

**MEMORANDUM OF AGREEMENT BY AND BETWEEN  
THE UNION COUNTY IMPROVEMENT AUTHORITY  
AND  
THE COUNTY OF UNION, STATE OF NEW JERSEY  
FOR THE PLANNING, DESIGN AND CONSTRUCTION OF A  
NEW UNION COUNTY GOVERNMENT COMPLEX  
TO BE UNDERTAKEN, FINANCED AND COMPLETED  
PURSUANT TO THE PROVISIONS OF THE NEW JERSEY LOCAL  
REDEVELOPMENT AND HOUSING LAW N.J.S.A 40A:12A-1, ET SEQ.**

This **MEMORANDUM OF AGREEMENT** (the "Agreement") is made on June 14<sup>th</sup>, 2020 (the "Effective Date") by and between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a body corporate and politic of the State of New Jersey, having offices at 1499 Route 1 and 9, Rahway, New Jersey 07065 (hereinafter, referred to as the "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, the "County"). The UCIA and the County may individually be referred to as a "Party," and collectively, as the "Parties."

**WITNESSETH:**

**WHEREAS**, the County created 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 (the "Act"), for the express purpose of, among other things, facilitating the development and financing of public facilities and development projects within the County; and

**WHEREAS**, pursuant to the Act, the UCIA is authorized to provide public facilities as such term is defined therein, within the County which includes the financing, acquisition and/or construction of such public facility and to act as a Redevelopment Entity for purposes of the New Jersey Local Redevelopment and Housing Law (hereinafter referred to as the Redevelopment Law); and

**WHEREAS**, the County previously assessed its long-term occupancy requirements, specialized space and security of a number of County-owned properties; and

**WHEREAS**, based, upon the Parties' mutual review of a report prepared by Colliers International (the "Colliers Report"), the Parties 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 to have the UCIA undertake a redevelopment project as defined by N.J.S.A. 40A:12A-1 in order to meet the County's long term occupancy requirements specialized space and security needs for County-owned properties (the Project); and

**WHEREAS**, the County is presently the fee simple owner of real property within the City of Elizabeth, New Jersey located at 61-99 West Grand Street and designated as Block 6, Lot 1589 on the official tax map of the City of Elizabeth (hereinafter referenced as the "Project Area"); and

**WHEREAS**, on January 22, 2019 the City Council of the City of Elizabeth adopted a Resolution declaring the Project Area a non-condemnation redevelopment area pursuant to the provisions of the Redevelopment Law. On April 28, 2020 the City Council adopted an Ordinance approving the 61-99 West Grand Street Redevelopment Plan with respect to the Project Area. On December 23, 2019 the City Council designated the Authority as the redevelopment entity for the Project Area. The Authority, as the designated Redevelopment Entity for the Project Area is entering into this Agreement in order to undertake the Redevelopment Project on behalf of the County in order to finance, develop and construct a new County Government Complex and to serve as the redevelopment entity for purposes of the redevelopment project; 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 continue the Project to develop occupancy options in a more efficient, secure and economical manner; 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**, pursuant to N.J.S.A. 40A:1 1-5(2), the UCIA and the County are each authorized to enter into this Agreement without public advertising for bids; and

**WHEREAS** each of the Parties hereto 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. **Incorporation of Recitals.** 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, shall provide regular reports and provide regular guidance in accordance with the instructions of the Freeholders, to the UCIA as the Project moves

forward; and

- D. The County shall, upon the execution of this Agreement by the Parties hereto, transfer to the UCLA funds in the amount of \$750,000.00 to support Authority expenses for the Government Complex Redevelopment Project including assigned professional agreements and other Project costs.
- E. The County shall encumber and utilize an additional \$395,000.00 to support its costs incurred in furtherance of the Redevelopment Project including, but not limited to, the cost of County personnel or resources expended in support of said Project, as approved by the County Manager.
- F. The County shall identify and assign County personnel to the Authority in order to assist with the financing, construction and completion of the County Government Complex Redevelopment Project including Project management and other necessary services as may be needed from time to time as well as participation in the Project Team evaluation of the proposals for the selection of Successful Respondent, designation of Successful Respondent as a Project Redeveloper and negotiation of a Redevelopment Agreement.

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

- A. Prepare technical specifications for site remediation plans;
- B. Prepare technical specifications for any and all necessary demolition;
- C. Prepare geotechnical soil study and foundation analysis;
- D. Provide regular reports, including a monthly accounting report of all encumbrances and disbursements of the funds referred to Section 2.D.,  
The UCLA shall cooperate fully with the County and expeditiously respond to all County requests pertaining to the Project. The UCLA and the County shall coordinate in the selection and procurement of the aforementioned team of professionals. The UCLA shall coordinate with the County in preparation of procurement documents and professional services contracts. The coordination of these efforts shall extend to any

subsequent designation of professionals and preparation of documents.

- E. The Authority, in conjunction with the County shall prepare, publish and negotiate any necessary procurement documents for evaluation, selection and designation of a Project Redeveloper for development and construction of the Government Complex.
- F. The Authority, in conjunction with the County shall negotiate a Government Complex Redevelopment Agreement with its designated redeveloper and the County for development and construction of the Complex.
- G. The Authority, in conjunction with the County shall issue bonds and complete any necessary financing for construction of the Government Complex Project.
- H. The UCIA shall provide monthly accounting of all encumbrances and disbursements of the funds in Section 2.D.. to the County Manager.

4. Effective Date. The Agreement shall become effective upon its execution, immediately following the Parties' adoption of resolutions approving the execution of this Agreement.

5. Term. The term of this Agreement shall be for a period of thirty-two (32) months or until the Project is accepted by the UCIA and the County, whichever is longer.

6. Termination. This Agreement may be terminated, with or without cause, by either Party upon thirty (30) days' written notice to the other Party.

7. Funding for this Agreement. Payments made pursuant to this Agreement shall not exceed \$1,145,000.00. Notice of all expenditures from said balance shall be provided to the County Manager within thirty (30) days of such expenditures. In addition, the UCIA shall provide monthly reports of the funds expended pursuant to this Agreement in accordance with Section 2.D. hereof.

8. Indemnification by the County. To the extent permitted by law, the County will

protect, indemnify, defend and hold the UCIA, and its officers, members, employees, agents, successors and assigns, free and harmless from and against any and all claims, debts, liabilities, obligations, losses, fines, penalties, judgments, assessments, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses), liens and encumbrances (collectively, the "Claims") arising out of the breach in the performance of any term, condition, covenant, and/or obligation under this Agreement, or any other acts or omissions by the County that result in any Claims against the UCIA.

9. Indemnification by the UCIA. To the extent permitted by law, the UCIA will protect, indemnify, defend and hold the County, and its officers, members, employees, agents, successors and assigns, free and harmless from and against any and all claims, deb , liabilities, obligations, losses, fines, penalties, judgments, assessments, damages, costs and expenses including without limitation, reasonable attorneys' fees and expenses), liens and encumbrances (collectively, the "Claims") arising out of the breach in the performance of any term, condition, covenant, and/or obligation under this Agreement, or any other acts or omissions by the UCIA that result in any Claims against the County.

10. Limitation of Liabilities. In addition to the other rights and remedies of the Parties hereto, and to the fullest extent permitted by law, each Party 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.

11. Compliance with Applicable Laws. Each Party is responsible for compliance with any and all statutes, rules and regulations as may be applicable during the term of this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, the integration of all signature pages constituting the final agreement.

13. 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 Party.

14. Modification. Modifications, waivers or amendments of this Agreement shall be effective only if set forth in a writing signed by each Party after the appropriate resolutions by each Parties' governing bodies have been adopted approving all such modifications, waivers and amendments.

15. Provisions of Law. All provisions of law which are not enumerated in this Agreement but which are required to be made a part hereof are hereby deemed incorporated herein.

16. Severability. If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or applications 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.

17. Assignment. Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the prior written consent of the other Party, except that the County acknowledges and recognizes that the UCIA shall, in certain instances, undertake the Project and related services required herein through the use of its professionals and consultants.

18. Notices. Any notice or other communication which is required to be given hereunder shall be in writing and shall be deemed to have been validly given if faxed to the telephone number set forth below, delivered in person or mailed by certified mail or registered mails, addressed as follows:

**If to UCIA:** Daniel P. Sullivan, Executive Director  
Union County Improvement Authority  
1499 Routes 1 and 9  
Rahway, New Jersey 07065  
Telephone No.: (732) 382-9400  
Email: [dsullivan@ucua.org](mailto:dsullivan@ucua.org)

**with a copy to:** David Minchello, Esq.  
Rainone Coughlin Minchello  
555 Route One South, Suite 440  
Iselin, New Jersey 08830  
Telephone No.: (732) 709-4182  
Email: [dminchello@njrcmlaw.com](mailto:dminchello@njrcmlaw.com)

**If to County:** Edward T. Oatman, County Manager  
Union County Administration Building  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207  
Telephone No. (908) 527-4200  
Email: [eoatman@ucnj.org](mailto:eoatman@ucnj.org)

**with a copy to:** Robert E Barry, Esq.  
Executive Deputy County Counsel  
Union County Administration Building  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207  
Telephone No. (908) 527-4250  
Email: [rbarry@ucnj.org](mailto:rbarry@ucnj.org)

Jonathan L. Williams, Esq.  
DeCotiis, Fitzpatrick, Cole & Giblin, LLP  
61 South Paramus Road, Suite 250  
Paramus, New Jersey 07652  
Telephone No. (201) 928-5201  
Email: [jwilliams@decotiislaw.com](mailto:jwilliams@decotiislaw.com)

**(SIGNATURES ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties have, through the appropriate officials thereof, executed and affixed the appropriate seal(s) on this 4<sup>th</sup> day of Aug, 2020.

ATTEST:

UNION COUNTY IMPROVEMENT  
AUTHORITY

By: [Signature]

By: Daniel P. Sutton

ATTEST:

COUNTY OF UNION

By: [Signature]

By: [Signature]

APPROVED AS TO FORM

[Signature]  
COUNTY COUNSEL