

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2020-082

Council Meeting Date: 03-09-2020

Date Adopted: 03-09-2020

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE
BOROUGH OF NEW PROVIDENCE AND KAM HING, LLC, 700
CENTRAL AVENUE, NEW PROVIDENCE, NJ 07974

Councilperson Cumiskey submitted the following resolution, which was duly seconded
by Councilperson DeSarno.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New
Providence, County of Union and State of New Jersey, that they do hereby approve and
authorize an agreement between the Borough of New Providence and Kam Hing, LLC,
700 Central Avenue, New Providence, NJ 07974, in the form attached hereto, and they
do further authorize and direct the Borough Administrator and Borough Clerk to execute
same on behalf of the Borough of New Providence.

APPROVED, this 9th day of March, 2020.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GEOFFROY	X			
MATSIKLOUDIS	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 9th day of March, 2020.

Wendi B. Barry, Borough Clerk

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (this "Agreement") made as of _____, 2020 (the "Effective Date"), by and between **Kam Hing Realty, LLC.**, owner of property at 700 Central Avenue., New Providence, NJ 07974 ("Kam Hing"), and **THE BOROUGH OF NEW PROVIDENCE**, a corporate body politic, having offices at 360 Elkwood Avenue, New Providence, New Jersey 07974-1844 ("Borough") (collectively, Kam Hing and Borough are referred to herein as the "Parties").

WHEREAS, Kam Hing owns a property located at 700 Central Avenue, New Providence, NJ 07974 and such property includes a parking lot;

WHEREAS, the Borough of New Providence has requested use of the parking lot on such property on Tuesday, November 3, 2020 to provide parking in conjunction with the voting event (Voting Event) to be held from 5:00 AM to 9:00 PM;

WHEREAS, Kam Hing is willing to grant such request on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the payment of one dollar (\$1.00) and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kam Hing and Borough hereby agree as follows:

1. Permission to Use Parking Facility.

Kam Hing grants to Borough the right to allow Attendees (as defined below) to use the parking lot located on the Property during the Voting Event. Borough shall make and manage all arrangements for the location and removal of Attendee vehicles from the Parking Facility, including without limitation ensuring that all attendee vehicles are removed from the Parking facility within six (6) hours after the conclusion of the Voting Event.

In exchange for the grant of the foregoing rights and allowances, Borough agrees to use the Parking Facility under the following terms and conditions. The parties hereto agree that the grant of rights and allowance of such use and Borough's adherence to these terms and conditions shall serve as good and valuable consideration.

2. Permitted Use. Use of the Parking Facility for the Voting Event shall be limited to Attendee parking in the Parking Facility. All Voting Event activities shall be the sole responsibility of Borough.

3. Security; Compliance with Laws.

(a) Security. Borough acknowledges that the Borough is solely responsible for providing adequate security and personnel for the Parking Facility during the Voting Event. Borough agrees to provide police patrols of the Parking Facility during the Voting Event.

(b) General. Each Party shall at all times during the term strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and

administrative orders (jointly "Applicable Laws" or "Laws") relevant to its duties, obligations and performance under this Agreement.

4. **Insurance.** Borough hereby warrants that it shall have procured the following insurance coverage, naming Kam Hing as an additional insured and effective at all times during the Voting Event, and shall require that its agents and/or subcontractors maintain commensurate levels of insurance coverage, as applicable: (i) employers' liability insurance of not less than \$2,000,000; and (ii) commercial general liability insurance of not less than \$2,000,000 in the aggregate and \$1,000,000.00 each occurrence for bodily injury, property damage and personal injury. Before the Voting Event, Borough shall provide Kam Hing a Certificate of Insurance or written commitment from Borough's insurance carrier(s), documenting the coverage in effect for the Voting Event and naming Kam Hing as an additional insured.

5. **Hold Harmless and Indemnification.** Borough agrees to hold harmless and indemnify Kam Hing against any and all claims, liabilities, reasonable costs or expenses, including reasonable attorney's fees, arising out of, or resulting from, the use and occupancy of the Parking Facility for Voting Event parking or the breach of this Agreement, including but not limited to, any act or omission of Borough relating to the real or personal property of Kam Hing, or any act or omission of Borough's invitees, contractors, agents and/or employees, and Borough shall be responsible for all reasonable expenses, including reasonable attorney's fees incurred by any Indemnified Party in responding to, defending, settling or satisfying any judgment resulting from any claim, suit or action arising, in any manner, out of the use and occupancy of the Parking Facility for Voting Event parking. The obligations of this Section shall survive termination of this Agreement.

6. **Term.** The term of this Agreement shall commence on the Effective Date hereof and, unless terminated as provided herein, shall continue until 6:00 AM on November 4, 2020.

IN WITNESS WHEREOF, the Parties have set their hand and seal as of the date first above written.

Kam Hing LLC.

The Borough of New Providence

By: _____

By: _____

Name:

Name: Douglas R. Marvin

Title:

Title: Borough Administrator

Date: _____, 2020

Date:

Attest: _____
Wendi B. Barry, Borough Clerk
Date: