

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-395

Council Meeting Date: 11-16-2015

Date Adopted: 11-16-2015

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND NEW PROVIDENCE BOARD OF EDUCATION FOR USE OF PARKING LOT FACILITIES

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Galluccio.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the New Providence Board of Education and the Borough of New Providence, in the form attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 16th day of November, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 16th day of November, 2015.

Wendi B. Barry, Borough Clerk

**BOROUGH OF NEW PROVIDENCE
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

In consideration of the granting of permission by the Borough of New Providence to the New Providence Board of Education for the use of the parking lot adjacent to the Borough Community Pool, the Board of Education shall indemnify, defend and hold harmless the Borough of New Providence and New Providence Community Pool and Recreation, Inc., and their officials, employees, agents, professionals and volunteers from and against any and all claims, losses, penalties, damages, settlements, costs, professional fees (including, but not limited to attorney's fees and related costs) or other expenses or liabilities of any nature whatsoever, including, without limitation, the investigation and defense of any claims which arise out of or result from the conduct of the activities for which the request was made, and for the use of the parking lot by the Board of Education or those granted permission by the Board of Education to utilize the parking lot during the period for which use of the parking lot was requested.

The granting of permission is conditioned on the following:

1. The Board of Education may utilize the first two rows of parking area only. Parking by the Board of Education or those granted permission by the Board of Education may take place Monday through Friday.

2. The Board of Education shall at all times maintain a comprehensive liability insurance policy with a single limit amount of at least \$1,000,000.00 covering the Borough of New Providence and New Providence Community Pool and Recreation, Inc. for any liability for any death, personal injury or property damage, or other liability arising out of the use of the right-of-way contemplated herein.

Prior to commencement of the use, the Board of Education shall file with the Borough a certificate or certificates of insurance with endorsements evidencing the coverage provided by said liability.

3. The Board of Education shall be responsible for snow removal and sanding or salting of that area of the parking lot being used by it.

4. The Board of Education shall be responsible for repair or replacement of any component part of the parking lot that suffers damage resulting from snow removal, sanding or salting performed by or at the direction of the Board of Education pursuant to this agreement.

5. From May 15 through the last day of the school year, the Board of Education will limit parking to students only. Parking for any other purpose or individuals must be

approved by the New Providence Community Pool and Recreation, Inc. in that period of time.

The Borough may revoke the permission granted herein at any time in its sole discretion by providing 90 days written notice to the Board of Education of its intention to do so. Notice will be effective on receipt by the Board.

NEW PROVIDENCE BOARD OF EDUCATION

By: _____

Date: _____