

Passaic County Board of Chosen Freeholders

OFFICE OF THE
PASSAIC COUNTY FREEHOLDERS

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Deputy Director Bruce James
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William J. Pascrell, III, Esq.
County Counsel
Louis E. Imhof, III, RMC
Clerk Of The Board



Public Meeting (Board Meeting)

Date: Apr 10, 2018 - 5:30 PM

Location: County Administration Building
220
401 Grand Street
Paterson, NJ 07505

Agenda: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BY & BETWEEN THE COUNTY OF PASSAIC AND THE PASSAIC COUNTY IMPROVEMENT AUTHORITY FOR THE ADMINISTRATION OF A TOURISM AND MARKETING CAMPAIGN, 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

Official Resolution#	R20180274							
Meeting Date	04/10/2018							
Introduced Date	04/10/2018							
Adopted Date	04/10/2018							
Agenda Item	k-11							
CAF #								
Purchase Req. #								
Result	Adopted							
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.	RECU.
Lazzara	✓				✓			
James	✓			✓	✓			
Akhter		✓						
Bartlett	✓				✓			
Best Jr.	✓		✓		✓			
Duffy		✓						
Lepore		✓						

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

Dated: April 11, 2018

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BY & BETWEEN THE COUNTY OF PASSAIC AND THE PASSAIC COUNTY IMPROVEMENT AUTHORITY FOR THE ADMINISTRATION OF A TOURISM AND MARKETING CAMPAIGN

WHEREAS the Board of Chosen Freeholders of the County of Passaic by Resolution R-2013-0364 dated May 28, 2013 created a Destination Marketing Organization (DMO) for the express purpose to assist in the improvement, furtherance, and promotion of tourism throughout Passaic County; and

WHEREAS as part of that Resolution, the Board determined that it would be appropriate that the responsibility for operating the said DMO should be assigned to the Passaic County Improvement Authority; and

WHEREAS recently the Friends of the Passaic County Parks, Inc., a not-for-profit corporation organized by the said Board of Chosen Freeholders, has expressed an interest in helping to do more to promote tourism throughout Passaic County, and, consequently, it would be appropriate to allow the Friends of Passaic County Parks, Inc. to manage as the Destination Marketing Organization; and

WHEREAS as a consequence, the said Board by Resolution R-2018-0135 dated February 27, 2018 designated the Friends of Passaic County Parks, Inc. instead of the PCIA-designated Friends of Passaic County Parks, Inc. to henceforth be the County of Passaic Destination Marketing Organization; and

WHEREAS in order to fund a marketing campaign to promote and continue to grow tourism throughout Passaic County, the Board and PCIA are desirous of entering into a

Uniform Shared Services and Consolidation Act (N.J.S.A.

40A:65-1 et seq.) to outline the shift of administration of the tourism and marketing campaign back to the Board for a three (3) year period from April 1, 2018 to March 31, 2021 (copy of proposed Agreement attached hereto and made a part hereof); and

WHEREAS the Freeholder Committee for Finance & Administration at its February 28, 2018 meeting reviewed the matter and is recommending 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 the execution of a Shared Services Agreement by and between the County of Passaic and the Passaic County Improvement Authority with regard to the administration of a tourism and marketing campaign as set forth in the Agreement attached to this Resolution.

BE IT FURTHER RESOLVED the Director and Clerk to the Board, as well as the Passaic County Counsel, be authorized to execute the Shared Services Agreement on behalf of the County of Passaic.

April 10, 2018

SHARED SERVICES AGREEMENT

between the

COUNTY OF PASSAIC

and

PASSAIC COUNTY IMPROVEMENT AUTHORITY

for the administration of a tourism and marketing campaign

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 Passaic County Improvement Authority (hereafter "PCIA") is a corporate body politic of the State of New Jersey, with its principal offices located at 930 Riverview Drive, Suite 250, Totowa, NJ 07512 (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 units to 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, over the last ten years, Passaic County has led New Jersey in the growth of its tourism economy, with five percent growth in 2017, the indirect spending of which supports local business, creates jobs, and increases property values; and

WHEREAS, the Passaic County Board of Chosen Freeholders (hereafter "Board") continue to invest significant funds in the Passaic County Park System and historic sites, and created a Department of Cultural & Historic Affairs to coordinate events, manage marketing efforts, and bring new visitors to landmarks in Passaic County; and

WHEREAS, the County and PCIA recognize a need for and wish to enter into a Shared Services Agreement (hereafter "Agreement") for the PCIA to fund a tourism and marketing campaign for the County, to continue tourism growth; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the County and PCIA 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 promises and of the covenants, terms, and conditions hereinafter set forth, the County and PCIA 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 April 1, 2018 and remain in full force and effect for three (3) years, terminating March 31, 2021, unless terminated sooner as provided in Section 8.
2. **Project Description.** The County of Passaic, through the Department of Cultural & Historic Affairs, will be designated to administer a tourism and marketing campaign highlighting Passaic County's rich history and bright future.

3. Passaic County Responsibilities.

- i. Develop and implement a marketing and tourism campaign to highlight Passaic County landmarks, including but not limited to the Passaic County Park System, the Great Falls National Historical Park, Ringwood State Park, local restaurants and eateries, and other sites of significance; and
- ii. Recruit and hire an employee designated to undertake the tourism and marketing efforts as outlined herein;
- iii. Coordinate with entities designated to undertake tourism related activities, including the Friends of Passaic County Parks, Inc., the History and Tourism Board, and other local agencies designated to undertake similar efforts; and
- iv. Develop marketing materials, design and implement county-wide special events, and act as a liaison to local businesses and restaurants to coordinate and advertise other community programs and events within Passaic County.

4. Compensation.

- a. The County shall perform the services as described herein for a yearly annual rate of one hundred thousand dollars (\$100,000.00);
- b. Payment shall be rendered to the County by the PCIA within thirty (30) days of receiving an invoice from the County, by no later than May 1st of each year of the Agreement; and
- c. The Parties recognize that the County is making no direct payments to the PCIA under this Agreement. Should the County terminate this Agreement without performing its obligations hereunder, the PCIA shall have no liability to the County for damages, direct or consequential.

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 exclusively by the PCIA.
- 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 give 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: Passaic County Improvement Authority
930 Riverview Drive, Suite 250
Totowa, NJ 07512
Attn: Nicole Fox, Executive Director
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 extent allowable by the law, the County, its successors, and assigns shall hold harmless, indemnify, defend, and release the PCIA 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 County'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 PCIA.
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 County, it must be accompanied by a resolution authorizing same.
15. **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:

COUNTY OF PASSAIC

Louis J. Imhof
Clerk, Board of Chosen Freeholders

Cassandra Lazzara
Director, Board of Chosen Freeholders

As to form and legality:

William J. Pascrell, Esq.
Passaic County Counsel

Attest:

PASSAIC COUNTY IMPROVEMENT AUTHORITY

Nicole Fox
Executive Director, PCIA

Dennis Marco
Chairman, PCIA