



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 03/03/14 07:00 PM

2014 RESOLUTION AGREEMENTS

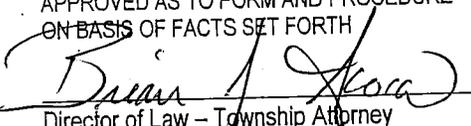
RESOLUTION OF THE TOWNSHIP OF BLOOMFIELD, IN THE COUNTY OF ESSEX, APPROVING SHARED SERVICES AGREEMENT WITH BLOOMFIELD PARKING AUTHORITY

WHEREAS, the Township Council of the Township of Bloomfield (the "Township"), pursuant to Ordinance 03-27 (the "Creation Ordinance") duly adopted August 4, 2003 and the Parking Authority Law of the State of New Jersey (the "State"), N.J.S.A. 40A:11A-1 *et seq.*, as amended and supplemented (the "Act"), created and established the Parking Authority of the Township of Bloomfield (the "Authority") as a public body corporate and politic of the State and an agency of the Township with all the powers, privileges, and authority conferred by the Creation Ordinance and the Act including, but not limited to the management and operation of all parking meters and related facilities located within the Township; and

WHEREAS, the purposes and policies of the Authority are, among other things, to: (i) develop, finance, construct, improve, maintain and/or operate certain parking facilities within the Township in order to provide safe and convenient parking areas to meet the parking needs of the residents of the areas, commuters and the commercial users of the areas; (ii) establish parking fees and the days and hours of operation and/or collection for all parking meters or other public parking facilities located within the Township; (iii) enforce violations of State law and Township ordinances with regard to said facilities; and (iv) serve as the principal town-wide coordinating body for establishing and affecting parking policy and initiatives throughout the Township, including approval of the development, redevelopment or expansion of any new or existing parking facilities; and

WHEREAS, for the Authority to accomplish its purposes it was necessary for the Township to, among other things: (i) grant the Authority the power to enforce violations of State

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


Director of Law - Township Attorney

law and municipal ordinances at all parking facilities and to lease and direct parking enforcement officers in furtherance of its enforcement purposes; (ii) provide for the regular maintenance of all parking facilities; and (iii) at all times maintain or cause to be maintained with responsible insurers all such insurance as is customarily maintained with respect to all parking facilities of like character; and

WHEREAS, toward those ends, the Township and the Authority entered into that certain Intra-Local Agreement, dated as of July 1, 2004 (the "Original Intra-Local Agreement"), as amended by that certain Amendment to Intra-Local Agreement, dated as of July 31, 2012 (the "Amendment to Intra-Local Agreement" and, together with the Original Intra-Local Agreement, the "Intra-Local Agreement"); and

WHEREAS, it is in the economic interest of the Township and the Authority for, among other things: (i) the Authority to maintain responsibility for enforcement of parking violations; (ii) the Township to provide certain services to the Authority (including parking management services ("Parking Management Services") on a temporary basis); and (iii) the Authority, in exchange therefor, to make payment to the Township of its net revenues; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.* (the "Shared Services Act") permits local units, such as the Township and the Authority, to enter into agreements with other local units to provide for the sharing of services between and among each other; and

WHEREAS, in order to effectuate the matters set forth in the preambles herein and such other matters provided herein, the Township and the Authority desire to enter into a Shared Services Agreement (the "Shared Services Agreement"), which will replace and supplement the

Intra-Local Agreement; and

WHEREAS, on January 29, 2014, the Authority adopted a resolution approving and authorizing the execution of the Shared Services Agreement; and

WHEREAS, the Township desires to authorize the Mayor of the Township (the "Mayor") to execute the Shared Services Agreement in substantially the same form as that on file with the Township Clerk, along with such additions, deletions or modifications that the Mayor, after consultation with the Township's Director of Law, deems necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Bloomfield, in the County of Essex, State of New Jersey, as follows:

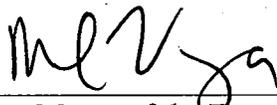
1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Township hereby approves the form of the Shared Services Agreement and authorizes the Mayor to execute the Shared Services Agreement in substantially the same form as that on file with the Township Clerk, along with such additions, deletions or modifications that the Mayor, after consultation with the Township's Director of Law, deems necessary.
3. This resolution shall take effect immediately.

......*

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 March 03, 2014.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 3409							
<input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Withdrawn <input type="checkbox"/> Tabled <input type="checkbox"/> Approved <input type="checkbox"/> Approved by Consensus <input type="checkbox"/> Not Discussed <input type="checkbox"/> Tabled with No Vote <input type="checkbox"/> Discussed <input type="checkbox"/> Veto by Mayor <input type="checkbox"/> Approved No Vote <input type="checkbox"/> Deferred			Yes/Aye	No/Nay	Abstain	Absent	
		Elias N. Chalet		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Nicholas Joanow		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Carlos Bernard		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Wartyna Davis		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Joseph Lopez		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Carlos Pomares		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Michael J. Venezia		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SHARED SERVICES AGREEMENT

BY AND BETWEEN

TOWNSHIP OF BLOOMFIELD

AND

TOWNSHIP OF BLOOMFIELD PARKING AUTHORITY

Dated: As of March, 2014

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE
TOWNSHIP OF BLOOMFIELD
AND
THE PARKING AUTHORITY OF THE TOWNSHIP OF BLOOMFIELD**

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EXHIBIT A TOWNSHIP SERVICES PERFORMANCE STANDARDS

EXHIBIT B PARKING MANAGEMENT SERVICES

PREAMBLE

THIS SHARED SERVICES AGREEMENT first made and dated as of the ___ day of _____, 2014 (the "**Agreement**"), constitutes an agreement between **THE TOWNSHIP OF BLOOMFIELD** (the "**Township**"), a municipal corporation of the State of New Jersey situated in the County of Essex, and **THE PARKING AUTHORITY OF THE TOWNSHIP OF BLOOMFIELD** (the "**Authority**"), a public body corporate and politic of the State of New Jersey (the "**State**").

WITNESSETH:

WHEREAS, the Township has significant parking concerns in both on-street and off-street parking areas that affect Township residents, commuters and commercial business owners; and

WHEREAS, in order to investigate, implement and manage strategies to relieve parking and traffic management issues, the Township Council, pursuant to Ordinance 03-27 duly adopted on August 4, 2003, as amended by ordinances adopted on February 18, 2004 and November ___, 2009 (as amended, the "**Creation Ordinance**") and the Parking Authority Law (N.J.S.A. 40:11A-1 *et seq.*) of the State as amended and supplemented (the "**Act**"), created and established the Authority as a public body corporate and politic of the State and an agency of the Township with all the powers, privileges, and authority conferred by the Creation Ordinance and the Act; and

WHEREAS, the purposes and policies of the Authority are, among other things, to: (i) develop, finance, construct, improve, maintain and/or operate certain parking facilities within the Township in order to provide safe and convenient parking areas to meet the parking needs of the residents of the areas, commuters and the commercial users of the areas; (ii) establish parking fees and the days and hours of operation and/or collection for all parking meters or other public parking facilities located within the Township; (iii) enforce violations of State law and Township ordinances with regard to said facilities; and (iv) serve as the principal town-wide coordinating body for establishing and affecting parking policy and initiatives throughout the Township, including approval of the development, redevelopment or expansion of any new or existing parking facilities; and

WHEREAS, for the Authority to accomplish its purposes it was necessary for the Township to, among other things: (i) grant the Authority the power to enforce violations of State law and municipal ordinances at all parking facilities and to lease and direct parking enforcement officers in furtherance of its enforcement purposes; (ii) provide for the regular maintenance of all parking facilities; and (iii) at all times maintain or cause to be maintained with responsible insurers all such insurance as is customarily maintained with respect to all parking facilities of like character; and

WHEREAS, toward those ends, the Township and the Authority entered into that certain Intra-Local Agreement, dated as of July 1, 2004 (the "**Original Intra-Local Agreement**"), as

amended by that certain Amendment to Intra-Local Agreement, dated as of July 31, 2012 (the "**Amendment to Intra-Local Agreement**") and, together with the Original Intra-Local Agreement, the "**Intra-Local Agreement**"; and

WHEREAS, it is in the economic interest of the Township and the Authority for: (i) the Authority to maintain responsibility for enforcement of parking violations; (ii) the Township to provide certain services to the Authority; and (iii) the Authority, in exchange therefor, to make payment to the Township of its net revenues; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.* (the "Shared Services Act") permits local units, such as the Township and the Authority, to enter into agreements with other local units to provide for the sharing of services between and among each other; and

WHEREAS, in order to effectuate the matters set forth in the preambles herein and such other matters provided herein, the Township and the Authority desire to enter into this Agreement.

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Authority and the Township, each for itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I DEFINITIONS

The terms set forth in this Article shall, unless otherwise indicated herein or the context clearly requires otherwise, have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular.

“**Act**” shall have the meaning assigned to such term in the Recitals.

“**Agreement**” shall have the meaning assigned to such term in the Recitals.

“**Amendment to Intra-Local Agreement**” shall have the meaning assigned to such term in the Recitals.

“**Authority**” shall have the meaning assigned to such term in the Recitals.

“**Authorized Authority Representative**” shall mean the Chairperson or Vice Chairperson of the Authority, or such other representative that shall, from time to time, be so designated by resolution of the Authority.

“**Authorized Township Representative**” shall mean the Mayor, Township Administrator, and/or Chief Financial Officer of the Township, or such other representative that shall, from time to time, be so designated by resolution of the Township Council.

“**Bond Resolution**” shall mean any resolution of the Authority authorizing the issuance of its Bonds.

“**Bonds**” shall mean bonds, notes or other obligations issued or entered into by the Authority pursuant to the Act.

“**Creation Ordinance**” shall have the meaning assigned to such term in the Recitals.

“**Director**” shall have the meaning assigned to such term in Section 701(a).

“**Fiscal Year**” shall have the meaning assigned to such term in Section 702(b) hereof.

“**Force Majeure**” shall include, but not be limited to, the following acts, events or conditions or any combination thereof provided, however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of either party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement:

(a) an act of God, lightning, earthquake, hurricane, acts of a public enemy, war, terrorist attack, blockade, insurrection, riot or civil disturbance, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or

(b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, explosion, flood or nuclear radiation not created by an act or omission of either party; or

(c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental authority after the date of execution of this Agreement ("Change in Law"), provided that the Authority takes prompt action to the extent possible, to comply with any such Change in Law; or

(d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency or governmental body with appropriate jurisdiction impeding the operation, management or construction of any of the Parking Facilities; provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such party; or

(e) the suspension, termination, interruption, denial or failure of or inability to obtain any renewal or issuance of any permit, license, right of way, consent, authorization or other approval which is essential to the construction, operation or maintenance of any of the Parking Facilities; provided, however, that the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, shall not constitute or be construed as an action or inaction within the control of such party; or

(f) any surface or subsurface condition that has a material adverse effect on the Parking Facilities.

"Governmental Authority" shall mean the Federal government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority over any aspect of the Agreement or the performance of any of the obligations hereunder.

"Intra-Local Agreement" shall have the meaning assigned to such term in the Recitals.

"Lackawanna Parking Garage" shall mean the parking garage owned by the Authority and located on the property designated as Block 228 on the Township's tax map.

"Net Revenues" shall mean Revenues less Operating Expenses.

"Operating Expenses" shall mean the Authority's expenses for staffing, operating, maintaining, repairing and improving the Authority's office and Parking Facilities, including,

without limitation, all policing, administrative, engineering and commercial expenses, legal and financial advisory expenses, the expenses, liabilities and compensation of any fiduciary under any Bond Resolution of the Authority, required payments to pension, retirement, health and hospitalization funds, if any, insurance and surety bond premiums, any taxes or payments in lieu thereof which lawfully may be imposed on the Authority, its income, operations or the property under its control, ordinary and current rentals of equipment or other property, other rentals, expenses of operation, maintenance, repair improvement and replacements, marketing expenses, refunds of money lawfully due to others, any expenses or payments due or required pursuant to this Agreement, including under Article VII hereof, any payments for the funding of reserves for operation, maintenance, repair or improvements and any other expenses necessary to maintain and operate the Parking Facilities or pay debt service, and any other expenses or obligations required to be paid by the Authority under the provisions of any agreement, including debt service on any Bond Resolution, all to the extent properly and directly attributable to the operation of the Parking Facilities.

“Original Intra-Local Agreement” shall have the meaning assigned to such term in the Recitals.

“Parking Facilities” shall mean any “Parking Project” as defined in the Act, all the surface parking lots owned or leased by the Authority, the Lackawanna Parking Garage, and such other parking facilities as may be designed, constructed, financed, operated and maintained by the Authority and/or the Township including, but not limited to, those parking lots and multi-level parking decks, and other structures, equipment and other real and personal property, and rights therein and appurtenances necessary or useful and convenient for the operation, maintenance and management of the Parking Facilities as the same may be modified from time to time.

“Parking Management Services” shall have the meaning assigned to such term in Section 601(a) hereof.

“PEOs” shall have the meaning assigned to such term in Section 403 hereof.

“Police Officer” shall have the meaning assigned to such term in Section 404(b) hereof.

“Revenues” shall mean all payments made to the Authority by or on behalf of users of the Parking Facilities and all fees, rents, charges and other income derived or to be derived by the Authority from or for the ownership, operation, use or service of the Parking Facilities, all fines paid the Township and forwarded to the Authority in accordance herewith, all investment income and all operating reserves.

“Shared Services Act” shall have the meaning assigned to such term in the Recitals.

“State” shall have the meaning assigned to such term in the Recitals.

“Township” shall have the meaning assigned to such term in the Recitals.

“Township Charter” shall mean the charter of the Township of Bloomfield, in the County of Essex, New Jersey, consisting of Chapter 201 of the Laws of New Jersey 1955, as approved by the voters of the Township at an election held on November 8, 1955, as the same may be amended and supplemented.

“Township Payment Date” shall have the meaning assigned to such term in Section 602(b) hereof.

“Township Services” shall mean the services provided by the Township to the Authority in accordance with Section 502 hereof.

ARTICLE II
AGREEMENT TO SUPERSEDE INTRA-LOCAL AGREEMENT

SECTION 201. Agreement to Supersede Intra-Local Agreement. The terms and provision of this Agreement shall supersede, and replace in its entirety, the Intra-Local Agreement which, upon the execution hereof by both parties, shall have no more force and effect.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

SECTION 301. Representations and Warranties of the Township. The Township represents and warrants to the Authority as follows:

(a) General. The Township is a municipal corporation of the State and has the power and authority to execute and deliver this Agreement and perform all obligations described herein.

(b) No Conflict. The execution, delivery and performance of the Agreement: (i) has been duly authorized by all requisite action of the Township; (ii) to the best knowledge of Township representatives, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government, or any provision of the Township Charter; and (iii) to the best knowledge of authorized representatives of the Township (other than proceedings relating to issuance of Township general obligation bonds as to which no view is expressed), will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) Litigation. To the best knowledge of the Authorized Township Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against the Township that could have a material adverse effect upon the financial condition of the Authority or the ability of the Authority to operate the Parking Facilities.

(d) Obligations of the Township. When executed and delivered by the Township, this Agreement will be a legal, valid and binding obligation of the Township enforceable against it in accordance with its terms.

SECTION 302. Representations and Warranties of the Authority. The Authority makes the following representations and warranties to the Township:

(a) General. The Authority: (i) is a public body corporate and politic of the State pursuant to the Act; (ii) has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and (iii) by proper corporate action has duly authorized the execution and delivery of this Agreement.

(b) No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or constitute a breach of or a default under the Authority's bylaws or under the terms and conditions of any agreement or commitment to which the Authority is a party or by which the Authority is bound.

(c) Obligations of the Authority. When executed and delivered by the Authority, this Agreement will be a legal, valid and binding obligation of the Authority, enforceable against it in accordance with its terms.

(d) Litigation. To the best knowledge of the Authorized Authority Representative, following diligent inquiry, the Authority is not aware of any action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the Authority to enter into this Agreement or that could have a material adverse effect upon the financial condition of the Authority or the ability of the Authority to operate the Parking Facilities.

**ARTICLE IV
OPERATION, MANAGEMENT AND MAINTENANCE OF PARKING FACILITIES;
PARKING ENFORCEMENT**

SECTION 401. Generally.

(a) Operation, Maintenance and Management. The Authority shall continue to operate, manage and maintain the Parking Facilities, and any additions, repairs or improvements thereto, and to the extent that the Authority deems feasible and necessary to carry out its purposes under the Act and this Agreement, construct additional Parking Facilities.

(b) Parking Enforcement. The Authority shall enforce the statutes, rules, regulations and ordinances pertaining to parking violations relating to the Parking Facilities and certain on-street parking.

(c) Rates and Revenues. The Authority shall set all rates and collect all Revenues for the use of the Parking Facilities including all fines, fees or other expenses related thereto.

SECTION 402. Project Facilities Plans and Specifications to be Approved. Parking Facilities plans and specifications of the Authority shall, to the extent required by law, be submitted to and approved by the applicable Governmental Authorities with jurisdiction over the Authority's construction of new Parking Facilities.

SECTION 403. Powers of Parking Enforcement Officers. Certain of the Authority's employees shall be designated by the Authority as parking enforcement officers ("PEOs"). PEOs shall provide enforcement services and shall have full power and authority to, among other things:

(a) Issue summonses for violations of any provision of applicable law, ordinances or regulations concerning parking;

(b) Serve and execute process with respect to any violation issuing out of the Bloomfield Municipal Court; and

(c) Cause any vehicle parked, stored or abandoned in violation of any provisions of said law, ordinances or regulations to be towed away from the scene of such violation.

SECTION 404. Township Cooperation in Appointment of Parking Enforcement Officers. The Township shall cooperate with the Authority and agrees to use diligent efforts to facilitate the Authority's appointment of PEOs, and shall provide or cause to be provided, at no cost or expense to the Authority, the following:

(a) Fingerprinting of Parking Enforcement Officers. The Township shall take or cause to be taken the fingerprints of every PEO appointed by the Authority. The Township shall file or

cause to be filed said fingerprints with the Division of State Police and the Federal Bureau of Investigation.

(b) Duties of Chief of Police in Connection with the Appointment of Parking Enforcement Officers. Before any PEO is appointed by the Authority, the Township shall cause the chief of police of the Township, or, in the absence of the chief of police, other chief law enforcement officer of the Township (the "Police Officer"), to ascertain the eligibility and qualifications of the applicant and report these determinations in writing to the Authority. The Township shall also cause the Police Officer to determine whether any PEO possesses sufficient training and background so as to waive the training course requirement pursuant to Section 405(a) hereof.

SECTION 405. Authority Obligations with Respect to Parking Enforcement Officers.

(a) Training Course. Before any PEO is appointed by the Authority, the Authority shall cause said PEO to complete a training course conducted or approved by the Township or the Authority. This requirement may be waived by the Police Officer pursuant to Section 404(b) hereof.

(b) Uniforms and Insignia. The Authority shall furnish each PEO with a uniform which shall identify such PEO's function. The uniform shall include, but not be limited to, a hat and appropriate badges which shall bear an identification number or name tag and the name of the Authority. The uniform shall also include an insignia issued by the Authority which clearly indicates the PEO's status as a PEO.

ARTICLE V
TOWNSHIP OBLIGATIONS

SECTION 501. Township Cooperation; Enforcement of Parking Facilities. The Township shall cooperate with the Authority and agrees to use diligent efforts to enact all legislative measures as may be required to facilitate the Authority's use and operation of the Parking Facilities. In this regard, the Township shall cooperate with the Authority in the enforcement of its laws as well as the Authority's rules and regulations to assure the safe operation of the Parking Facilities and consult with the Authority with respect to all matters that may impact existing or proposed Parking Facilities. The Township further agrees that in order to protect the interests of holders of Bonds issued to finance all or any portion of any Parking Facilities, the Township shall not amend, modify, rescind or repeal any law, ordinance, rule or regulation that may adversely affect the ability of the Authority to carry out its responsibilities with respect to the Parking Facilities as contemplated by this Agreement.

SECTION 502. Township Services.

(a) Except as otherwise provided below, the Township shall provide or cause to be provided the following services (collectively, the "**Township Services**") consistent with the performance standards set forth in **Exhibit A**:

- (i) security services;
- (ii) snow removal services (shall not apply to the Lackawanna Parking Garage);
- (iii) clean-up and street sweeping services (shall not apply to the Lackawanna Parking Garage; provided, however, that the Township shall collect bagged trash from a central location at the Lackawanna Parking Garage);
- (iv) repair and maintenance of Parking Facilities (shall not apply to the Lackawanna Parking Garage);
- (v) insurance;
- (vi) utilities (shall not apply to the Lackawanna Parking Garage); and
- (vii) administrative services, including, but not limited to, the processing of parking tickets and the collection of fines and forwarding of same to the Authority.

(b) Notwithstanding anything contained herein to the contrary, the Authority shall, at any time, have the right, subject to the provisions of applicable law, to contract with any entity(ies), including the Township, for the provision of any of the services described above.

SECTION 503. Payment to Township. In consideration for the Township's appropriation of \$5,000,000 toward the construction of a parking garage and the ongoing provision of the Township Services, on or before July 1st of each year, the Authority shall pay an amount to the Township equal to 100% of the Net Revenues for the preceding Fiscal Year. In light of the Authority's agreement to make such payment to the Township, the Authority shall not make separate payment to the Township for the Township Services.

**ARTICLE VI
PARKING MANAGEMENT SERVICES**

SECTION 601. Parking Management Services.

(a) The Township agrees that the Director of Community Development (the “**Director**”) shall provide Parking Management Services to the Authority, in accordance with **Exhibit B** (the “**Parking Management Services**”), including serving as the Executive Director of the Authority.

(b) The Director will commit sufficient time to perform the Parking Management Services and may perform such services from the Authority’s office or from such space in the Township’s Municipal Building as he or she may occupy.

SECTION 602. Payment for Parking Management Services.

(a) The Authority shall make payment to the Township in the amount of \$3,000 per month in exchange for the Parking Management Services. Such payment shall be due before the last day of each month during which the Director provides the Parking Management Services and shall be pro-rated (on a daily basis) during the first and last months of such term of services.

(b) The Authority shall make its Public Relations Consultant available for use by the Township during the term of services described in this Article. To the extent the Public Relations Consultant performs services that related exclusively to the Township, the Township shall make payment to the Authority therefor in the form of a credit against the amount due to the Township under Section 602(a) hereof.

SECTION 603. Supervision of Director. The Authority shall, in the sole discretion of the Commissioners thereof, supervise and direct the Director in his/her performance of the Parking Management Services.

SECTION 604. Termination of Parking Management Services. Either party to this Agreement may, in its discretion, terminate the arrangement for Parking Management Services described in this Article upon ninety (90) days written notice thereof. The termination of the Parking Management Services shall not otherwise terminate the remaining Articles hereof.

**ARTICLE VII
AUTHORITY OBLIGATIONS**

SECTION 701. Reports to the Township. The Authority will keep or cause to be kept proper books of records and accounts in which complete and correct entries shall be made of its transactions relating to the Parking Facilities. The Authority will cause its books and accounts to be audited annually in accordance with law and such books and accounts shall be maintained in accordance with generally accepted accounting principles, consistently applied. The Authority shall annually file a report with the Township Council regarding the Authority's operations including and relating to the provision of services, status of facilities, financings, financial condition, contracts or plans with respect thereto. The Authority may maintain as confidential any information that it legally is not required to disclose pursuant to the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.*, for the time and in the manner that such information is permitted to remain confidential in accordance with the provisions thereof.

SECTION 702. Authority Provision of Services. The Authority shall assure that the Parking Facilities provide parking services in a safe and environmentally sound manner and shall comply in all respects with all applicable Federal, State, county and local laws, ordinances, regulations, permits and rulings.

SECTION 703. Authority Bond Financing. The Authority shall incorporate into every Bond Resolution such terms as are necessary to effectuate the terms of this Agreement.

**ARTICLE VIII
MISCELLANEOUS**

SECTION 801. Rules and Regulations. The Authority may at any time, and shall, as required by and in conformity with applicable law, promulgate, issue, publish and from time to time amend and enforce, rules and regulations regulating the use of the Parking Facilities. In the enforcement of such rules and regulations, the Authority may exercise any and all rights granted to it pursuant to the provisions of the Act and other applicable law.

SECTION 802. Insurance. The Township shall at all times maintain or cause to be maintained with responsible insurers all such insurance as is customarily maintained with respect to the Authority and the Parking Facilities of like character against loss or damage to the Parking Facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interests of the Authority and the Township. Said insurance shall be reviewed on an annual basis by the Township, and shall be adjusted on an annual basis or shall be determined to be appropriate by the Township in consideration with its insurance consultant.

The Township has delivered to the Authority a certificate of insurance evidencing the existence of a policy or policies of insurance coverage referenced herein. At least thirty (30) days prior to the expiration or termination date of any such policy, the Township shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. All insurance policies of the Township shall name the Authority as additional insured and provide for a 30 day notice of cancellation to be provided to the Authority.

To the extent that the above referenced insurance policies do not cover loss, damage or other liability incurred by the Authority, the Township shall reimburse the Authority for such uncovered loss, damage or liability.

SECTION 803. Defaults and Remedies.

(a) The following shall constitute Defaults under this Agreement:

(i) the filing of a petition by or against the Authority seeking protection, liquidation or reorganization under federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State or a receiver or trustee is appointed and such appointment is not vacated within thirty (30) days, which in any event will not be excused by the occurrence of an event of Force Majeure;

(ii) failure to perform any material obligation hereunder within sixty (60) days following written notice; provided, however, that no Default shall be deemed to exist during an occurrence of an event of Force Majeure.

(b) Cure of Default. No Default under Section 903(a) (ii) shall be deemed to be an Event of Default for purposes of this Agreement unless the defaulting party shall have received written notice from the non-defaulting party, (b) the defaulting party fails to initiate action to cure such Default within sixty (60) days of receipt of such notice, and (c) the defaulting party fails to diligently pursue such cure.

A default under Section 903(a)(i) shall immediately be deemed an Event of Default hereunder.

(c) Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right, subject to the rights of the holders of any Bonds, to the following remedies:

(i) commence an action: (1) seeking specific performance of this Agreement and such other ancillary equitable remedies attendant to enforcement of a decree, judgment or order for specific performance; (2) seeking damages at law; or (3) seeking any other remedy that is legally or equitably available to the non-breaching party.

In any and all respects subject to the rights of the holders of any Bonds, upon the occurrence of an Event of Default, the Township shall have the right to terminate this Agreement.

SECTION 804. Waivers.

(a) No Additional Waivers. In the event any provision contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other or subsequent breach hereunder.

(b) Non-Waiver. The various rights, remedies, options and elections of the parties herein are cumulative, and the failure of either party to enforce strict performance of the conditions and covenants of this Agreement, or to exercise any election or option or to resort or have recourse to any remedy herein conferred, or the acceptance by the other party of any payment due after any breach by the other party, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by that party of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

SECTION 805. Township Police Powers Not Limited. Nothing in this Agreement shall be construed to impede or restrict the lawful exercise by the Township of its police powers under the Constitution, laws of the State or its Township Charter and ordinances.

SECTION 806. Consents. Any consents required by the Township or Authority under this Agreement shall be adopted by resolution of the respective governing bodies.

SECTION 807. Amendments. Any amendment or modification of this Agreement will only be effective upon the execution of a written instrument authorized by the Commissioners in the case of the Authority and the Mayor and Township Council in the case of the Township.

SECTION 808. Assignment. Neither party shall assign or attempt to assign its respective obligations under this Agreement without the prior written consent of the other party.

SECTION 809. Severability of Invalid Provisions. If one or more of the provisions of this Agreement are determined to be contrary to law, then such provision or provisions shall be deemed severable from the remaining provisions and shall not affect the validity of the other provisions of this Agreement.

SECTION 810. Notices. All notices required under the terms of this Agreement shall be given by mailing (electronically or otherwise) or hand-delivering such notices to the address of the parties. Notices to the Township shall be sent or delivered to the Municipal Clerk of the Township. Notices to the Authority shall be sent or delivered to the Secretary of the Authority.

TOWNSHIP OF BLOOMFIELD

Township of Bloomfield
Municipal Building
One Municipal Plaza
Bloomfield, New Jersey 07003
Attn: Louis M. Palagano, Municipal Clerk

PARKING AUTHORITY OF THE TOWNSHIP OF BLOOMFIELD

Parking Authority of the Township of Bloomfield
230 Broad Street
Bloomfield, New Jersey 07003
Attn: Executive Director

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority and the Township have caused this Agreement to be signed by their respective, duly authorized officers and to be dated as of the day and year first written above.

TOWNSHIP OF BLOOMFIELD

By: ML V JG
Name, Title

Attest:

Joseph Palagoni
Name, Title Municipal Clerk

PARKING AUTHORITY OF THE TOWNSHIP OF BLOOMFIELD

By: Wesley M. Clendenen
Name, Title Administrator

Attest:

Andrea Schneider
Name, Title

EXHIBIT A

TOWNSHIP SERVICES PERFORMANCE STANDARDS

Except as otherwise set forth in Section 502(a):

(i) Security Services:

Services will be provided by the Township Police Department. The Department will patrol the Parking Facilities with the same frequency and at the same time and intervals that such Parking Facilities currently receive.

(ii) Snow Removal Services:

Services will be provided by the Township Department of Public Works. The Department will plow and salt the Parking Facilities consistent with the level of services provided to those Parking Facilities prior to the execution of the Agreement, provided that the Department will plow and salt the Parking Facilities in the priority established from time to time by the Authority and requested in writing to the Authorized Township Representative.

(iii) Clean-up and Street Sweeping Services:

The Township Department of Public Works will provide clean up and street sweeping services consistent with the level of service provided to the Parking Facilities prior to the execution of the Agreement, provided that the Department will clean up and sweep the Parking Facilities in the priority established from time to time by the Authority and requested in writing to the Authorized Township Representative.

(iv) Repair and Maintenance of Parking Facilities:

(i) The repair and maintenance of the Parking Facilities is to be provided by personnel from the Township Department of Public Works consistent with the current practices and level of service.

(ii) The services provided by the Department shall include the installation and/or repair of signage and parking meters.

(v) Insurance:

Insurance on the Parking Facilities shall be provided by the Township at the coverage levels set forth in Section 902 of the Agreement. Increases in premiums for these Parking Facilities shall be at the cost and expense of the Township.

(vi) Utilities:

Utilities on the Parking Facilities shall be provided by the Township. Increases in utilities for these Parking Facilities shall be at the cost and expense of the Township.

(vii) Administrative Services:

Administrative services for the Parking Facilities are to be provided by the Township consistent with the current practices and level of service.

EXHIBIT B

PARKING MANAGEMENT SERVICES

Parking Management Services shall be performed by a single individual serving in the role of Executive Director of the Authority with the following responsibilities:

- Develops the Authority budget; has full responsibility for the implementation, revision, and compliance review of same.
- Authorizes purchases and expenditures of the Authority.
- Oversees daily activities of Authority personnel.
- Oversees contract personnel, and Authority contracts and bid awards.
- Reviews and authorizes Authority's payroll.
- Performs employee performance evaluations, and reviews evaluations performed by subordinate staff.
- Coordinates Township's parking needs with other Township departments and governmental agencies and Authority activities with Township activities
- Conducts or procures feasibility studies to determine the need for additional parking facilities, rate changes or adjustments, and the development of new residential and/or business parking programs.
- Reviews daily collection records and prepares monthly reports of revenue and expenses for the Mayor and Township Council.
- Develops Authority policies, procedures and programs for parking system.
- Reviews Township Ordinances to insure that they comply with State statute, rules and regulations.
- Attends meetings and prepare and present clear and concise reports to Commissioners and, when required, the Mayor and Township Council.
- Responds to requests from Township Administrator, CFO, and Mayor.
- Attends Community meetings, and works with Community groups as the Township's Parking Authority representative.
- Performs related work as required.
- Prepares for Commissioners' approval, implements and oversees strategic planning efforts for the effective, efficient, and economical provision of all parking related services.
- Directs and oversees interaction of Authority staff with parking patrons, residents, employers and other constituent groups of the Township.
- Maintains current information on recent trends and developments in the parking industry.