

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF JERSEY CITY AND
THE JERSEY CITY PARKS COALITION**

This Memorandum of Understanding ("MOU" or "Agreement") is made as of April , 2013 between the City of Jersey City (the "City"), located at 280 Grove Street, Jersey City, New Jersey 07302, and the Jersey City Parks Coalition ("JCPC"), located at P.O. Box 17196, Jersey City, New Jersey 07307.

WHEREAS, the City is a body corporate and politic in the County of Hudson in the State of New Jersey, which owns parks and other open spaces in Jersey City, New Jersey, which it operates, maintains and administers for the benefit of the residents of the City; and

WHEREAS, the JCPC is a 501(c)(3) parks conservancy whose mission is to support and facilitate the democratic development, use, and maintenance of new, proposed, and existing public parks, community gardens, open spaces, and historic sites falling within the geographic boundaries of Jersey City (collectively, for purposes of this Agreement, "City Parks"); and

WHEREAS, the JCPC promotes community and cultural events and organizes volunteer plantings, landscaping, maintenance, and installation programs in City Parks through advocacy, education, and community empowerment, thereby providing local input into the design, use, safety, and future direction of City Parks for residents and non-residents; and

WHEREAS the JCPC's community empowerment approach to Community Park Master Planning has generated the designs for present-day renovated Van Vorst Park, Erceel Webb Park, and Hamilton Park with plans also completed for Pershing Field and First Street Park; and

WHEREAS, as of the date of this MOU, the JCPC is comprised of twenty-two (22) Members, representative of every Ward in Jersey City, whose volunteers annually donate approximately 10,000 hours toward improving City Parks. The JCPC defines Members as any City Park, which has a Community Group associated with it. For a Community Group to qualify for membership in the JCPC, it must be an organization or association of individuals, which has, as part of its mission, the planning, protection, preservation, maintenance, use, enjoyment, or advocacy on behalf of any City Park. The JCPC seeks to continue expanding its membership in the coming years; and

WHEREAS, in acknowledgement of the JCPC's ongoing valuable services to the City, the City desires to assist the JCPC with its mission while meeting the goals set forth in the Recreation & Open Space Master Plan dated June 2008; and

WHEREAS, Resolution , approved on April , 2013, authorized this Agreement with the JCPC to define the cooperative agreement between the two parties and establish the role of each part in their relationship.

NOW THEREFORE, the JCPC and City agree as follows:

1. Formation of the partnership. The parties agree to enter into a partnership for the purpose of (A) sharing of information concerning City Parks; (B) facilitating community input into City Parks; (C) collaborating on programs and events taking place in City Parks; and (D) continuing and enabling the JCPC to seek public and private grants and other funds on behalf of the City where funding would go directly to capital improvements, developments, and community education, engagement, or programming to engage Jersey City residents in City Parks.

A. Sharing of Information. The parties acknowledge that the success of any partnership is contingent upon the sharing of information between the JCPC and the City, including relevant departments and subdivisions of City government, about City Parks. The parties agree to provide each other with reasonable notice of (in no case less than thirty (30) days) and to exchange information concerning planned or proposed capital improvements, developments, refurbishments, changes in public policy, changes in funding, grant opportunities, and community events or programming that would have any impact on City Parks. As necessary and appropriate, the parties may assert and negotiate agreements to facilitate the sharing of confidential information concerning plans or proposals that are preliminary, not yet disclosed to the public, or otherwise considered by the City to be confidential, while still maintaining confidentiality. To facilitate open communication, the City's Business Administrator shall designate point persons, including but not limited to, designees from the Departments of Law and Public Works as well as the Divisions of City Planning and Cultural Affairs, and the Jersey City Redevelopment Agency, who shall serve as liaisons to the JCPC.

B. Facilitating Community Input. The City shall work with the JCPC to identify community and neighborhood stakeholders and facilitate timely public input on capital improvements, developments, and community education, engagement, or programming impacting City Parks. Depending on the size or scope of a planned or proposed capital improvement or development, the City and JCPC shall consider co-hosting and publicizing community meetings open to the public to disseminate relevant information, answer questions, and elicit ideas and feedback.

C. Collaboration on Programs and Events. The City and JCPC agree to collaborate on approved programs and events taking place in City Parks. Whenever possible, the City will co-sponsor and partner with the JCPC to promote these programs and events by posting notice on the City's cultural calendar. The parties acknowledge that the success of any program or event organized by JCPC taking place in City Parks is contingent upon JCPC's obtaining the proper permits and approvals in a timely manner from relevant City departments and agencies, including but not limited to the Division of Cultural Affairs, Division of Parks and Forestry, Department of Police, Department of Fire and Emergency Services, Department of Health and Human Services, and Division of Commerce. The parties shall work together to streamline the permitting and approval processes for JCPC programs and events, and as necessary and appropriate, the parties may negotiate agreements to "fast track" the permitting and approval process on JCPC programs and events.

D. Funding. The City and JCPC shall collaborate on identifying public and private grants and other funding opportunities for capital improvements, developments, and community education, engagement, or programming impacting City Parks. The City and JCPC shall work together to prioritize necessary capital improvements, developments, and community education, engagement, or programming for which outside funding is sought by consulting relevant community stakeholders and the Recreation & Open Space Master Plan. The parties shall assist each other with any grant or funding application processes. The terms of any grant or funding award shall be negotiated and set forth in a separate written agreement. The JCPC agrees that any funds it is awarded or obtained on behalf of the City shall go directly toward capital improvements, developments, and community education, engagement, or programming impacting City Parks.

2. Ownership of City Parks. The City shall maintain ownership of all City Parks and continue providing funding and the full range of existing commitments to City Parks. The City shall maintain authority to make all final decisions concerning capital improvements, developments, and community education, engagement, or programming impacting City Parks, but shall exercise this authority in the spirit of good faith cooperation with JCPC.

3. Payment/Consideration. The parties agree that no monies will be paid as consideration for this MOU, and that the MOU comes at no cost to either party. The parties acknowledge that this MOU does not entitle the JCPC or the City to payment of any monies or in-kind services. The parties further acknowledge that this MOU does not constitute a commitment by the City to enter into any contract for services or otherwise with the JCPC in the future. Additionally, the parties acknowledge that this Agreement does not obligate the City to the JCPC with respect to any other ventures or opportunities contemplated by the JCPC in the future that are not expressly set forth in this Agreement.

4. Insurance. The JCPC shall maintain a general liability policy of insurance with minimum coverage of one million dollars per occurrence and two million dollars in the aggregate. The JCPC shall name the City, its agents, servants or volunteers as additional insureds on this policy of insurance. The JCPC shall provide the City with copies of certificates evidencing this coverage on an annual basis. The City shall name the JCPC, its Members, agents, servants or volunteers as additional insureds under its general liability policy of insurance for any community and cultural events and volunteer plantings, landscaping, maintenance, and installation programs that the City approves and that take place in City Parks. Following adoption of this Agreement, the JCPC and City may negotiate the specific terms and scope of any mutual insurance coverage, including which specific Members, agents, servants or volunteers shall be covered and for which specific community and cultural events and volunteer plantings, landscaping, maintenance, and installation programs.

5. Integration. This Agreement constitutes the entire understanding between the City and the JCPC with respect to the subject matter hereof and supersedes all prior understandings, written or oral. The parties may, from time to time, choose to revisit the provisions of and make changes to this Agreement. Any changes to this Agreement shall have no effect unless and until

they are approved by the adoption of a resolution by the City's governing body and are set forth in a writing executed by both parties.

6. Designated Contacts. The following individuals are the designated contacts for the respective parties to this Agreement. The designated contacts may be changed by a notice in writing sent to the other party's designated contact:

JERSEY CITY PARKS COALITION

Laura Skolar, President

CITY OF JERSEY CITY

John Kelly, Business Administrator

7. Term of Agreement. This Agreement shall be effective as of the date it is executed by City officials and shall remain in effect unless terminated by mutual consent of the parties.

8. Non Liability. No director, agent, officer, member, or employee of the City of JCPC shall be personally liable under any of the provisions of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

9. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such determination shall not effect or impair any other provisions of this Agreement.

10. Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one in the same document.


11. Indemnification. The City agrees to assume any and all risk of loss or damage arising out of the acts, omissions, or negligence of the City, its agents, servants, employees, contractors and/or subcontractors in connection with the JCPC's entering into and performing the services described in this Agreement. The City further agrees to indemnify and hold harmless the JCPC, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all reasonable costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, City shall, at no cost or expense to the JCPC, defend against such claims, in which event the City shall not, without obtaining express permission in advance from the legal counsel of the JCPC, raise any defense involving in any way the immunity of the JCPC, or the provisions of any statutes respecting suits against the JCPC. The City's liability under this Agreement shall continue after its termination with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination. The JCPC agrees to assume any and all risk of loss or damage arising out of the acts, omissions, or negligence of the JCPC, its agents, servants, employees, contractors and/or subcontractors in connection with the City's entering into and

performing the services described in this Agreement. The JCPC further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all reasonable costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. The JCPC's total liability in connection with its acts, omissions, or negligence in performance of this Agreement and the indemnities agreed to by the JCPC shall not exceed the sum of one million dollars per occurrence and two million dollars in the aggregate, per the terms of the JCPC's general liability policy of insurance (described in paragraph 4, herein). If so directed, JCPC shall, at no cost or expense to the City, defend against such claims, in which event the JCPC shall not, without obtaining express permission in advance from the legal counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The JCPC shall be responsible for continually obtaining waivers from its Members and any individuals participating or volunteering in JCPC-sponsored community and cultural events and volunteer plantings, landscaping, maintenance, and installation programs in City Parks. These waiver agreements shall be made available to the City upon request and must be retained in JCPC records for a period of seven (7) years in accordance with State law. The JCPC's liability under this Agreement shall continue after its termination with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first appearing above.

THE CITY OF JERSEY CITY

Attest:

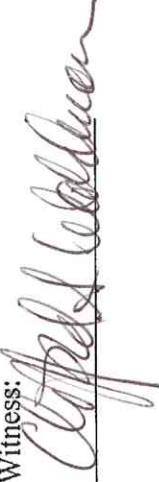
Signature: 
Print Name: Jeremiah I. Healy
Print Title: Mayor


Robert Byrne, City Clerk

JERSEY CITY PARKS COALITION

Witness:

Signature: 
Print Name: Emma Skolar
Print Title: President



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-295
 Agenda No. 10.Z.3
 Approved: APR 24 2013
 TITLE: _____



RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY PARKS COALITION

Council moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) owns parks and other open spaces in Jersey City that it operates, maintains and administers for the benefit of Jersey City's residents; and

WHEREAS, the Jersey City Parks Coalition (JCPC) is a non-profit corporation whose mission is to support and facilitate the democratic development, use and maintenance of new, proposed and existing public parks, community gardens, open spaces, and historic sites within Jersey City; and

WHEREAS, the JCPC promotes community and cultural events and organizes volunteer plantings, landscaping, maintenance, and installation programs in the City's parks and provides local input into the design, use, safety and future direction of City parks for residents and non-residents; and

WHEREAS, the City desires to assist the JCPC with its mission while meeting the goals set forth in the City's Recreation and Open Space Master Plan dated June 2008; and

WHEREAS, the JCPC and the City desire to enter into a Memorandum of Understanding that defines the cooperative agreement of the two parties and establishes the role of each party in their relationship.

NOW, THEREFORE, BE IT RESOLVED by the Jersey City Municipal Council that subject to such modifications as may be deemed necessary or appropriate by corporation counsel, the Mayor or Business Administrator is authorized to execute the attached Memorandum of Understanding between the City of Jersey City and the Jersey City Parks Coalition.

RR
4-17-13

APPROVED: _____
 APPROVED: *Julie*
 Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

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RECORD OF COUNCIL VOTE ON FINAL PASSAGE							4.24.13		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓		LAVARRO	✓	
DONNELLY	ABSENT			FULOP	✓		RICHARDSON	✓	
LOPEZ	✓			COLEMAN	✓		BRENNAN, PRES	✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk