

A9359
SK

MEMORANDUM OF AGREEMENT

THIS MOA ENTERED INTO ON THIS 16 DAY OF NOVEMBER 2016

BETWEEN

ATLANTIC CITY RECREATION DEPARTMENT

AND THE

STOCKTON UNIVERSITY

Stockton University, an institution of higher education organized pursuant to statute located at 101 Vera King Farris Drive, Galloway, New Jersey 08205, and the City of Atlantic City and the Atlantic City Recreation Department (ACRD) located at 1301 Bacharach Boulevard, Atlantic City, NJ 08401, had discussions as to collaborating to permit Stockton students to participate with the Atlantic City Recreation Department staff to assist with strengthening and conditioning, basketball training, and poetry classes at Dr. Martin Luther King Jr. School Complex located at 1700 Marmora Ave., Atlantic City, NJ 08401. Students will be working with children ages 8 to 17. This collaboration will take place permitting student, faculty, and staff availability on Tuesdays and Wednesdays from 5:30 pm to 7:00 pm.

WHEREAS, Atlantic City Recreation Department (ACRD) and Stockton University (University) met to discuss supporting an after-school recreation program initiative at Dr. Martin Luther King Jr. School Complex located at 1700 Marmora Ave., Atlantic City, NJ 08401;

WHEREAS, The City of Atlantic City enters into a Memorandum of Agreement between the Atlantic City Recreation Department and Stockton University to permit Stockton students to assist with strengthening and conditioning, basketball training, and poetry classes at the after-school program provided by Atlantic City Recreation Department at Dr. Martin Luther King Jr. School Complex located at 1700 Marmora Ave., Atlantic City, NJ 08401 during academic year 2016-2017.

NOW, THEREFORE, on this ____ day of November 2016, Atlantic City Recreation Department and Stockton University hereby agree as follows:

1. **RESPONSIBILITIES OF ACRD:**
 - a. Provide to the University's students an orientation relating to their responsibilities in the program, including any ACRD emergency procedures, reporting requirements, and student emergency contacts.
 - b. The City of Atlantic City is a self-insured public entity.
 - c. Conduct background checks at no cost to University students in accordance with the following:

Criminal Offender Record Information ("CORI"). To the extent Atlantic City Recreation Department elects to require a CORI check prior to commencement of a student's participation in the Program, (i) Atlantic City Recreation Department shall provide reasonable advance written notice of such requirement and a copy of its screening form to the University, (ii) The University shall inform the student that completion of the CORI check is a prerequisite to his/her participation in the Atlantic City Recreation Department program, (iii) the student shall be responsible for initiating and obtaining a CORI check and shall notify the University of any results that would disqualify the student from participation in the program. Atlantic City Recreation Department agrees to (i) use reasonable efforts and diligence to maintain the confidentiality of the information contained in any CORI check, (ii) comply with provisions of the Family Educational Rights and Privacy Act (FERPA) and any other applicable federal or state privacy statute.

- d. Provide adequate security and a safe environment for University students participating in this initiative.

2. RESPONSIBILITIES OF THE UNIVERSITY:

- a. Provide its students and interns who will work with children ages 8 to 17.
- b. Students will come from different University programs or units and may be overseen by different University units or from outside organizations or entities.
- c. University students will be from the Stockton Service Learning Program, the Stockton Center for Community Engagement (SCCE), the Stockton Athletic Program, and the University's internship program. The students will be overseen by University personnel.

3. **TERM:** This MOA shall become effective immediately and shall continue until June 30, 2016.

4. **INSURANCE COVERAGE: INTENTIONALLY DELETED. PLEASE SEE ATTACHED PEZARRAS MEMO.**

5. **INDENMITY:** The Parties shall be responsible for their own acts of negligence. The College is a State entity under and subject to N.J.S.A. 18A:64-82 and is subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq..

6. **NON-DISCRIMINATION:** Atlantic City Recreation Department and its members agree that no person shall on the grounds of race, color, creed, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary, cellular or blood trait, genetic information, liability for services in the Armed Forces of the United States or disability be excluded from participation in or denied the benefits of the program. N.J.S.A. 10:5-31 et seq.

7. **SEXUAL HARASSMENT POLICY:** Atlantic City Recreation Department shall adhere to the City's sexual harassment policy applicable to employees, and the students shall adhere to the City's sexual harassment policy applicable to students. See www.stockton.edu for more information.

8. **INDEPENDENT CONTRACTORS:** Stockton Faculty and Student participants shall not be considered and are not employees of the City.
9. **MODIFICATIONS:** This MOA may be modified or amended by mutual consent of the parties where such modifications shall be in writing approved by both parties.
10. **GOVERNING LAW:** This MOA shall be governed and construed in accordance with the laws of the State of New Jersey in the courts of the State of New Jersey without regard to the principles of conflicts of law.
11. **CAPTIONS:** The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this MOA.
12. **TERMINATION:** This MOA may be terminated by either party through giving thirty (30) days written notice to the other party of the said intention to terminate.

IN WITNESS WHEREOF we have hereunto set our hands and seals on the day and year above first written:

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei

Paula Geletei, City Clerk

Donald A. Guardian

Donald A. Guardian, Mayor

STOCKTON UNIVERSITY

November 8, 2016

Date

Merydewilda Colón

Merydewilda Colón, Executive Director,
Stockton Center for Community Engagement

ATLANTIC CITY RECREATION DEPARTMENT

Nov. 19, 2016

Date

Mike Bailey

Mike Bailey, Executive Director of Recreation

Approved as to form and execution.

Date: 11-15-2016

Michael J. Perugini

Michael J. Perugini, Deputy City Solicitor

**New Jersey State Colleges and Universities
Risk Management
2000 Pennington Road, P.O. Box 7718
Ewing, New Jersey 08628-0718**

Sharon K. Pezarras (609) 771-2109
pezarras@tcnj.edu

Dear Contract Administrator:

Re: Statutes Applicable to State Contracts

Stockton University, as a State entity under and subject to the provisions of N.J.S.A. 18A:64-82, with noted exceptions is prohibited from providing indemnification. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the availability of appropriations.

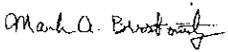
The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Tort Claims Act also creates a fund that provides for payment of claims under the Act against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties.

By entering into this agreement, you agree that the exclusive jurisdiction for all claims brought against Stockton University, shall be in the courts of the State of New Jersey subject to New Jersey law without regard to principles of conflicts of laws. Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, NJ 08625.

Should you have any questions regarding the contents of this letter, please call Michael Angulo, Esq., Staff Counsel at Stockton University (609) 626-6072.

Sharon K. Pezarras
Risk Manager
New Jersey State Colleges and Universities

MEMORANDUM OF INSURANCE				Date Issued September 22, 2016	
Producer Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 www.proliability.com			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured The Students of Stockton University 101 Vera King Farris Drive Galloway, NJ 08205			Company Affording Coverage Liberty Insurance Underwriters Inc.		
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability General Liability	AHV-100447005	09/01/2016	09/01/2017	Per Occurrence	\$1,000,000
				Aggregate	\$3,000,000
Evidence of Insurance Faculty is only covered while instructing the students. The school is named as an additional insured. Coverage includes General Liability occurrences at 101 Vera King Farris Drive Galloway, NJ 08205, but only as respects to claims arising out of the sole negligence of the Persons Insured under the provisions of this policy.					
Memorandum Holder: The Students of Stockton University 101 Vera King Farris Drive Galloway, NJ 08205			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative  Mark Brostowitz Principal		

Resolution of the City of Atlantic City

No. 656

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Deputy City Solicitor /s/ Michael J. Perugini

Director/s/ Paul Jerkins, Public Works

Prepared by City Solicitor's Office

Council Members MARSH & RANDOLPH present the following Resolution:

RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE RICHARD STOCKTON COLLEGE OF NEW JERSEY TO ALLOW STOCKTON FACULTY AND STUDENTS TO ASSIST THE ATLANTIC CITY RECREATION DEPARTMENT IN PROVIDING RECREATION ACTIVITIES IN THE CITY

WHEREAS, Atlantic City Recreation Department (ACRD) and Stockton University (University) met to discuss supporting an after-school recreation program initiative at Dr. Martin Luther King Jr. School Complex located at 1700 Marmora Ave., Atlantic City, NJ 08401;

WHEREAS, the City of Atlantic City has a need to enter into a Memorandum of Understanding with the Richard Stockton College of New Jersey to allow collaboration and assistance and to permit Stockton Faculty and Students to participate with the Atlantic City Recreation Department and to assist with strengthening, conditioning, basketball training and poetry reading until June 30, 2017; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest to a Memorandum of Understanding between the City of Atlantic City, the Richard Stockton College of New Jersey and the City of Atlantic City and the Recreation Department for the purpose of allowing Stockton Faculty and Students to assist the Recreation Department in providing recreational activities to the youths of Atlantic City.

SH November 3, 2016 8:42 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
CHENG	X						MARSH	X					X
DELGADO	X						RANDOLPH	X				X	
GILLIAM	X					X	SHABAZZ	X					
KURTZ	X						TIBBITT	X					
SMALL, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: NOVEMBER 02, 2016

/s/ Paula Geletei, City Clerk