



JOANNA C. SCHWARTZ  
ACTING PROFESSOR OF LAW

SCHOOL OF LAW  
BOX 951476  
LOS ANGELES, CALIFORNIA 90095-1476  
phone: (310) 206-4032  
Email: schwartz@law.ucla.edu

April 16, 2013

Daniel D. Duffy  
FOI Administrator  
The Port Authority of New York and New Jersey  
225 Park Avenue South  
New York, NY 10003

**Re: Freedom of Information Reference Number 13292**

Dear Mr. Duffy:

Last year, I submitted a freedom of information request; you denied the request on the ground that the request sought information, not records. Accordingly, please consider the attached revised request for records. Pursuant to the New York's Freedom of Information Law (N.Y. Pub. Off. Law § 84), I request access to and copies of the following:

1. Any records reflecting the amount awarded to plaintiffs between 2006-2011, in cases where a) one or more of the defendants was an employee of the Port Authority of New York and New Jersey Police Department and b) the plaintiff alleged defendants were acting in their capacity as state employees at the time of the events claimed.
2. Any records reflecting any instance in which the Port Authority declined to indemnify an employee of the Port Authority Police Department for compensatory and/or punitive damages, and the amount the defendant was required to pay. If there are no responsive records because there has been no instance in which an employee of the Port Authority was declined indemnification, please so state.
5. Any records reflecting the Port Authority's indemnification policies or practices.

I agree to pay reasonable duplication fees for the processing of this request. If the cost exceeds \$20, please contact me before processing to discuss payment.

If my request is denied in whole or part, I ask that you justify all deletions by reference to specific exemptions of the act.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Joanna C. Schwartz".

Joanna C. Schwartz

**THE PORT AUTHORITY OF NY & NJ**

*FOI Administrator*

July 5, 2013

Ms. Joanna C. Schwartz  
University of California, Los Angeles  
School of Law  
P.O. Box 051476  
Los Angeles, CA 90095-1476

Re: Freedom of Information Reference No. 13932

Dear Ms. Schwartz:

This is a response to your April 16, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of records related to the indemnification of Port Authority employees from 2006-2011.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13932-O.pdf>.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Ann L. Qureshi  
FOI Administrator

**BY-LAWS OF  
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

**Corrected to September 20, 2012**

## XI. DEFENSE AND INDEMNIFICATION OF INDIVIDUALS

1. As used in this Article XI, the term "indemnified party" shall mean an individual who is a Commissioner, officer, or employee of the Port Authority. The terms "Commissioner," "officer," and "employee" shall include a former Commissioner, officer, and employee, and the estate or a judicially appointed personal representative of such present or former Commissioner, officer, or employee.

2. Upon compliance by an indemnified party with the provisions of paragraph 8 of this Article XI, the Port Authority shall provide for the defense of the indemnified party in any civil action or proceeding in any state or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Port Authority employment or duties; or which is brought pursuant to section nineteen hundred eighty-one or nineteen hundred eighty-three of title forty-two of the United States Code and the act or omission underlying the action occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Port Authority employment or duties. The Port Authority shall not provide for a defense where such civil action or proceeding is brought by or on behalf of the Port Authority or to recover Port Authority funds.

3. Where an individual seeking indemnification delivers process and a request for a defense to General Counsel as required by paragraph 8 of this Article XI, General Counsel shall take the necessary steps on behalf of the individual in order to avoid entry of a default judgment pending resolution of any question pertaining to the determination to provide for a defense. General Counsel shall represent such individual; provided, however, that General Counsel shall, with the approval of the Executive Director (in accordance with policies adopted by the Board of Commissioners), assign outside counsel where General Counsel determines, based upon an investigation and review of the facts and circumstances of the case, that representation by General Counsel would be inappropriate; or whenever a court of competent jurisdiction determines that a conflict of interest exists and that the individual is entitled to be represented by outside counsel.

4. The Port Authority shall indemnify and save harmless an indemnified party in the amount of any judgment obtained against such indemnified party in any state or federal court, or in the amount of any settlement of a claim, or shall pay such judgment or settlement; provided, however, that the act or omission from which such judgment or settlement arose occurred while the indemnified party was acting within the scope of Port Authority employment or duties; and provided, further, that the Port Authority shall not indemnify and save harmless or pay under this Article XI where the injury or damage resulted from actual fraud, actual malice, willful misconduct or intentional wrongdoing on the part of the party seeking indemnification, or where the Port Authority has brought the action.

5. Any proposed settlement or final judgment which may be subject to indemnification or payment by the Port Authority in accordance with these By-Laws, if not inconsistent with the provisions of this Article XI, shall, as applicable, be authorized

for payment in accordance with the provisions of these By-Laws; provided, however, that General Counsel has determined that such proposed settlement or final judgment is in the best interest of the Port Authority. Nothing in this Article XI shall be construed to authorize the Port Authority to indemnify and save harmless or pay an indemnified party with respect to a settlement not so reviewed and approved by General Counsel.

6. Nothing in this Article XI shall require the Port Authority to indemnify or save harmless an indemnified party with respect to fines or penalties; provided, however, that the Port Authority shall indemnify and save harmless an indemnified party in the amount of any costs, attorneys' fees, damages, fines, or penalties which may be imposed by reason of an adjudication that an indemnified party, acting within the scope of Port Authority employment or duties, has, without willfulness or intent, violated a prior order, judgment, consent decree, or stipulation of settlement entered in any court of the State of New York or New Jersey or of the United States.

7. The Port Authority may, consistent with applicable law, provide for a defense when punitive damages are sought or criminal charges are asserted, in connection with any alleged act or omission which occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Port Authority employment or duties, based upon an investigation and review of the facts and circumstances and a determination by General Counsel that provision of such defense would be in the best interest of the Port Authority; provided, however, that the Port Authority shall provide reimbursement of defense costs incurred by or on behalf of an indemnified party in defense of a criminal proceeding arising out of such an act or omission, upon acquittal or dismissal of the criminal charges. Furthermore, the Port Authority may, consistent with applicable law, indemnify or save harmless an indemnified party with respect to fines or penalties, based upon an investigation and review of the facts and circumstances of the case and a determination by General Counsel that to indemnify and save harmless such indemnified party would be in the best interest of the Port Authority.

8. The benefits of this Article XI shall be conditioned upon (i) delivery to General Counsel of the original or a copy of any summons, complaint, process, notice, demand or pleading within five days after receipt or service of such document, such delivery being deemed a request by the party seeking indemnification that the Port Authority provide for defense pursuant to this Article XI; (ii) the full cooperation of the indemnified party in the defense of such action or proceeding and in defense of any action or proceeding against the Port Authority based upon the same act or omission, and in the prosecution of any appeal; and (iii) the agreement of the indemnified party that the Port Authority shall be entitled to withdraw such defense and demand reimbursement from such party for costs incurred in connection with such defense in the event that, upon further discovery, indemnification is not required or otherwise warranted under this Article XI.

9. The benefits of this Article XI shall inure only to an indemnified party as defined herein and shall not enlarge or diminish the rights of any other party. This Article XI shall not in any way affect the obligation of any claimant to give any notice otherwise required by any provision of law. The provisions of this Article XI shall not be

construed to impair, alter, limit, or modify the rights and obligations of any insurer under any policy of insurance.

10. Except as otherwise specifically provided herein, the provisions of this Article XI shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity available to or conferred upon any unit, entity, Commissioner, officer, or employee of the Port Authority, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

11. In compliance with policies established by the Board of Commissioners, the Executive Director is authorized to publish such rules and regulations as are necessary to effectuate the purposes of this Article XI.

**MEMORANDUM OF AGREEMENT**

**January 21, 2003 – January 20, 2010**

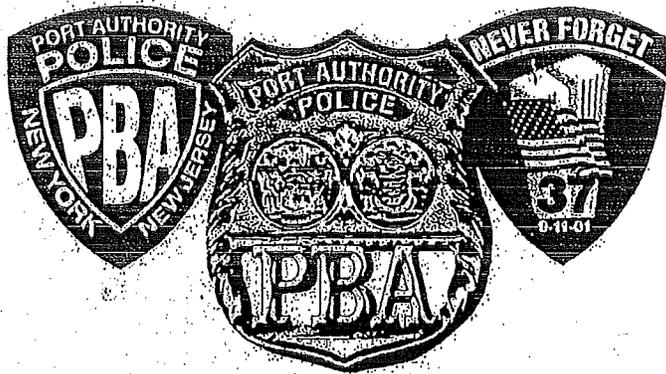
**between**



**THE PORT AUTHORITY OF NY & NJ**

**and**

**The Port Authority  
Police Benevolent Association, Inc.**



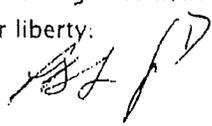
*Gus Danese*  
**President**

### III. Indemnification and Defense Against Civil Liability

1) During the term of this Memorandum of Agreement, for all claims or causes of action covered by the terms of this Section as set forth below which claims or causes of action may occur or be asserted during the term of this Memorandum of Agreement, and if such Police Officer has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said Police Officer has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him, the Port Authority will, to the extent permitted by applicable law:

a) pay on behalf of any Police Officer all sums which the Police Officer shall become legally obligated to pay as damages because of acts or omissions arising out of the activities of one or more members of the Port Authority Police Force, within the scope of his employment as a Port Authority Police Officer including the following perils:

- (i) False Arrest, False Imprisonment or Unlawful Detention;
- (ii) Assault and/or Battery;
- (iii) Malicious Prosecution;
- (iv) Defamation, Libel, Slander, Humiliation or Violation of Right of Privacy (unless arising out of advertising), Occupancy or Wrongful Entry;
- (v) Negligence;
- (vi) False or Improper Service of Process;
- (vii) Violation of Property Rights;
- (viii) Personal Injury, Mental Anguish, Mental Injury and Shock;
- (ix) Third Party Property Damage as a result of False Arrest (property of person being arrested); and
- (x) Claims made or actions brought pursuant to the United States constitution, or the constitutions of the States of New York and New Jersey, or any law affording a civil right of action for damages by reason of an invasion of a civil right or liberty.



The coverage for assault and/or battery and/or third party property damage is limited to any acts of any Police Officer committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest or committed during the time that any person under arrest is in the care, custody or control of any Police Officer; in resisting an overt attempt to escape by a person in the care, custody or control of any Police Officer, or while in lawful confinement; or any other situation within the scope of his employment as a Port Authority Police Officer where the Police Officer has not used unjustifiable or excessive force.

2) Definitions. For purposes of this Section, the following terms are defined as indicated:

a) "Police Officer". In addition to its definition contained in Section I, Paragraph I of this Memorandum of Agreement, the words "Police Officer" shall include the heirs, executors, administrators or other legal representatives of a Police Officer in the event of his death or incapacity.

b) "Damages". The word "Damages" shall mean damages (and costs and interest included in any judgment entered) to the extent the Port Authority is permitted by applicable law to pay such damages.

3) With respect to the indemnity afforded by this Section the Port Authority shall, to the extent permitted by applicable law, defend, either through its General Counsel or such other counsel as it may choose in its discretion, any claim or suit against a Police Officer seeking damages to which this indemnity applies even if any of the allegations of the suit are groundless, false or fraudulent.

4) This Section shall not be subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

5) Nothing contained in this Section is intended otherwise to restrict the right of any Police Officer to pursue any available remedy, including a plenary court hearing.

6) The Port Authority may, in its discretion, discharge any or all of its obligations under this Section by the purchase of insurance coverage for such obligations.

**THE PORT AUTHORITY OF NY & NJ**

Police Division  
One PATH Plaza  
Jersey City, N.J. 07306

October 20, 1989

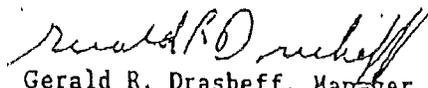
Police Officer Gus Danese  
President, Port Authority Police  
Benevolent Association, Inc.  
220 Bridge Plaza South  
Fort Lee, New Jersey 07024

Dear Officer Danese,

Upon execution, this letter agreement will be part of the current Memorandum of Agreement between the Port Authority and the Port Authority Police Benevolent Association, Inc., and the successor Memorandum of Agreement. It sets forth the current agreement between the parties on matters concerning the participation of Police Officers assigned to the current K-9 program and any expansion thereof. Unless otherwise indicated below, all provisions of the Memorandum of Agreement shall be applicable to Police Officers who are assigned to the K-9 Program.

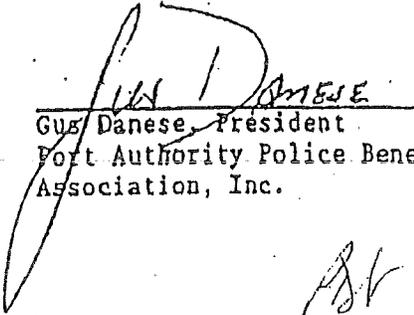


Sincerely,

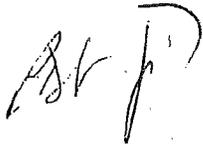


Gerald R. Drasheff, Manager  
Police Planning and  
Administration

Agreed to:



Gus Danese, President  
Port Authority Police Benevolent  
Association, Inc.



October 1, 1981

Dominick Evangelista, President  
Port Authority Police  
Benevolent Association, Inc.

Gennaro Aprile, President  
Port Authority Police Sergeants  
Benevolent Association

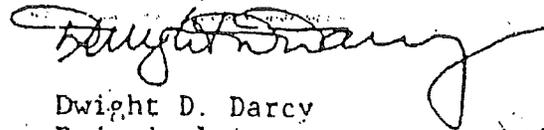
Ernest Rossano, President  
Port Authority Police Superior  
Officers Association

Frank Carlomagno, President  
Port Authority Detectives  
Benevolent Association

Gentlemen:

This is to advise you that the coverage afforded by the Section in each of the Memoranda of Agreement executed this date with your respective Associations, entitled "Indemnification and Defense Against Civil Liability", is not limited to activities occurring while the police employee is actually on duty performing services for which he is being compensated by the Port Authority, provided the activities are otherwise covered by the terms of that provision.

Very truly yours,



Dwight D. Darcy  
Principal Attorney



1/13/94

This letter is not subject to the grievance-arbitration procedure of the Memorandum of Agreement

Memorandum of Agreement

Between

**The Port Authority of New York & New Jersey**



and

**The Port Authority Police  
Detectives Endowment Association, Inc.**

January 21, 2003 - January 20, 2010

*Richard Masella, President*

## XLIX. INDEMNIFICATION AND DEFENSE AGAINST CIVIL LIABILITY

1. During the term of this Memorandum of Agreement, for all claims or causes of action covered by the terms of this Section as set forth below which claims or causes of action may occur or be asserted during the term of this Memorandum of Agreement, and if such Detective has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said Detective has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him, the Port Authority will, to the extent permitted by applicable law:

a. pay on behalf of any Detective all sums which the Detective shall become legally obligated to pay as damages because of acts or omissions arising out of the activities of one or more members of the Port Authority Police Force, within the scope of his employment as a Port Authority Detective including the following perils:

- (i) False Arrest, False Imprisonment or Unlawful Detention;
- (ii) Assault and/or Battery;
- (iii) Malicious Prosecution;
- (iv) Defamation, Libel, Slander, Humiliation or Violation of Right of Privacy (unless arising out of advertising), Occupancy or Wrongful Entry;
- (v) Negligence;
- (vi) False or Improper Service of Process;
- (vii) Violation of Property Rights;
- (viii) Personal Injury, Mental Anguish, Mental Injury and Shock;

PM  
AK

- (ix) Third Party Property Damage as a result of False Arrest (property of person being arrested); and
- (x) Claims made or actions brought pursuant to the United States Constitution, or the Constitutions of the States of New York and New Jersey, or any law affording a civil right of action for damages by reason of an invasion of a civil right or liberty.

The coverage for assault and/or battery and/or third party property damage is limited to any acts of any Detective committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest or committed during the time that any person under arrest is in the care, custody or control of any Detective; in resisting an overt attempt to escape by a person in the care, custody or control of any Detective, or while in lawful confinement; or any other situation within the scope of his employment as a Port Authority Detective where the Detective has not used unjustifiable or excessive force.

2. Definitions. For purposes of this Section, the following terms are defined as indicated:

- a. "Detective". In addition to its definition contained in Section 1, Paragraph 1 of this Memorandum of Agreement, the word "Detective" shall include the heirs, executors, administrators or other legal representatives of a Detective in the event of his death or incapacity.
- b. "Damages". The word "Damages" shall mean damages (and costs and interest included in any judgment entered) to the extent the Port Authority is permitted by applicable law to pay such damages.

3. With respect to the indemnity afforded by this Section the Port Authority shall, to the extent permitted by applicable law, defend, either through its General Counsel or such other counsel as it may choose in its discretion, any claim or suit against a Detective seeking damages to which this indemnity applies even if any of the allegations of the suit are groundless, false or fraudulent.

4. This Section shall not be subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

5. Nothing contained in this Section is intended otherwise to restrict the right of any Detective to pursue any available remedy, including a plenary court hearing.

6. The Port Authority may, in its discretion, discharge any or all of its obligations under this Section by the purchase of insurance coverage for such obligations.

PWA  
ASh

October 1, 1981

Dominick Evangelista, President  
Port Authority Police  
Benevolent Association, Inc.

Gennaro Aprile, President  
Port Authority Police Sergeants  
Benevolent Association

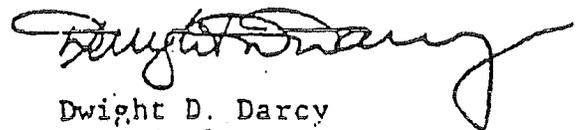
Ernest Rossano, President  
Port Authority Police Superior  
Officers Association

Frank Carlomagno, President  
Port Authority Detectives  
Endowment Association

Gentlemen:

This is to advise you that the coverage afforded by the Section in each of the Memoranda of Agreement executed this date with your respective Associations, entitled "Indemnification and Defense Against Civil Liability", is not limited to activities occurring while the police employee is actually on duty performing services for which he is being compensated by the Port Authority, provided the activities are otherwise covered by the terms of that provision.

Very truly yours,



Dwight D. Darcy  
Principal Attorney



This letter is not subject to the grievance-arbitration procedure of the Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

BETWEEN

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

AND

THE PORT AUTHORITY POLICE  
SERGEANTS BENEVOLENT  
ASSOCIATION

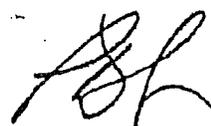
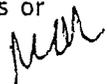
January 21, 2003 to January 20, 2010

MARK L. O'NEILL,  
President

220 Bruce Reynolds Blvd.  
Fort Lee, New Jersey  
201-592-6191 FAX 201-592-5982

LII. INDEMNIFICATION AND DEFENSE AGAINST CIVIL LIABILITY

1. During the term of this Memorandum of Agreement, for all claims or causes of action covered by the terms of this Section as set forth below which claims or

A large, stylized handwritten signature in black ink, possibly reading 'ABH'.Handwritten initials in black ink, possibly reading 'MMA'.

causes of action may occur or be asserted during the term of this Memorandum of Agreement, and if such Police Sergeant has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said Police Sergeant has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him, the Port Authority will, to the extent permitted by applicable law:

- a. pay on behalf of any Police Sergeant all sums which the Police Sergeant shall become legally obligated to pay as damages because of acts or omission arising out of the activities of one or more members of the Port Authority Police Force, within the scope of his employment as a Port Authority Police Sergeant including the following perils:
  - (i) False Arrest, False Imprisonment or Unlawful Detention;
  - (ii) Assault and/or Battery;
  - (iii) Malicious Prosecution;
  - (iv) Defamation, Libel, Slander, Humiliation or Violation of Right of Privacy (unless arising out of advertising), Occupancy or Wrongful Entry;
  - (v) Negligence;
  - (vi) False or Improper Service of Process;
  - (vii) Violation of Property Rights;
  - (viii) Personal Injury, Mental Anguish, Mental Injury and Shock;
  - (ix) Third Party Property Damage as a result of False Arrest (property of person being arrested); and
  - (x) Claims made or actions brought pursuant to the United States Constitution, or the Constitutions of the States of New York and New Jersey, or any law affording a civil right of action for damages by reason of an invasion of a civil right or liberty.

The coverage for assault and/or battery and/or third party property damage is limited to any acts of any Police Sergeant committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest or committed during the time that any person under arrest is in the care, custody or control of any Police Sergeant; in resisting an overt attempt to escape by a person in the care, custody or control of any Police Sergeant, or while in lawful confinement; or any other situation within the scope of his employment as a Port Authority Police Sergeant where the Police Sergeant has not used unjustifiable or excessive force.

2. Definitions. For purposes of this Section, the following terms are

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized, cursive 'AS' or similar initials. The second signature is a more fluid, cursive signature, possibly reading 'W. H. H.' or similar.

defined as indicated:

a. "Police Sergeant". In addition to its definition contained in Section I, Paragraph 1 of this Memorandum of Agreement, the words "Police Sergeant" shall include the heirs, executors, administrators or other legal representatives of a Police Sergeant in the event of his death or incapacity.

b. "Damages". The word "Damages" shall mean damages (and costs and interest included in any judgment entered) to the extent the Port Authority is permitted by applicable law to pay such damages.

3. With respect to the indemnity afforded by this Section the Port Authority shall, to the extent permitted by applicable law, defend, either through its General Counsel or such other counsel as it may choose in its discretion, any claim or suit against a Police Sergeant seeking damages to which this indemnity applies even if any of the allegations of the suit are groundless, false or fraudulent.

4. This Section shall not be subject to the grievance-arbitration procedures provided for in this Memorandum of Agreement.

5. Nothing contained in this Section is intended otherwise to restrict the right of any Police Sergeant to pursue any available remedy, including a plenary court hearing.

6. The Port Authority may, in its discretion, discharge any or all of its obligations under this Section by the purchase of insurance coverage for such obligations.

Frank J. Fahey  
General Counsel and  
Principal Executive Director  
(212) 426-7691  
(212) 622-6670 x7691

October 1, 1981

Dominick Evangelista, President  
Port Authority Police  
Benevolent Association, Inc.

Gennaro Aprile, President  
Port Authority Police Sergeants  
Benevolent Association

Ernest Rossano, President  
Port Authority Police Superior  
Officers Association

Frank Carlomagno, President  
Port Authority Detectives  
Endowment Association

Gentlemen:

This is to advise you that the coverage afforded by the Section in each of the Memoranda of Agreement executed this date with your respective Associations, entitled "Indemnification and Defense Against Civil Liability", is not limited to activities occurring while the police employee is actually on duty performing services for which he is being compensated by the Port Authority, provided the activities are otherwise covered by the terms of that provision.

Very truly yours,

Dwight D. Darcy  
Principal Attorney

This letter is not subject to the grievance-arbitration procedure of the Memorandum of Agreement

**Memorandum of Agreement**

**Between**

**The Port Authority of New York and New Jersey**

**and**

**The Port Authority Lieutenants  
Benevolent Association**



**January 21, 2003 – January 20, 2010**

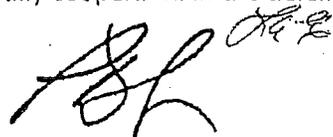
***Louis Echavarria, Jr., President***

**241 Erie Street, Room 226**

**Jersey City, NJ 07310**

LII. INDEMNIFICATION AND DEFENSE AGAINST CIVIL LIABILITY

1. During the term of this Memorandum of Agreement, for all claims or causes of action covered by the terms of this Section as set forth below which claims or causes of action may occur or be asserted during the term of this Memorandum of Agreement, and if such Police Lieutenant has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said Police Lieutenant has fully cooperated in the defense thereof

A handwritten signature in black ink, appearing to be 'AR' with a flourish above it.

and has given the General Counsel of the Port Authority prompt notice of the claim or action against him, the Port Authority will, to the extent permitted by applicable law:

a. pay on behalf of any Police Lieutenant all sums which the Police Lieutenant shall become legally obligated to pay as damages because of acts or omissions arising out of the activities of one or more members of the Port Authority Police Force, within the scope of his employment as a Port Authority Police Lieutenant including the following perils:

- (i) False Arrest, False Imprisonment or Unlawful Detention;
- (ii) Assault and/or Battery;
- (iii) Malicious Prosecution;
- (iv) Defamation, Libel, Slander, Humiliation or Violation of Right of Privacy (unless arising out of advertising), Occupancy or wrongful Entry;
- (v) Negligence;
- (vi) False or Improper Service of Process;
- (vii) Violation of Property of Rights;
- (viii) Personal Injury, Mental Anguish, Mental Injury and Shock;
- (ix) Third Party Property Damage as a result of False Arrest (property of person being arrested); and
- (x) Claims made or actions brought pursuant to the United States Constitution, or the constitutions of the States of New York and New Jersey, or any law affording a civil right of action for damages by reason of an invasion of a civil right or liberty.

The coverage for assault and/or battery and/or third party property damage is limited to any acts of any Police Lieutenant committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest or committed during the time that any person under arrest is in the care, custody or control of any Police Lieutenant; in resisting an overt attempt to escape by a person in the care, custody or control of any Police Lieutenant, or while in lawful confinement; or any other situation within the scope of his employment as a Port Authority Police Lieutenant where the Police Lieutenant has not used unjustifiable or excessive force.

2. Definitions. For purposes of this Section, the following terms are defined as indicated:

- a. "Police Lieutenant". In addition to its definition contained in Section I, Paragraph 1 of this Memorandum of Agreement, the words "Police Lieutenant" shall include the heirs, executors, administrators or other legal representatives of a Police Lieutenant in the event of his death or incapacity.



b. "Damages". The word "Damages" shall mean damages (and costs and interest included in any judgment entered) to the extent the Port Authority is permitted by applicable law to pay such damages.

3. With respect to the indemnity afforded by this Section the Port Authority shall, to the extent permitted by applicable law, defend, either through its General Counsel or such other counsel as it may choose in its discretion, any claim or suit against a Police Lieutenant seeking damages to which this indemnity applies even if any of the allegations of the suit are groundless, false or fraudulent.

4. This Section shall not be subject to the grievance-arbitration procedure provided for in this Memorandum of Agreement.

5. Nothing contained in this Section is intended otherwise to restrict the right of any Police Lieutenant to pursue any available remedy, including a plenary court hearing.

6. The Port Authority may, in its discretion, discharge any or all of its obligations under this Section by the purchase of insurance coverage for such obligations.

October 1, 1981

Dominick Evangelista, President  
Port Authority Police  
Benevolent Association, Inc.

Gennaro Aprile, President  
Port Authority Police Sergeants  
Benevolent Association

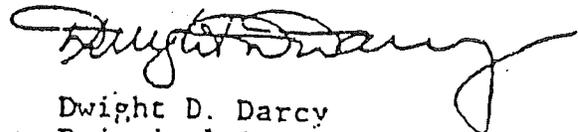
Ernest Rossano, President  
Port Authority Police Superior  
Officers Association

Frank Carlomagno, President  
Port Authority Detectives  
Endowment Association

Gentlemen:

This is to advise you that the coverage afforded by the Section in each of the Memoranda of Agreement executed this date with your respective Associations, entitled "Indemnification and Defense Against Civil Liability", is not limited to activities occurring while the police employee is actually on duty performing services for which he is being compensated by the Port Authority, provided the activities are otherwise covered by the terms of that provision.

Very truly yours,



Dwight D. Darcy  
Principal Attorney



This letter is not subject to the grievance-arbitration procedure of the Memorandum of Agreement.

**Memorandum of Agreement**

**Between**

**The Port Authority of  
New York and New Jersey**

**And**

**The Port Authority  
Field Supervisors Association  
Local 111S**



**UNITED SERVICE WORKERS UNION  
IUJAT**

**January 1, 2003 – August 31, 2007**

**Daniel T. Hughes  
President**

LXI. INDEMNIFICATION

The Port Authority shall indemnify and defend all Operations Supervisors against civil liability for actions taken within the scope of their employment if such Operations Supervisor has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him.

MEMORANDUM OF AGREEMENT

BETWEEN

THE PORT AUTHORITY  
NEW YORK AND NEW JERSEY

AND



*Port Authority Maintenance Supervisors Association*

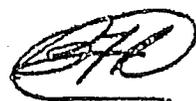
USWU, IUJAT - LOCAL 111M

Bernard F. Rebecchi, President  
Frank A. Minervini, Vice President  
Neil Kennedy, Treasurer  
Herbert Borrelli, Recording Secretary  
William Morrison, General Counsel

January 1, 2003 - December 31, 2007

**LVIII. INDEMNIFICATION**

The Port Authority shall indemnify and defend all Maintenance Supervisors against civil liability for actions taken within the scope of their employment if such Maintenance Supervisor has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him.

A handwritten signature in black ink, appearing to be the initials 'AR'.A handwritten signature in black ink, appearing to be the initials 'EAC'.

**Memorandum of Agreement**

**Between**

**The Port Authority  
of New York  
and New Jersey**

**and**

**The Transport Workers Union  
Local 1400**

**July 28, 2007 – January 27, 2012**

**JEROME LAFRAGOLA  
PRESIDENT**

XXI. Indemnification

The Port Authority will defend and indemnify all employees in the covered membership against civil liability arising from activities and/or omissions within the scope of their employment. The Port Authority will not, however, defend or indemnify an employee in a criminal matter, or defend or indemnify where a judgment or award is found against the employee if it is the result of a criminal act and, in addition, will not pay any award for punitive damages found against said employee.

**MEMORANDUM OF AGREEMENT**

**Between**

**The PORT AUTHORITY  
OF NEW YORK AND NEW JERSEY**

**And**

**THE UNION OF AUTOMOTIVE TECHNICIANS**

**John Lynch, President  
T.J. Kelly, Vice President  
Vito Pucci, Financial Secretary  
Leonardo Fodera, Recording Secretary  
William Morrison, General Counsel**

**January 11, 1998 – June 22, 2002**

**XXXVI. INDEMNIFICATION**

The Port Authority shall indemnify and defend all UOAT employees against civil liability for actions taken within the scope of their employment if such employee has authorized the Port Authority, in its discretion, to settle or defend such actions or claims, and said employee has fully cooperated in the defense thereof and has given the General Counsel of the Port Authority prompt notice of the claim or action against him/her.

Handwritten signature or initials in the bottom right corner of the page.