

MANAGEMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023, by and between the County of Passaic (hereafter “County”) 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 Passaic County Community College (hereafter “PCCC”), a community college established by the County pursuant to N.J.S.A. 18A:64A-1, et seq. (collectively referred to throughout this Management Agreement as the “Parties”).

WITNESSETH

WHEREAS, the County owns and manages the Passaic County Park System, which includes Rifle Camp Park, a 169-acre recreational facility in the Borough of Woodland Park that includes active and passive recreation, including hiking trails, picnic areas, and an amphitheater; and

WHEREAS, in 1974, the County constructed the John J. Crowley Nature and Astronomical Observatory (hereafter “Nature Center”) in Rifle Camp Park to, among other things, provide residents with a variety of programming on environmental science and astronomy; and

WHEREAS, the Nature Center is beyond its useful life, does not conform to the American Disabilities Act (hereafter “ADA”), and has been closed to the public for the past five (5) years; and

WHEREAS, because of limited funding, the County approached PCCC, as an instrumentality of the County, to construct the Rifle Camp Park Environmental Center (hereafter “Environmental Center”) at the current site of the Nature Center, to serve as an environmental educational facility, community meeting area, provide office space for the County’s Department of Parks and Recreation, establish public restroom facilities, and install new equipment for environmental and astronomical studies, that will be available for use by the general public, as well as improvements to ensure compliance with the ADA; and

WHEREAS, PCCC secured capital funds pursuant to P.L. 1971 c.12 (N.J.S.A. 18A:64A-22. 1 et. seq.) (hereafter “Chapter 12 Funding”) which statute provides a funding mechanism for capital projects operated by the county college and requires the State of New Jersey to pay one-half of the debt service; and

WHEREAS, without the Chapter 12 Funding, the County is unable to renovate and/or reconstruct the Nature Center, and it would remain closed to the public indefinitely; and

WHEREAS, to ensure public access to myriad environmental and astronomical courses for PCCC students and the general public, the Parties entered into this Management Agreement for the operation of the Rifle Camp Park Environmental Center; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and PCCC approve this Agreement for the purposes as set forth above, subject to the following terms and conditions:

1. Term; Renewal Options. Because Chapter 12 funding is the source of the funds for the construction of the Environmental Center, the term of this agreement shall commence on the date that a Certificate of Occupancy or a Temporary Certificate of Occupancy is issued to PCCC and shall terminate (twenty) 20 years after the commencement date.

Provided that this Management Agreement is in good standing and PCCC has not breached the Agreement or defaulted thereunder as of the date of the exercise of any of the following options to renew:

- a. First Option: PCCC is hereby granted an option to renew this Management Agreement for an additional period of five (5) years, commencing on the day following the date of the expiration of the term of this Management Agreement. If PCCC desires to exercise this option to renew, PCCC must deliver to the County an instrument in writing stating that PCCC does thereby exercise this option to renew, which said instrument in writing must be delivered to the County no later than ninety (90) days prior to the expiration of the original term of this Management Agreement. Otherwise, this option to renew, and all subsequent options to renew, shall thereupon be automatically void and of no force or effect.
 - b. Second Option: Provided that the First Option to renew is validly exercised, PCCC is hereby granted a Second Option to renew this Management Agreement for an additional period of five (5) years, commencing on the date following the date of the expiration of the term of the First Option to renew. If PCCC desires to exercise this Second Option to renew, PCCC must deliver to the County an instrument in writing stating that PCCC does thereby exercise the Second Option to renew, which must be delivered to the County no later than ninety (90) days prior to the expiration of the First Option period. Otherwise, this option to renew shall thereupon be automatically void and of no force or effect.
 - c. Third Option: Provided that the first two options to renew are validly exercised, PCCC is hereby granted a Third Option to renew this Management Agreement for an additional period of five (5) years, commencing on the day following the date of the expiration of the term of the Second Option to renew. If PCCC desires to exercise this Third Option to renew, PCCC must deliver to the County an instrument in writing stating that PCCC does thereby exercise the Third Option to renew, which must be delivered to the County no later than ninety (90) days prior to the expiration of the Second Option period. Otherwise, this option to renew shall thereupon be automatically void and of no force or effect.
 - d. Fourth Option: Provided that the first three options to renew are validly exercised, PCCC is hereby granted a Fourth Option to renew this Management Agreement for an additional period of five (5) years, commencing on the day following the date of the expiration of the term of the Third Option to renew. If PCCC desires to exercise this Fourth Option to renew, PCCC must deliver to the County an instrument in writing stating that PCCC does thereby exercise the Fourth Option to renew, which must be delivered to the County no later than ninety (90) days prior to the expiration of the Second Option period. Otherwise, this option to renew shall thereupon be automatically void and of no force or effect.
2. Programming by PCCC for General Public Use. In cooperation with and on behalf of the County, PCCC shall:
- a. work with K-12 school districts in Passaic County to design educational programs for field trips to be held at the Environmental Center for the advancement of student learning of the environment, nature and astronomy;
 - b. provide year-round astronomy, environmental and nature programming for users of Rifle Camp Park;

- c. craft a summer schedule of environmental/nature activities/seminars for summer camps and park patrons;
 - d. design and run a birding program open to all users of Rifle Camp Park; and
 - e. operate the telescope and observatory areas.
3. Use for the County. There shall be space designed at the Environmental Center for use by the County's Department of Parks and Recreation, and all restrooms shall be generally available for public use. When requested, the County shall be able to use the Environmental Center for public meetings and other events, and approval of same shall not be unreasonably withheld by PCCC.
4. Use for PCCC. PCCC shall be entitled to conduct the following classes at the Center:
 - a. PCCC may offer up to 3 sections of Environmental Science in the Fall and Spring Semesters. Each section shall meet for 2 hours 40 minutes two (2) times per week;
 - b. PCCC may offer up to 2 sections of Astronomy in the Fall and Spring Semesters. Each class shall meet for 3 hours 40 minutes two (2) times per week;
 - c. PCCC may offer other classes suitable for learning at the Environmental Center in coordination with the County; and
 - d. The Center shall not be a campus of PCCC and shall serve strictly as an environmental educational facility that will enhance conservation efforts at Rifle Camp Park.

At all other times when not in use by PCCC, the Environmental Center shall be available for public use in conformance with the terms as set forth herein, and applicable Green Acres Program rules and regulations.

5. Public Permitting of the Environmental Center. PCCC, in conjunction with the County, shall develop a public permitting system whereby the facility can be used by the public for various community events, and other practical uses by same. The permitting shall conform with Green Acres Program regulations, as set forth herein.
6. Green Acres Program. Rifle Camp Park is funded parkland from the NJDEP, Green Acres Program. Consequently, this Management Agreement was made in compliance with the provisions set forth in N.J.A.C. 7:26-25.13 and is subject to all terms contained therein. Notwithstanding anything to the contrary contained herein, PCCC's' rights under this Agreement shall be subject to, limited by and exercised in accordance with the Green Acres Restrictions at N.J.S.A. 13:8C-1, et seq. and N.J.A.C. 7:36, et seq., as may be amended and supplemented. Furthermore, PCCC and the County shall exercise its rights under the Management Agreement to ensure that the Rifle Camp Park Environmental Center continues to be operated for conservation and recreation purposes in accordance with the Green Acres Restrictions
7. United States Department of the Interior, Land and Water Conservation Fund. The Nature Center was constructed in part by a grant from the United States Department of the Interior, Land and Water Conservation Fund. Consequently, the operation of the Rifle Camp Park Environmental

Center is subject to all applicable provisions under federal laws, rules, and other regulations related to the acceptance of grant funding under said program

8. Maintenance and Repairs. PCCC shall be responsible, at its cost and expense, for all maintenance at the Environmental Center. This will include cleaning all rooms, mopping floors, replacing light bulbs, and emptying trash receptacles. Until such time as the Environmental Center has gone beyond its useful life, PCCC shall be responsible for all repairs to same. The County shall be responsible for removal of snow from the access road, and from the stairs and ramps of the Environmental Center.
9. Utilities and Services. PCCC shall be responsible for paying and maintaining all utilities and services at the Environmental Center, including but not limited to the following:
 - a. Heating and cooling;
 - b. Electricity;
 - c. HVAC;
 - d. Fire and smoke alarms;
 - e. Fire suppression systems;
 - f. Security and/or alarm systems;
 - g. Hot and cold water;
 - h. Maintenance service contracts;
 - i. Extermination contracts;
 - j. Telephone service;
 - k. Sanitation and garbage disposal; and
 - l. Any other services needed to operate same.
10. Alterations and Improvements. PCCC shall be responsible for all non-structural maintenance and repair of the Environmental Center. If the County becomes aware of any maintenance or repair work needed to the Environmental Center, it may notify PCCC in writing. Thereafter, PCCC shall have a thirty (30) day period (or more if agreed upon) to fix or repair the identified issue.
11. Capital Projects. PCCC shall coordinate on any capital projects undertaken at the Environmental Center and the surrounding parkland with the County, and comply with all applicable federal, State, and local laws, regulations, and/or codes.
12. Hazardous Materials. PCCC shall not keep on the premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion at Environmental Center or that might be considered hazardous or extra hazardous by any responsible insurance company.
13. Inspection of Premises. The County and the County's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the premises for the purpose of inspecting the Premises and all buildings and improvements thereon.
14. Assignment. The Parties may not assign any part of their obligations under this agreement.
15. Entire Agreement. This Agreement supersedes all other Agreements, either oral or in writing, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise,

have been made by either party or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
17. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties by hand, by commercial express courier service, by certified mail return receipt requested, by nationally recognized overnight delivery service, or by United States Express Mail, addressed to the parties at the addresses set forth below or such other addresses as the Parties may designate by notice. All notices shall be deemed given when received (except any notice which is properly addressed and delivered but refused shall be deemed given on the date of refusal).

If to the County:

County of Passaic
401 Grand Street, Room 205
Paterson, New Jersey 07505
Attn: Office of the County Administrator

If to PCCC:

President, Passaic County Community College
1 College Boulevard, Room E304
Paterson, New Jersey 07505

18. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Lease as of the date set forth above:

Attest:

COUNTY OF PASSAIC

Louis E. Imhof
Clerk of the Board

Director, Board of County Commissioners

As to form and legality:

County Counsel

Attest:

PASSAIC COUNTY COMMUNITY COLLEGE

Steven M. Rose, Ed.D.
President/Secretary

Dennis Marco
Chairman, Board of Trustees