

CITY COUNCIL

The City of Orange Township, New Jersey

DATE November 14, 2022

NUMBER 441-2022

TITLE:

A RESOLUTION TO EXECUTE A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE ORANGE BOARD OF EDUCATION PUBLIC SCHOOL DISTRICT, 451 LINCOLN AVE., ORANGE, NJ 07050, TO ALLOW THE CITY TO USE SCHOOL FACILITIES FOR AFTER SCHOOL PROGRAMS, RECREATION PROGRAMS, AND SUMMER PROGRAMS UNTIL JUNE 30TH 2023.

WHEREAS, the City of Orange Township ("City") and the Orange Board of Education Public School District (" Board") have worked closely for many years to provide for the City of Orange and its citizens; and

WHEREAS, the City has often used the facilities of the Bored for events and programs that are for the younger residents of orange.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Orange township does authorize the mayor to execute a hold harmless and indemnification agreement with the orange board of education public school district for use of facilities for after school programs, recreation programs, and summer programs until June 30th 2023.

Adopted:

Joyce Lanier
Municipal Clerk

Tency A. Eason
Council President


Gracia Robert Montilus

Facilities Use and Hold Harmless Agreement

This Agreement is by and between the ORANGE Board of Education Public school district, with administrative Offices at 451 Lincoln Ave., Orange, NJ 07050, hereinafter referred to as “ the District” or “the Board” or “BOE” and

The CITY OF ORANG TOWNSHIP hereinafter referred to as “Requestor” or “City.”

The Parties agree to the following:

TERM: Between June 30, 2022 and June 30, 2023

1. The Board will allow the City to use School Facilities for after School programs, Recreation Programs, and Summer Programs including The Mayor’s summer of excellence program. It is understood and agreed that the City of Orange shall compete facility request though the BOE online platform- Facilitron.
2. The city shall pay for security and custodians attributable to any of the City’s events. The BOE will waive any facilities use charge.
3. The City agree to indemnify the Board and hold it harmless for any and all acclains; actions; damages; liability and expense which includes, but is not limited to : attorney fees, loss of life, personal injury, damages to property , and/or loss/ theft of property arising from or out of the occupancy/use by the City of the District’s Site occasioned wholly or in part by any action or omission of the City; its Agents; Contractors; Subcontractors; Employees: Representatives or Invitees, and the City further agree the Boards assumes no responsibility or liabilities for any of the above, for any program or event that is not jointly sponsored.
4. It is understood and agreed that access is strictly limited to the approved area of each facility. No entrance into the rest of the building – by anyone – is permitted. The City will take all necessary steps and engage in due care to ensure participants in the programs and events remain in approved areas of the facility
5. In regards to the use of the site by and person(s), group or organization, the District assumes no liability neither of the City nor of the participants and/or invites of the City’s relative to the use of the Site.
6. The City understands these limitations placed on them. The District’s denial and release for all liability is an integral part of the agreement and is in consideration for the use of the District’s Sites

Date: _____

By: _____
Mayor Dwayne Warren, Esq. or
Authorized signatory

Date: _____

By: _____
President of Orange Board of Education
or Authorized Signatory