

AMENDED AND RESTATED INTERLOCAL SERVICES AGREEMENT BETWEEN
THE CITY OF CAMDEN AND RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

This document constitutes the Amended and Restated Interlocal Services Agreement pursuant to N.J.S.A. 40:8A-1 et seq. entered between the City of Camden, a Municipal Corporation of the State of New Jersey of the first part, hereinafter referred to as the party of the first part or the "City" and the Rutgers, The State University of New Jersey of the second part, hereinafter referred to as the party of the second part or the "Rutgers."

THIS AGREEMENT, made and entered into as of this 26th day of June in the year of our Lord two thousand two (2002).

WHEREAS, the City found and determined that there existed a need for outdoor recreational opportunities in the City of Camden and the Cooper Grant neighborhood specifically; and

WHEREAS, Rutgers, found and determined that outdoor recreational opportunities were necessary and appropriate for the residents of its Camden Campus, situated in the City of Camden and in and around the Cooper-Grant neighborhood; and

WHEREAS, Rutgers and the City together determined that these opportunities were best provided through joint effort; and

WHEREAS, by Resolution MC-00:385 adopted on June 22, 2000 the City Council of the City of Camden authorized the City of Camden to enter into an interlocal services agreement with Rutgers, the State University of New Jersey in a joint effort to create an outdoor recreational complex in the Cooper Grant neighborhood to be called the Rutgers Community Park; and

WHEREAS, the City of Camden and Rutgers, the State University did execute said Interlocal Services Agreement on July 26, 2000; and

WHEREAS it is necessary to amend the Interlocal Services Agreement; now therefore

In Consideration of the mutual promises of the parties hereto and as set forth in resolution MC-02:326 adopted by the Camden City Council on May 23, 2002 it is agreed as follows:

I. TERM

This Agreement shall be for a period of twenty (20) years, commencing July 1, 2000.

II. SCOPE OF SERVICES

1. The CITY and RUTGERS do jointly agree to create an outdoor recreational complex in the Cooper-Grant neighborhood, to be called RUTGERS COMMUNITY PARK which shall consists of the facilities substantially as set forth in Exhibit "A".
2. The CITY applied for and received a \$500,000 loan and a \$500,000 grant from the Green Acres Program of the State of New Jersey which was used to purchase 5 Linden Street and the remainder of which will be used to acquire any additional sites, which may be needed, to clear the park site, and to create the park. ("Acquisition Grant and Loan")
3. Attached as Exhibit "B" is the Green Trust Project Agreement between the State of New Jersey by the Department of Environmental Protection

and the City of Camden, dated July 23, 1998 (hereinafter referred to as the "Project Agreement". Pursuant to Schedule D of the Project Agreement the City has agreed to repay the \$500,000 loan in semi-annual installments of \$15,545.80 beginning September 8, 1999. Rutgers hereby agrees to make any and all such payments on a timely basis.

4. The CITY applied for and received a \$500,000 loan and a \$500,000 grant from the Green Acres Program of the State of New Jersey, which was intended to be used for the development and construction of the park. ("Development Grant and Loan")
5. Rutgers completed the development and construction of the park for a total cost of \$5.2 million in May of 2000.
6. The CITY agrees to submit all necessary documents to the Green Acres Program of the State of New Jersey to draw down the proceeds of the Development Grant and Loan.
7. The CITY agrees to pay the proceeds from the Development Grant and Loan to Rutgers as its contribution to the cost of constructing the park.
8. Attached as Exhibit "C" is the Schedule of Loan Repayment for the loan portion of the Development Grant and Loan.
9. Rutgers hereby agrees to assume responsibility for any and all debt service that the City of Camden incurs as a result of accepting any grants and/or loans from the Green Acres Program of the State of New Jersey for the purpose of acquiring, clearing the park site, developing and constructing

the park, including the loan portions of the Acquisition Grant and Loan and the Development Grant and Loan each in the amount of \$500,000.

10. Rutgers hereby agrees to indemnify and hold the City harmless from any liability or penalty which the City incurs as a result of Rutgers not making timely payments to the New Jersey Department of Environmental Protection in accordance with Paragraph 3(i) of this Agreement.
11. The City agrees to take all actions necessary to acquire the land not owned by Rutgers or the City on request by Rutgers and subject to the availability of Green Acres grants and/or loan proceeds.
12. Rutgers and the City will establish an Operations Committee, which shall be made up of two (2) representative of Rutgers and two (2) representatives from the City. The representatives from the City shall be selected from the Department of Health and Human Services and the Office of the City Attorney, or such other two (2) representative as the Mayor shall hereafter select. The Operations Committee shall begin meeting at least three (3) months prior to the estimated date of the completion of construction of the Park. The Operations Committee will be responsible for developing an operating schedule and operating policies which are satisfactory to both the City and to Rutgers. Rutgers hereby agrees to indemnify and hold the City harmless from any liability from any acts or omissions of Rutgers relating to the operation of the Park.

- a. The Operations Committee shall among other things establish guidelines to organize mutual access to the recreation facility for both members of the public and students of Rutgers University. A yearly schedule of use shall be developed by the Operations Committee. Persons who desire to use the park shall file an application with either the University Athletic Division (or any other department designate by Rutgers) or with the City of Camden Department of Health and Human Services (or any department or agency designated by the City). Once the receiving agency has determined that there is no conflict with the yearly schedule and that such use is not in violation of park regulations, the receiving agency shall notify the non-receiving agency and issue a permit to the applicant.
- b. Rutgers shall be responsible for the day-to-day operation of the Park. Rutgers shall be responsible for all costs associated with the operation of the Park.
- c. Rutgers shall maintain liability insurance on the proposed park in the amount of \$3,000,000 on an occurrence basis which names the City as an additional insured on the policy itself, beginning with the removal of environmental hazards and demolition activities on the site of the proposed park. A copy of the insurance policy shall be provided to the City prior to the commencement of any activities on the park site by Rutgers. The amount of the insurance shall be adjusted on an annual basis in accordance with industry standards. Rutgers agrees to increase the amount of the insurance policy when requested by the City of Camden. Rutgers agrees to provide the City's Office of Risk

Management or its successor with a complete copy of the insurance policy on an annual basis. Such insurance may be carried under a blanket or master policy.

13. The Park shall be jointly designed and developed by Rutgers and the City. Rutgers and the City shall create a Project Management Team composed of a maximum of four (4) people. The City's Director of Planning shall designate two (2) people to serve on the Project Management Team. Rutgers shall designate two (2) people to serve on the Project Management Team. It shall be the responsibility of the Project Management Team to:
 - a. Request proposals for professional services to demolish any existing structures and develop design documentation for the proposed Rutgers/Community Park.
 - b. Provide overall project management.
 - c. Act as the selection committee and make the final recommendation of the awarding of the contract for developing design documentation by the City of Camden.
 - d. Consult with the Design Professional and make the final determination of the design of the Park.
 - e. Approve the Design and Construction Specifications drafted by the Design Professional.

- f. Submit the Specifications for the construction of the facility to the City's Bureau of Purchasing for public bidding when City monies are being utilized.
 - g. Make the final recommendation to the City as to the selection of a Contractor to construct the Park.
 - h. Act as the Construction Manager for the Project and upon recommendation of the Design Professional submit the Contractor's invoices for payment.
- 14. Once the City and Rutgers have agreed in writing on the recreational facilities, amenities, landscaping and general arrangement of the site plan for the proposed park, said plan shall not be substantially changed without the consent of Rutgers and Camden. Any changes requested by the City and agreed to by Rutgers, after the plan has been approved, must be funded wholly by the City if such changes increase costs beyond available funds.
- 15. Rutgers agrees to take all actions necessary to remove any environmental hazards, demolish the building located at 5 Linden Street in accordance with New Jersey law and the laws of the United States, to clear the site, and construct the improvements related to the proposed park, subject to the availability of Green Acres grants and/or loan proceeds as conveyed by the City to Rutgers or other funding.
- 16. Title to all land currently owned by Rutgers, and title to all land to be acquired by Rutgers and not otherwise currently owned by the City, within the project areas will remain with Rutgers. Rutgers agrees to lease

such lands to the City as required by the funding sources for at least twenty-five years for \$1.00. Specifically, Rutgers agrees to lease to the City the properties known as: Block 51, Lots 36, 45 through 47 and Block 52, Lots 86 through 99, 101 through 106, 124 through 133 and 135 through 142.

17. The City of Camden consents to Rutgers, its agents or contractors entering the property owned by the City of Camden for the purpose of removing environmental hazards, demolition of any existing structures on its property, the construction of any improvements and the operation and maintenance of the proposed park.
18. Rutgers Community Park is subject to the regulations and policies of the State of New Jersey, Green Acres Program.
19. Rutgers Community Park shall be available to the general public.

III. INDEMNIFICATION

1. Rutgers agrees to indemnify and hold harmless the City, its officers, agents and/or employees against any liability loss, cost damage, expense or claims asserted against the City, its officers, agents and/or employees which may be brought for or on account of the acts or omissions of the Rutgers, its officers, agents and/or employees under this Agreement.

2. Rutgers agrees to protect, defend, indemnify and save harmless the City from and against any and all loss, damage, penalties and expense, including legal fees and legal expenses, liens and liability for claims, demands, suits, judgments and costs (collectively, "Claims"),

incurred by reason of or resulting from or which may be claimed to have resulted from Rutger's removal of environmental hazards and demolition of the structure situate at 5 Linden Street, operation or maintenance of the proposed park or the negligence, or any act or omission of Rutgers, its servants, agents, employees or workmen, including but not limited to injuries received or death sustained by any person or loss of any property and damages therefrom except if caused by the sole negligence of the City.

IV. CONSTRUCTION OF THIS AGREEMENT

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the Laws of the State of New Jersey.

V. AMENDMENTS

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

VI. ENTIRE AGREEMENT

This written Agreement represents the entire understanding of the parties.

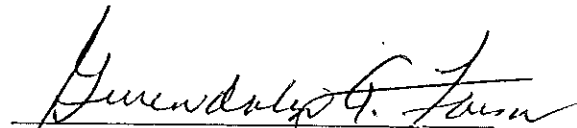
IN WITNESS WHEREOF, the party of the second part has caused these presents to be signed and sealed and the said City of Camden has caused these presents to be signed by its proper officers and sealed with its common or corporate seal, the day and year first aforesaid.

CITY OF CAMDEN


Signed, Sealed :
and Delivered in :
the presence of :




By:


GWENDOLYN FAISON
Mayor

ATTEST:

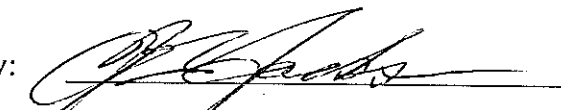

LUIS PASTORIZA
Municipal Clerk

Reviewed and approved as to form.
Authorized by Resolution MC-02:326


City Attorney

By:

RUTGERS OF CAMDEN



ATTEST:

EXHIBIT A

Rutgers - Camden Community Park

This is a proposal to assemble and clear an area adjacent to the Rutgers University Campus at Camden, NJ, for the construction of campus/community playing fields. A soccer field, two softball diamonds, a tennis court and a playground would be built as a part of the project. Other amenities may be added depending on funding availability and community needs.

The goals of the project are: to provide intercollegiate and intramural recreational areas for the Rutgers University Campus at Camden, to provide community open space, and to clear vacant, blighted buildings from the Cooper-Grant area of the city and thereby spur economic and housing development in the area.

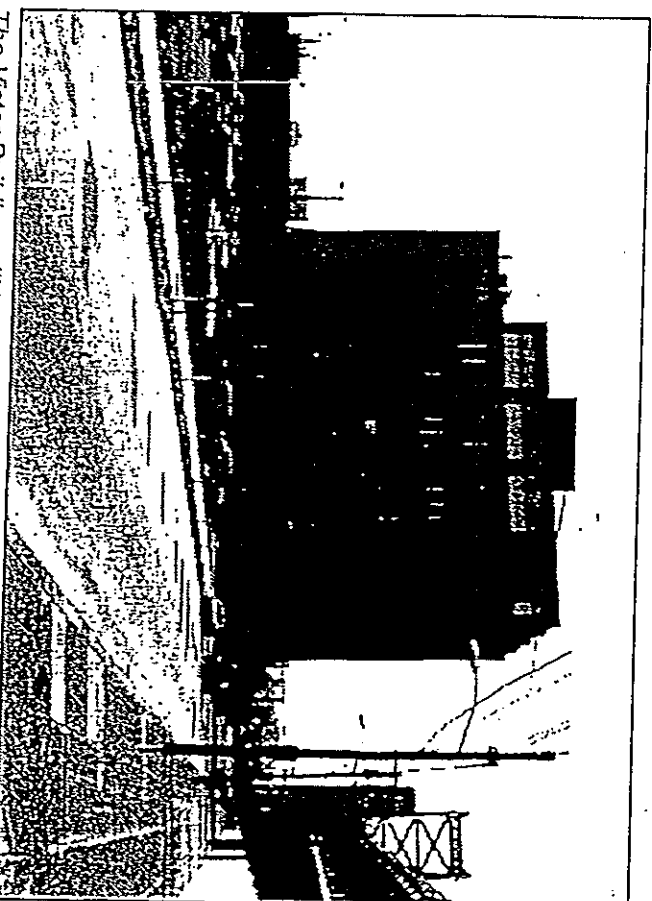
Most of the site is currently owned by Rutgers University. Some public rights-of-way and a former industrial site would also have to be acquired to enable project to proceed.

The first phase of the project, including site assembly, site clearance, and conversion to a fully lighted recreational complex, is estimated to cost \$4.394 million. The complex would be owned, operated, and maintained by the University, and would be open to the community.

The Plan

The Concept

This proposal will create a green oasis in an otherwise highly urban and seriously deteriorated part of the City of Camden. Two major blighting influences on the area, the Victor



The Victor Building will be demolished as part of this project.

Building and the soon to be vacant industrial site to its west, will be cleared, opening the neighborhood and campus to a spectacular view of the Philadelphia skyline across the Delaware River, and making the fields possible. The fields to be built will be of great practical utility both to Rutgers University and the City of

Camden, particularly the Historic Cooper-Grant area; serving both as a recreational and sports outlet and community gathering space. The complex will be carefully integrated into its historic and campus surroundings, so as to reinforce the area's strengths, and ameliorate some of its negative aspects. A major goal of the

Rutgers- Camden Community Park

Proposal

project is to spur area economic development activities, especially housing rehabilitation and construction, by the removal of vacant, blighted structures, and the creation of the open space.

The Site

The project site is generally immediately south of the Ben Franklin Bridge and west of North Second Street. Delaware Avenue and Linden Street also define various site edges. The site, which totals approximately 236,000 square feet (5.5 acres) is shown in Map Sheet 1.

Approximately 126,000 square feet of the site is currently owned by Rutgers University. City owned rights-of-way, primarily public streets and walks that run through the site, constitute another 39,000 sf of the area. Finally, a soon to be vacated industrial site on the western edge of the plan area contains about 68,200 sf of space.

The dominant feature of the existing site is the Victor Building, a vacant seven story former industrial facility owned by Rutgers and used for several years as a classroom/office facility before being replaced by two new buildings elsewhere in the vicinity. The building is beyond hope of cost effective reclamation and conversion to other uses. A major element of the site preparation cost will be the demolition of the Victor Building. Clearance of the industrial

facilities to the immediate west will also be a significant expense.

The Fields

A soccer field will be built, overlaid with a regulation college level softball field and an intramural level softball field. The existing inventory of tennis courts in the area will be expanded from three to four. Some general use open space will be provided to meet the needs of area children, particularly the children from the nearby Rutgers-Camden/Martin Luther King Day Care Center. A small playground may be provided based on funding availability.

Budget

This project is estimated to cost \$3.745 million. Key elements of the project are cost estimated on Table I.

Table I
PROJECT BUDGET

Land Acquisition:	925,000.
Demolition - Victor Building:	1,079,000.
Demolition - Other:	510,000.
Site Development (1):	1,231,000.
Total	\$3,745,000.

(1) Includes construction of soccer and baseball fields, tennis court, playground, lighting, fencing, & parking etc.

EXHIBIT B