

**MEMORANDUM OF AGREEMENT CONCERNING THE CITY OF
HACKENSACK PROVIDING A SCHOOL RESOURCE OFFICER TO THE
HACKENSACK PUBLIC SCHOOL DISTRICT**

THIS MEMORANDUM OF AGREEMENT ("MOA") MADE THIS 18th day of November, 2013, by and between THE CITY OF HACKENSACK (hereinafter "the City") and the HACKENSACK PUBLIC SCHOOL DISTRICT (hereinafter "the District"), bodies politic, for the City to provide a police officer from the City of Hackensack's Police Department to the District for utilization as a school resource officer ("SRO") at Hackensack High School for the 2013-2014 school year,

WITNESSETH

WHEREAS, the District has requested that the City provide a police officer from the City of Hackensack's Police Department for utilization as an SRO at Hackensack High School for the 2013-2014 school year; and

WHEREAS, the City has agreed to provide an SRO to the District for the 2013-2014 school year upon the terms and conditions hereinafter set forth: and

WHEREAS, the City and the District are authorized to enter into this Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.; and

WHEREAS, the City and the District hereby wish to enter into this Shared Services Agreement; and

NOW, THEREFORE, for and in good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and obligations hereinafter set forth, the City and the District hereby agree to and with each other as follows:

I. CONSIDERATION

The District agrees to compensate the City the costs of the salary and benefits of the police officer who is serving as the SRO. The City shall invoice the District on a monthly basis with payment due in full thirty (30) days thereafter.

II. DESIGNATION OF SRO

The City agrees to designate a police officer to serve as the SRO but reserves the right to change the police officer designated to this assignment at its sole discretion. The police officer assigned to the SRO position is and shall remain the sole

agent and employee of the City and will not be considered an agent or independent contractor of the District. The police officer's seniority, tenure, salary, pension benefits, schedule, work rules and other rights shall not be affected by this MOA.

III. TERM

The term of this MOA is retroactive from November 1, 2013, to June 30, 2014.

IV. INSURANCE

The City and the District will provide the appropriate insurance coverage and provide the appropriate insurance certificate annually, naming the other party as an additional insured.

V. INDEMNIFICATION

The District, its successors, assigns, contractors, agents, servants, officers, employees, designees, guests and invitees, shall indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities related to the services provided by the SRO pursuant to this MOA (excluding claims, including, without limitation, any claim alleging financial injury as a result of any negligent errors and/or omissions arising from the negligence of the City, its consultants, officers, employees out of the services being provided by and agents), which duty to indemnify, defend and hold harmless shall commence immediately upon assertion of a claim against the City. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the services provided by the SRO. The District, upon notice from the City, shall resist and defend, at the expense of the District, any legal action or proceeding brought against the City and/or its officers, employees, representatives and/or agents with counsel selected in the sole discretion of the City. In addition, at its option, the City may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the District's obligations under this Agreement.

VI. RELEASE

In consideration of the City and District entering into this MOA and the exchange

of the other consideration recited herein, the City hereby voluntarily, knowingly and willingly releases and forever discharges the District from any and all claims, actions, causes of action, damages, liabilities, obligations, duties, costs or expenses of any kind or nature whatsoever known or unknown, anticipated or unanticipated, which they ever had, now have, or hereafter may have, that were or could have been asserted regarding compensation the City is potentially entitled to from the District in relation to providing an SRO to the District from the 2006-2007 school year through the 2012-2013 school year.

VII. MISCELLANEOUS

This MOA contains the entire understanding of the parties. This MOA may not be modified or amended except by mutual agreement between the parties incorporated in writing and signed by the parties. This MOA shall be construed in accordance with the laws of the State of New Jersey. In the event that any provision of this MOA is deemed to be illegal by any Court or agency of competent jurisdiction, then the remaining provisions shall continue in full force and effect. In the event of any conflict between the terms, conditions, and provisions of this MOA and the provisions of the parties' policies or any permissive State and/or Federal law, then, unless otherwise prohibited by law, the terms of this MOA shall take precedence over the contrary provisions of each entities policies or any such permissive laws during the Agreement term.

VIII. AUTHORITY TO CONTRACT


Each of the undersigned represents to the other that he has the power and authority to execute and deliver this MOA on behalf of the applicable party, and that the parties have approved their respective resolutions authorizing the execution of this agreement, certified copies of which are attached hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this _____ day of _____, 2013.

ATTEST:



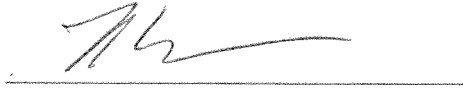
Debbie Heck, City Clerk

CITY OF HACKENSACK


John P. Labrosse, Jr., Mayor

Dated: 11/25, 2013

ATTEST:



Mark Kramer
Secretary, Board of Education

Dated: 11/18/13, 2013

**HACKENSACK PUBLIC
SCHOOL DISTRICT**



Veronica Bolcik McKenna
President, Board of Education

**CITY OF HACKENSACK
RESOLUTION**

NO. 487-13

OFFERED BY: CANESTRINO

SECONDED BY: GREENMAN

**RESOLUTION AUTHORIZING THE CITY OF
HACKENSACK TO ENTER INTO AN
AGREEMENT WITH THE HACKENSACK
PUBLIC SCHOOL DISTRICT REGARDING THE
PROVISION OF A SCHOOL RESOURCE
OFFICER**

WHEREAS, the City of Hackensack ("City") desires to enter into an agreement ("Agreement") with the Hackensack Public School District ("District") for the City to provide a police officer from the City of Hackensack's Police Department to the District for utilization as a school resource officer ("SRO") at Hackensack High School for the 2013-2014 school year; and

WHEREAS, the City has agreed to provide an SRO to the District for the 2013-2014 school year upon the terms and conditions set forth in the Agreement; and

WHEREAS, the City and the District are authorized to enter into this Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.; and

WHEREAS, the Council finds it in the best interest of the City to enter this Agreement; and

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON NOVEMBER 25, 2013.**



DEBRA HECK, CITY CLERK

**CITY OF HACKENSACK
RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hackensack, that the Mayor be and is hereby authorized and directed to enter into an Agreement with the appropriate authority of the Hackensack Public School District for the utilization of a police officer from the Hackensack Police Department by the District at Hackensack High School for the 2013-2014 school year in the form of a school resource officer.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to retain a copy of the contracts for public inspection.

Roll Call - Ayes: Battaglia, Canestrino, Greenman, Sims, Labrosse

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
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DEBRA HECK, CITY CLERK