Public Meeting (Board Meeting)

Date: Oct 23, 2018 - 5:30 PM
Location: County Administration Building
220
401 Grand Street
Paterson, NJ 07505

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE CITY OF CLIFTON TO MANAGE AND OPERATE THE VAN-WAGONER HOUSE MUSEUM IN CLIFTON, NJ, ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:

REVIEWED BY:

Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

William J. Pascrell, III, Esq.
COUNTY COUNSEL

Administration and Finance
COMMITTEE NAME

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PRES. = present  ABS. = absent  
MOVE = moved  SEC = seconded  
AYE = yes  NAY = no  ABST. = abstain  
RECU. = recuse

Dated: October 24, 2018
RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF PASSAIC AND THE CITY OF
CLIFTON TO MANAGE AND OPERATE THE VAN-WAGONER
HOUSE MUSEUM IN CLIFTON, NJ

WHEREAS the City of Clifton, a municipality within the County
of Passaic, owns and operates a Museum known as the Hamilton
Van-Wagoner House Museum, at 971 Clifton Avenue in the City of
Clifton, which offers tours and historic interpretation of the City and
surrounding areas; and

WHEREAS the County of Passaic, through its Department of
Cultural & Historic Affairs, has offered to be the manager and
operator of the said Hamilton Van-Wagoner Museum on behalf of the
City of Clifton; and

WHEREAS both the City and County are desirous of entering
into such a Shared Services Agreement by which the said Passaic
County Department of Cultural & Historic Affairs would manage and
operate the said Museum for the annual sum of $45,000; and

WHEREAS the proposed Agreement would be for a period of
one (1) year from January 1, 2019 to December 31, 2019 with the
City of Clifton having four (4) one (1)-year options to be exercised
sixty (60) days prior to each expiration date (copy of proposed
Agreement attached hereto and made part hereof); and

WHEREAS the Freeholder Committee for Finance &
Administration reviewed this matter at its October 10, 2018 meeting
and recommended that it be approved by the full Board.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen
Freeholders of the County of Passaic that it hereby authorizes a
Shared Services Agreement by and between the County of Passaic
and the City of Clifton to permit the County of Passaic, through its Department of Cultural & Historic Affairs, to manage and operate the City-owned Hamilton Van-Wagoner House Museum for the annual sum of $45,000 for at least a one (1) year period with four (4) one (1)-year options to renew on behalf of the City of Clifton.

**BE IT FURTHER RESOLVED** that the Director and Clerk to the Board as well as the County Counsel are authorized to execute this Agreement on behalf of the County of Passaic.

October 23, 2018
SHARED SERVICES AGREEMENT

between the

COUNTY OF PASSAIC

and

CITY OF CLIFTON

for the Management of the Hamilton Van-Wagoner House Museum

WHEREAS, the County of Passaic (hereafter “County”) is a corporate body politic of the State of New Jersey, with its principal offices located at 401 Grand Street, Room 205, Paterson, New Jersey and the City of Clifton (hereafter “City”) is a corporate body politic of the State of New Jersey, with its principal offices located 900 Clifton Avenue, Clifton, New Jersey (collectively referred to as the “Parties”); and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., allows for any local unit to enter into an agreement with any other local unit or unites provide or receive any services that each participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7; and

WHEREAS, the City owns the Hamilton Van-Wagoner House Museum (hereafter “Museum”), located at 971 Valley Road, Clifton, New Jersey 07013, an 18th century Dutch Colonial house which operates as a museum, offering tours and historic interpretation of the City;

WHEREAS, the County and City recognize a need for and wish to enter into a Shared Services Agreement (hereafter “Agreement”) for the County to manage and operate the Hamilton Van-Wagoner House Museum on their behalf through the County’s Department of Cultural and Historic Affairs, as outlined herein;

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County and City each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto and made part of this Agreement; and

NOW, THEREFORE, BE IT AGREED, in consideration of the premises and of the covenants, terms, and conditions hereinafter set forth, the County and City agree to perform in accordance with the provisions, terms, and conditions set forth in this Agreement as follows:

1. **Term.** The Agreement shall commence on January 1, 2019 and remain in full force and effect for one (1) year, terminating December 31, 2019, unless terminated sooner as provided in Section 8.

2. **Project Description.** The County of Passaic, through the Passaic County Department of Cultural and Historic Affairs, shall serve as the designated manager and operator of the Hamilton Van-Wagoner House Museum for the City of Clifton.
3. Responsibilities.

a. Passaic County Responsibilities.

i. Operate regular hours at the Museum on a set schedule, Wednesday through Sunday, 9:00 AM to 5:00 PM, with the County retaining the right to close because of an emergency, holiday, or other unknown circumstance;

ii. The Museum will be open at a minimum of thirty five (35) hours per week;

iii. Provide regularly scheduled guided tours and special events and exhibits for the general public;

iv. Conduct education programs including and special exhibits for the Clifton School District, in addition to redeveloping the education programs offered;

v. Catalogue existing collection of artifacts and reorganizing all collection and accession records;

vi. Supervise all activities at the Museum, including any employees and volunteers;

vii. Initiate and manage public relations, marketing programs, and communications on behalf of the Museum;

viii. Develop and expand Museum membership through various targeted campaigns;

ix. Generate ongoing management reports for the Hamilton House Museum Restoration Association, Inc. and the City;

x. Identify grant opportunities and assist in developing and submitting applications for capital improvement and programming projects;

xi. Assist and monitor any capital improvement and preservation projects at the Museum;

xii. Prepare and assess routine maintenance reports for the Museum and its surrounding grounds;

xiii. Reassess and develop a new interpretive plan for the Museum to be used as a guide for all future programming;

xiv. Develop a formal volunteer program;

xv. Develop a website and social media presence to increase visitation and awareness of the Museum;

xvi. Partner with local universities on student research and internship programs; and

xvii. Serve as a liaison for various preservation agencies, including but not limited to the New Jersey Historic Trust, State Review Board of Historic Sites, and other
historical, educational, and social groups in the City, County, and State of New Jersey.

b. City of Clifton Responsibilities.

i. By entering into this Agreement, the City hereby formally appoints the County’s Director of Cultural and Historic Affairs as the Executive Director of the Museum. Such appointment is purely for purposes of managing the operation of the Museum as described herein, and is not intended to grant the County’s Director with any tenure or employment rights with the City;

ii. The City shall post notices on the City website and elsewhere, as appropriate, notifying residents that the County will be managing and operating the Museum, and all related functions;

iii. Provide ongoing maintenance and clean-up of the Museum and grounds, including but not limited to regular garbage and recycling pick-up, daily cleaning of the Museum’s interior, landscaping, and other functions related to the upkeep of the Museum;

iv. Provide security measures necessary to protect City and County property within the Museum;

v. All capital improvement projects and emergency repairs that may be necessary to maintain the integrity of the Museum;

vi. Provide the County with keys to the Museum, and any other items necessary to ensure regular access for County personnel, with sole access and opening of the Museum being under control of the County and City; and

vii. Evict any residents of the Museum.

4. **Compensation.**

a. The County shall perform the services as described herein for a yearly annual rate of forty five thousand dollars ($45,000.00);

b. The County will invoice the City for services described herein quarterly on January 1, April 1, September 1, and November 1 of each year of the Agreement, at a rate of eleven thousand two hundred and fifty dollars ($11,250.00) per invoice;

c. Payment shall be rendered to the County by the City within thirty (30) days of receiving an invoice from the County; and

d. The Parties recognize that the County is making no direct payments to the City under this Agreement. Should the County terminate this Agreement without performing its obligations hereunder, the County shall have no liability to the City for damages, direct or consequential. The City shall receive a prorated credit if the early termination option is exercised, and be returned any monies paid for services that are no longer being rendered.
5. **Dispute Resolution.**

   a. **Mandatory Mediation.** In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objecting party must participate in the mediation. The costs of such Non-Binding Mediation shall be borne equally by both Parties.

   b. **Procedure.** The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator’s program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.

   c. **Non-Binding Effect.** Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

   d. **Judicial Proceedings.** Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Passaic County.

   e. **Temporary Injunctive Relief.** Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Passaic County.

6. **Employment Reconciliation.** No employees are intended to be transferred or terminated by virtue of this Agreement.

7. **Notice.** All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a party has been notified of a change of address:

   **To:** County of Passaic  
   401 Grand Street, Room 205  
   Paterson, NJ 07505  
   Attn: Matthew P. Jordan, Esq., Dep. County Administrator

   **To:** City of Clifton  
   900 Clifton Avenue  
   Clifton, New Jersey  
   Attn: Dominick Villano, City Manager

8. **Termination.** Each party shall have the right to terminate this Agreement upon ninety (90) days written notice served upon the Parties by Certified Mail, Return Receipt Requested.

9. **Indemnification.** To the fullest extend allowable by the law, each party, their successors, and assigns shall hold harmless, indemnify, defend, and release the other party and their members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without
limitation, reasonable attorney’s fees arising from or in any way connected with the other party’s performance, attempted performance, or failure to perform in connection with this Agreement or other activities as described in the Agreement, including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission, condition, or other manner related to this Agreement, regardless of cause, unless due to the negligence of any of the indemnified parties.

10. **Assignment.** The County may not assign its rights or obligations under this Agreement without prior approval via resolution of the Clifton City Council.

11. **Severability/Waiver.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

12. **Governing Law.** This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

13. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.

14. **Amendments and Modifications.** This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein. Moreover, for the amendment to be valid and binding on the City County, it must be accompanied by a resolution authorizing same.

15. **Options to Extend.** The City shall retain four (4) one (1) year options to extend the Agreement upon notice to the County sixty (60) days prior to its expiration by Certified Mail, Return Receipt Requested.

16. **Authority.** By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained therein.
IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth below:

Attest:

Louis I. Inhof
Clerk, Board of Chosen Freeholders

COUNTY OF PASSAIC

Cassandra Lazzara
Director, Board of Chosen Freeholders

As to form and legality:

William J. Fescrell, Esq.
Passaic County Counsel

CITY OF CLIFTON

Attest:

Nancy Ferraro
City Clerk, City of Clifton

James Anzaldi
Mayor, City of Clifton