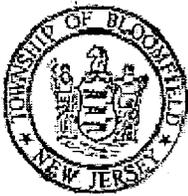


11/10



11-10

Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 11/02/15 07:00 PM

2015 RESOLUTION APPROVAL

AUTHORIZATION TO INDEMNIFY NTNN FOR GRANT WORK

WHEREAS, Partners for Health has awarded the Neighbor to Neighbor Network (hereinafter "NTNN") a \$5,000 grant after the NTNN submitted a joint application for the grant with the Open Space Committee; and

WHEREAS, the grant money shall be spent on the Bloomfield Pulaski Park Community Garden Project; and

WHEREAS, NTNN has requested that the Township of Bloomfield provide them with a hold harmless agreement based upon the work they will perform on the Bloomfield Pulaski Park Community Gardens relating to the grant.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes the Mayor to sign and the Clerk to attest to the attached hold harmless agreement.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on November 02, 2015.

Louise M. Palagano

Municipal Clerk of the Township of Bloomfield

Me Vya

Mayor of the Township of Bloomfield

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

Brian J. Genova

DIRECTOR OF LAW-TOWNSHIP ATTORNEY

✓ Vote Record - Resolution					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve					
<input type="checkbox"/> Veto by Mayor					
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					

INDEMNIFICATION AGREEMENT

WHEREAS, Partners for Health has awarded the Neighbor to Neighbor Network (hereinafter "NTNN") a \$5,000 grant after the NTNN submitted a joint application for the grant with the Open Space Committee; and

WHEREAS, the grant money shall be spent on the Bloomfield Pulaski Park Community Garden Project; and

WHEREAS, NTNN has requested that the Township of Bloomfield provide them with a hold harmless agreement based upon the work they will perform on the Bloomfield Pulaski Park Community Gardens relating to the grant.

NOW AND THEREFORE, the Township of Bloomfield agrees to indemnify the Neighbor to Neighbor Network as follows:

INDEMNIFICATION

1. **SCOPE OF INDEMNIFICATION.** Subject to the procedure set forth below, the Township hereby agrees to defend and indemnify NTNN and its managers, officers, directors, employees, agents, representatives and successors, or any of them (individually a "NTNN Party" and collectively, the "NTNN Parties") against, and to protect, save and keep harmless the NTNN Parties from, and to pay on behalf of or reimburse the NTNN Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys') of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any NTNN Party arising out of or related to the NTNN's work on the Bloomfield Pulaski Park Community Gardens project as it relates to the work performed under the \$5,000 grant received from the Partners for Health for any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct or negligence of any NTNN Party.

2. **PROCEDURE TO REQUEST INDEMNIFICATION.** In the event any claim, action or demand (a "Claim") in respect of which the NTNN seeks indemnification from the Township of Bloomfield, the NTNN shall give the Township written notice of such Claim promptly after the NTNN first becomes aware thereof; failure to make such notification within 2 business days shall result in the loss of any and all right to indemnification. The Township of Bloomfield shall have the right to choose counsel to defend such Claim, and to control, compromise and settle such Claim, and the NTNN shall have the right to participate in the defense at its sole expense; provided, however, the NTNN shall have the right to take over the control of the defense or settlement of such Claim at any time if the NTNN irrevocably waives all rights to indemnification from and by the Township. The NTNN shall cooperate in the defense or settlement of any Claim which shall be completely controlled by the Township unless NTNN waives its right to indemnification as described above.

MISCELLANEOUS PROVISIONS

1. **FORCE MAJEURE.** Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
2. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties, and there are no other agreements, whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties. This Agreement represents and incorporates the complete and final understanding by the Parties on all issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
3. **SEVERABILITY.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
4. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
5. **CONSTRUCTION** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
6. **HEADINGS.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
7. **EXECUTION AND COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

8. COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.

9. REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

10. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.

11. COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

12. NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.

13. APPLICABLE LAW. This Agreement shall be governed only by and construed, in all respects, solely in accordance with the laws of the State of New Jersey.

14. JURISDICTION AND VENUE. Any conflict, claim or dispute between the parties affecting, arising out of or relating to the subject matter of this Agreement shall be filed only in and litigated solely in the Superior Court of Essex County New Jersey and both parties specifically agree to be bound by the exclusive jurisdiction and venue thereof.

15. PREVAILING PARTY. In the event of any conflict, claim or dispute between the parties affecting, arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys' fees, expert fees, and related costs. Attorneys' fees, expert fees, and related costs shall be assessed by a Court and not by a jury and shall be included in any judgment obtained by the prevailing party.

[SIGNATURE LINE NEXT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

NEIGHBOR TO NEIGHBOR NETWORK

Notary

DATED: _____

TOWNSHIP OF BLOOMFIELD

 _____

Michael J. Venezia, Mayor

 _____

Attest