

Township of Hamilton
6101 Thirteenth Street
Mays Landing, New Jersey 08330



*New Jersey's Largest
Municipality*

**AGREEMENT BETWEEN THE TOWNSHIP OF HAMILTON
&
HAMILTON TOWNSHIP POLICE ACTIVITIES LEAGUE**

This Agreement is dated as of the date set forth below by and between the Township of Hamilton ("Township") and the Hamilton Township Police Activities League ("PAL").

Pursuant to the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the PAL and the Township as "local units" defined therein, are empowered to contract for the provision of the use of a facility on behalf of one party, which the other party providing such facility is otherwise empowered to render within its own jurisdiction. The Township has the personnel, capacity and facilities otherwise to perform this contract on behalf of PAL, and it is the intent of the parties through this Agreement to establish the terms and conditions under which the Township shall provide the use of a facility to PAL, including the extent of such services, and delineation of the parties' respective responsibilities in connection with such services.

TERM - The Township of Hamilton shall provide the use of a facility to PAL for a term of one (1) year, from January 1, 2016 through December 31, 2016. This term may be renewed at the conclusion of the term upon agreement of both parties, only by written agreement signed by both parties.

Notwithstanding the one (1) year term, either entity may terminate this agreement upon thirty (30) days' written notice to the other entity.

I. SCOPE OF SERVICE

- A. The scope of services provided for in this Agreement by the Township of Hamilton to PAL shall be providing the use of the Frank Grieco Social Services Center ("Center"), 1309 Route 50, Mays Landing, NJ 08330.
- B. PAL shall have use of the building, bathrooms, and parking lot between the hours of 8:00 AM and Midnight. The Township reserves the right to restrict use of the facility for certain functions, e.g. meeting dates or other recurring events, at which time a minimum two (2) week notice will be given.
- C. **EMERGENCY SHELTER** – The Township reserves the right to use the Center as an Emergency Shelter if it becomes necessary to temporarily house displaced Township residents in the event of a disaster or emergency situation. If such a situation becomes imminent, the Township will notify PAL as soon as possible. PAL agrees to permit emergency management and/or Township personnel access to the Center to perform their duties while the emergency shelter is open.

- D. Activities are to be held inside the Center only; no activities are permitted to be held in the parking lot or lawn areas.
- E. **USE OF FACILITIES BY OTHER USER GROUPS** - PAL shall be permitted to allow the use of the Center facilities by other user groups that conform to the following criteria:
“Conforming” user groups must:
1. Be recognized non-profit organizations
 2. Provide proof of insurance that names PAL and the Township as Additional Insureds with One Million Dollars (\$1,000,000) in general liability coverage.
 3. Be supervised at all times by PAL personnel on the premises
- F. **POLICY FOR OTHER USER GROUPS**
1. PAL may charge such conforming groups a reasonable fee for use of the Center; this fee will be agreed upon by PAL and the user group. PAL is responsible for preparing a contract and hold harmless agreement to user groups, which agreement shall hold harmless and provide indemnity to the Township and its agents and employees, including attorneys’ fees and costs of suit. PAL will provide a signed copy of both to the Township for each approved user group as well as copies of all insurance certificates.
 2. PAL may not discriminate against any user group that conforms to the criteria listed in Section I, Paragraph E, 1-3. PAL will not discriminate against any user group applicants because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional, sexual orientation, gender identity or expression or disability. A user group that is denied access to the Center may appeal PAL’s decision to the Township Administrator. The decision of the Township Administrator is final.
 3. If at any time during the term of this agreement the Township adopts a “Use of Facilities” ordinance or any similar ordinance that dictates the terms under which user groups may use Township facilities or assets, PAL agrees to conform to all requirements of said ordinances.
- G. **SCHEDULE** - PAL must provide a monthly schedule of activities and events to the Township via their website postings. Postings must be kept current enough to allow the Township to anticipate upcoming events and avoid scheduling conflicts with potential Township events.

II. COST OF SERVICES

- A. PAL shall pay to the Township of Hamilton a sum of One Dollar (\$1.00) per year for the use of the facilities between January 1, 2016 and December 31, 2016.
- B. The Township will continue to hold the “Security Deposit” in the amount of Five Hundred Dollars (\$500.00) that the PAL has already paid to the Township.
- C. Both parties to this agreement understand and acknowledge that the above described payments are for services rendered and do not represent any ownership interest in the Center or its equipment.

III. CONDITION OF USE

- A. **MAINTENANCE** - PAL agrees to maintain the premises in a clean and orderly fashion and to dispose of any trash prior to leaving the premises. It is the expressed intention of the parties that the Township shall receive the premises from PAL in the same condition in which it presents them to PAL.

- B. INSPECTION - PAL agrees to inspect the premises before every event, practice or other conforming use of said premises for defects, and further agrees to immediately inform the Township, in writing, of any defects noted. PAL shall not use the facilities pending correction or repair of the defect. After evaluating the cost of the correction or repair, Township reserves the right to cancel this agreement in lieu of making the correction or repair.
- C. INCIDENTS – PAL agrees to immediately report to the Township via the Township Administrator’s Office any incidents giving rise to injury, property damage, automobile or general liability concerns which take place on the premises while in use by PAL or other user groups authorized by PAL. Such incidents shall be reported within 24 hours of their occurrence with all appropriate details including names of affected parties, detailed description of incident and actions taken as a result of the incident.
- D. INDEMNIFICATION - PAL shall indemnify, save harmless and defend the Township, its elected and appointed officials, its employees, agents, its volunteers and others working on behalf of the Township, from and against any and all claims, losses, costs, attorney fees, damages or injury including death and/or property loss, expense claims or demands rising out of or alleged to have been caused in any manner by defect in any equipment or material supplied under this agreement, or by the performance of any services under this agreement, including all suits or actions of every kind or description brought against the Township, either individually or jointly with PAL for or on account of any damage or injury to any person or persons or property caused or alleged to have been caused by, or on account of, the performance of any service pursuant to or in connection with this agreement, or through any negligence or alleged negligence in safeguarding the servicer area, or through any act, omission or fault or alleged act, omission or fault of PAL, its employees, volunteers or agents or others under this Interlocal Services Agreement.
- E. INSURANCE –
1. Notwithstanding the indemnification and defense obligations of PAL, PAL shall purchase and maintain such insurance as described in the attached Schedule "A" and as is appropriate for the services being performed and furnished and as will provide protection for any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from PAL’s performance and furnishing of the services and PAL’s other obligations under the Interlocal Services Agreement. Whether it is to be performed or furnished by PAL, by anyone directly or indirectly employed by any of them to perform or furnish any of the services, or by anyone for whose acts any of them may be liable.
 2. PAL shall be required to name the Township as a named additional insured on the PAL policy for general liability insurance, and simultaneously with the delivery of the executed Interlocal Agreement, PAL shall provide the Township with a Certificate of Insurance indicating that the insurance coverage as described in the attached Schedule "A"., and as is appropriate for the services being performed and furnished has been obtained and that the Township has been designated as a named additional insured where required.
 3. On or before the renewal date of said policy, PAL shall be required to provide the Township with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township as additional insured.
 4. PAL shall be required to abide by the Township insurance coverage specifications for Contractors attached in Schedule “B” whenever securing services at the Center from an outside vendor. The insurance requirements outlined in Schedule “B” shall be submitted to the Township for review and

recordkeeping purposes. The Township reserves the right to deny access to contractors without these coverages.


- F. CANCELLATION - PAL must provide the Township with a minimum of thirty (30) days' notice prior to cancellation or changes in policy terms.
- G. DAMAGES - PAL agrees to pay for the costs of any damage done beyond the normal wear and tear to the premises during the term of the Agreement as that damage may apply to their use.
- H. SUPERVISION - PAL is responsible for the conduct of their charges and they will, at all times, provide sufficient personnel to supervise them. The Township of Hamilton will not provide any personnel or provide activities of any sort.
- I. PROHIBITED SUBSTANCES - Notwithstanding the forgoing, PAL shall not use the Center for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.
- J. SMOKING - PAL understands that the Center is a smoke-free facility, and agrees to prohibit smoking in the Center and/or the Center grounds, according to Township Code Chapter 225, Subsection 225-30 (8).
- K. ALCOHOLIC BEVERAGES - The consumption, distribution, storage, or possession of alcoholic beverages in any form by PAL members or user groups is strictly forbidden in the Center and/or the Center grounds.
- L. PAL shall not use the Center in any way which may or does negatively affect the Township's operations.
- M. UTILITIES - Township shall pay the amount due for all charges for water, sewer, gas, and electricity used by PAL on the Center during the term of this Lease and separately invoice PAL for PAL's share of the charges. PAL shall pay such amounts within fifteen (15) days of invoice. PAL acknowledges that the Center is designed to use standard office use electrical facilities and standard office lighting. PAL shall not use any equipment or devices that utilize excessive electrical energy or which may, in the Township's reasonable opinion, overload the wiring or interfere with electrical services to the building.
- N. PERSONAL PROPERTY - PAL, at PAL's expense, shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Center, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by PAL at the commencement of the Lease term or placed or installed on the Center by PAL thereafter, shall remain PAL's property free and clear of any claim by Township. PAL shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Center caused by such removal shall be repaired by PAL at PAL's expense.
- O. FURNISHINGS - The Center is being leased unfurnished, with the exception of specific items the Township has agreed to allow to remain for the PAL's use (as listed in Appendix A). These furnishings remain the property of the Township and may not be removed without the Township's approval. PAL agrees to show reasonable care of these furnishings during the term of this lease.
- P. REMODELING/RENOVATIONS - PAL may not remodel and/or make additions, improvements or structural changes to all or any part of the Center without the express written permission of the Township.


- Q. JANITORIAL SERVICES - PAL, at PAL's expense, agrees to provide all janitorial services (including paper products and cleaning supplies) for the interior of the building, including maintaining restroom facilities. PAL must dispose of trash and recycling materials on regular trash collection days at curbside in Township-approved receptacles in accordance with Township trash collection and Atlantic County recycling policies.
- R. BUILDING MAINTENANCE - Township agrees to provide maintenance services to the exterior of the building, sidewalks and parking lot, including standard mowing and snow removal.
- S. SIGNAGE - Following Township's consent, PAL shall have the right to place on the Center, at locations selected by PAL, any signs which are permitted by applicable zoning ordinances and private restrictions. Township may refuse consent to any proposed signage that is in the Township's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Center. PAL shall repair all damage to the Center resulting from the removal of signs installed by PAL.
- T. INSPECTION - The Township shall have the right to enter upon the Center at reasonable hours to inspect the same, provided the Township shall not thereby unreasonably interfere with PAL's business on the Center.
- U. ACCESS BY TOWNSHIP TO BACK-UP SERVER - The Township reserves the right to install a back-up server in the Center's basement. This server will be enclosed in a locked closet. PAL agrees to allow the Township reasonable access to the Center in order to build the closet and install the server as well as to maintain and service this equipment. If the Center's electric bill increases significantly after the installation of the server, Township agrees to pay the difference.
- V. PAL agrees that every person connected with PAL using the premises covered by this Agreement shall abide by, conform to and comply with all the laws of the United States and the State of New Jersey, Ordinances of the Township of Hamilton, and any and all rules and regulations for use of the facility and if the attention of PAL is called to a violation by any person employed by or admitted to said premises by PAL, PAL shall immediately desist from and correct such violation.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this 7th day of December, 2015.

ATTEST:


TOWNSHIP OF HAMILTON


 Joan I. Anderson, Township Clerk


 By: Mayor Roger J. Silva

ATTEST:

HAMILTON TOWNSHIP PAL



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 By: Carol Wright

SCHEDULE "A"
Schedule of Insurance for PAL

Notwithstanding the indemnification and defense obligations of PAL, PAL shall provide at its own cost and expense proof of the following insurance to the Township:

- A. General Liability Including Products and Completed Operations
With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000.00) dollars with a minimum annual aggregate of two million (\$2,000,000.00) dollars. Township shall be named as "Additional Insured."

- B. Automobile Liability Insurance
With a minimum combined single limit of liability per accident of one million (\$1,000,000.00) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired and non-owned automobiles.

- C. Errors and Omissions/Professional Liability
A minimum limit of liability of one million (\$1,000,000.00) dollars per incident and in the annual aggregate.

Failure by PAL to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this Interlocal Agreement. The insurance companies from the above coverages must be licensed by the State of New Jersey and acceptable to the Township. PAL shall take no action to cancel or materially change any of the insurance required under this Interlocal Agreement without the Township's prior approval. The maintenance of insurance under this section shall not relieve PAL of any liability greater than the limits or scope of the applicable insurance coverage.

SCHEDULE "B"
Schedule of Insurance for Outside Contractors

CONTRACTORS' INSURANCE REQUIREMENTS

Tier A Hazard - Artisan-type contractors, plumbers with minor digging, landscapers, bldg. maint.

Tier B Hazard - Excavation, road work, building construction/renovation, roofers, etc.

REQUIREMENTS

I. TIER A HAZARD

- | | |
|---|-------------|
| A. Commercial General Liability | \$1,000,000 |
| B. Automobile Liability | \$1,000,000 |
| C. Workers Compensation | Statutory |
| D. Municipality to be named as "Additional Insured" | |
| E. 60 days' notice of cancellation | |
| F. Hold Harmless Agreement included in contract | |

II. TIER B HAZARD

- | | |
|---|--------------|
| A. Commercial General Liability | \$ 3,000,000 |
| B. Automobile Liability | \$ 3,000,000 |
| C. Workers Compensation | Statutory |
| D. Municipality to be named as "Additional Insured" | |
| E. 60 days' notice of cancellation | |
| F. Hold Harmless Agreement included in contract | |

APPENDIX "A"
Furnishings

1. Kitchen Island
2. Small Counter that matches Kitchen Island
3. "Soft" furnishings
 - a. Sofas in main lobby
 - b. Sofas in dining room
 - c. Wing chair (pink)
4. Chairs in vestibule
5. Bookshelves in main lobby
6. Coat Rack (in dining room)
7. Beige Magazine Rack
8. Assorted Mirrors, prints, and other wall décor
9. Assorted small wooden tables