supplemental section, “Section 1.01b”, as follows:

“Section 1.01b Payment for Staff Services. In payment for the services set forth in Section 1.01a, the UCUA shall pay \$750.00 per month to the UCIA, and any pro rata amount when the services are provided for less than a full month, inclusive of all costs for the Staff Services set forth therein. Upon full execution of this Agreement, the payments contemplated in this Section shall be made by the UCUA no later than thirty (30) days following the end of each month during which the staff services have been furnished to the UCUA by the UCIA.”

3. No other modifications to the terms of the Agreement are authorized by this Addendum 1, other than those set forth in paragraphs 1 and 2 above. All other terms of the Agreement shall remain in full force and effect.

4. This Addendum shall become effective as of the date set forth herein above upon execution by all parties hereto. It is understood, however, that the Agreement and this Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Contract and Addendum.


<<<<< SIGNATURE PAGE FOLLOWS >>>>>

IN WITNESS WHEREOF, the UCUA has caused these presents to be duly executed and the UCIA have caused these presents to be duly executed, as of the day and year first above written.

ATTEST:

By: _____

UNION COUNTY UTILITIES AUTHORITY

By:  _____

ROY EASTMAN
Chairman

Date

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

TONY SCUTARI
Chairman

Date

**SHARED SERVICES AGREEMENT BETWEEN THE
UNION COUNTY UTILITIES AUTHORITY AND THE
UNION COUNTY IMPROVEMENT AUTHORITY**

THIS SHARED SERVICES AGREEMENT, made this 20th day of August, 2014 (the "Agreement") by and between the Union County Improvement Authority, a public body corporate and politic of the State of New Jersey, and the Union County Utilities Authority of Union, a public body corporate and politic of the State of New Jersey. The Effective Date of this Agreement shall be August 1, 2014.

WITNESSETH:

WHEREAS, the Union County Improvement Authority (the "UCIA") has been created by a resolution of the Board of Chosen Freeholders of the County of Union, New Jersey, as a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.* and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Union County Utilities Authority (the "UCUA") has been created by a 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 Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 *et seq.* and the acts amendatory thereof and supplemental thereto; and

WHEREAS, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* authorizes the UCIA and the UCUA to do all acts and things necessary, convenient or desirable to carry out and perform such agreements and to provide for the discharge of their respective obligations; and

WHEREAS, the UCIA and the UCUA have each determined that it will be economical, efficient and otherwise advantageous to them and the residents and taxpayers of Union County to enter into a Shared Services Agreement (the "Agreement"); and; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
SCOPE**

Section 1.01 Office Space. The UCUA shall provide space in its premises at the Union County Resource Recovery Facility in Rahway, New Jersey (the "Premises") to the UCIA. The UCIA shall be permitted to move all staff, files, records, electronic equipment, and other related office items to the space provided in the Premises.

Section 1.02 Telephone System. The UCUA shall provide telephone reception services and telecommunication systems in its Premises to the UCIA.

Section 1.013 Signage. The UCIA shall provide signage as appropriate to reflect that the Premises are occupied by both the UCIA and UCUA.

Section 1.03 Compensation. In payment for the Premises, the UCIA shall pay \$6,340.34 per month to the UCUA, inclusive of all costs for the Premises, utilities, signage, telephone system and use of office equipment.

Section 1.04 Term. This Agreement shall commence on August 1, 2014 and shall continue for a term of five (5) years. The Term may be extended by mutual consent of the parties for no more than two additional terms of six (6) months each. Either party to this Agreement may terminate this Agreement on thirty (30) days written notice to the other party.

Section 1.05. Duties of the UCIA. During the Term of this Agreement, the UCIA shall be and remain an independent public body corporate and politic of the State of New Jersey, created and existing pursuant to and in accordance with County Improvement Authorities Law, N.J.S.A. 40:37A-44 *et seq.* The UCIA shall continue to manage and direct its outstanding projects, operations, and undertakings and shall be responsible for complying with all federal and state laws and regulations, including, but not limited to, completing and filing an annual audit in accordance with N.J.S.A. 40A:5A-15. The UCIA shall provide insurance for its operations and its employees, maintain its own bank accounts, and pay its bills and invoices. UCIA staff shall remain employees of the UCIA, and shall receive their salaries from the UCIA.

ARTICLE II LIABILITIES

Section 2.01. 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.

Each of the UCIA and the UCUA shall be liable to the other for its 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.*

ARTICLE III MISCELLANEOUS

Section 3.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 3.02. Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 3.03. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

Section 3.04. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall 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.

Section 3.05. Execution of Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 3.06. Authority to Enter into Agreement. The Parties represent and warrant that:

- a. They are fully authorized to enter into this Agreement;
- b. They have taken all necessary and internal legal actions to duly approve the making and performance of this Agreement, including the adoption of any and all necessary resolutions, and that no further or other internal approval is necessary;
- c. The making and performance of this Agreement will not violate any provisions of law or of their respective articles of incorporation, charter, code or bylaws.

Section 3.07. Filing Required. A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

Section 3.08. No Authority to Bind. Neither party shall have the right or authority to create any obligation or responsibility, either express or implied, on behalf of or in the name of the other, other than as specifically set forth herein, or to bind the other party contractually in any manner whatsoever.

IN WITNESS WHEREOF, the UCIA and the UCUA have caused their respective seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

UNION COUNTY UTILITIES AUTHORITY

By: Jim M. da Silva

By: James D. Huff
James Huff, Chairman

[SEAL]

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: Daniel P. Sullivan

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

[SEAL]