

# EXHIBIT "A"

**Hold Harmless Agreement**

This HOLD HARMLESS AGREEMENT ("Agreement") is made effective on June \_\_, 2017 by and between the Township of North Bergen ("North Bergen"), of 4233 Kennedy Blvd, North Bergen, New Jersey 07047, the North Bergen Board of Education ("NBBOE"), of 7317 Kennedy Blvd, North Bergen, New Jersey 07047 and the West Orange Police Department via the Township of West Orange (hereinafter, "West Orange"), of 60 Main Street, West Orange, New Jersey 07052. North Bergen, NBBOE and West Orange are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

**WHEREAS**, North Bergen desires to have West Orange use Robert Fulton Elementary School located at 7407 Hudson Avenue, North Bergen, New Jersey 07047 (the "Property") to host an "Active Shooter Simulation" for the North Bergen Police Department, NBBOE administrators and students and Robert Fulton Elementary School staff on Friday, June 23, 2017; and

**WHEREAS**, in exchange for conducting the Active Shooter Simulation, North Bergen and NBBOE desires to hold harmless West Orange from any claims and/or litigation arising out of the West Orange's use of the Property.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, North Bergen, NBBOE and West Orange hereby agree as follows:

**TERMS**

**1. Hold Harmless**, North Bergen and NBBOE shall fully defend, indemnify, and hold harmless West Orange from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, or negligence on the part of West Orange, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers, including but not limited to personal injury and/or property damage arising out of the Active Shooter Simulation. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to West Orange for all legal fees, expenses, and costs incurred by it. North Bergen shall provide proof of insurance to West Orange prior to the Active Shooter Simulation. Such certificate shall name West Orange as an additional insured with limits of not less than \$1 million per occurrence.

**2. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual power, right, and authority to make this Agreement and bind each respective Party. To the extent that any governmental body must approve the Agreement, the parties represent and warrant that an appropriate Resolution has been obtained.

**3. Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

**4. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

**5. Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

**6. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statement or agreements between the Parties related to such matters.

**7. Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under New Jersey law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under New Jersey law.

**8. Applicable Law.** This Agreement shall be governed exclusively by the laws of New Jersey, without regard to conflict of law provisions.

**9. Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in

the Superior Court of New Jersey, Law Division in Essex County, New Jersey. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

**10. Signatures.** This Agreement shall be signed on behalf of North Bergen by Allen Pascual, North Bergen Commissioner of Public Safety, on behalf of NBBOE by Dr. George Solter, North Bergen Superintendent of Schools and on behalf of West Orange by Robert D. Parisi, Mayor of West Orange and effective as of the date first written above. This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

TOWNSHIP OF NORTH BERGEN

NORTH BERGEN BOARD OF EDUCATION

\_\_\_\_\_  
ALLEN PASCUAL  
North Bergen Commissioner of Public Safety

\_\_\_\_\_  
DR. GEORGE SOLTER  
North Bergen Superintendent of Schools

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
ROBERT D. PARISI  
Mayor for the Township of West Orange