

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Township of Union COUNTY: Union

RECIPIENT: Port Authority Police Department COUNTY: N/A

**BRIEF DESCRIPTION OF SERVICE:**

Use of firearms training facility

EFFECTIVE DATE: Jan 1, 2018

EXPIRATION DATE: Dec 31, 2018

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**THE PORT AUTHORITY OF NY & NJ**

December 19, 2017

Mayor Suzette Cervadas  
Town Hall  
1976 Morris Avenue  
Union, NJ 07083

Michael A. Fedorko  
Superintendent of Police  
Director, Public Safety Department

RE: Extension of MOA Between the Union Township Police  
Department and The Port Authority of New York and New Jersey

Dear Mayor Suzette Cervadas:

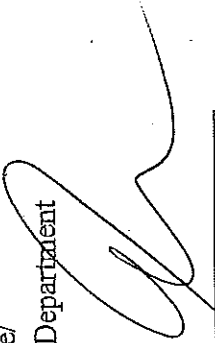
The Port Authority of New York and New Jersey and the Union Township Police Department hereby agree, in accordance with Section II of the Memorandum of Agreement between both parties (executed in February 2016 see attached) to extend the agreement for an additional one-year term. Taking into account that you are the new Mayor of Union Township, I have enclosed a modified Memorandum of Agreement to include your signature as mayor.


Please indicate your concurrence by signing below along with signing the attached memorandum and forwarding a copy of each document to Michael Gardner at the above address. In the event that you have any Inquiries concerning this matter, please feel free to contact Michael Gardner at 201-239-3638.


Sincerely,

Michael A. Fedorko  
Superintendent of Police/  
Director, Public Safety Department

Att.

Concurred:   
Mayor Suzette Cervadas

Concurred:   
Dan Zieser  
Union Township Police Director

Concurred:   
Michael A. Fedorko  
Superintendent of Police/  
Director, Public Safety Department



Port Authority Technical Center  
241 Erie Street, Room 302  
Jersey City, NJ 07310  
T: 201 239 3780  
E-mail: mfedorko@panynj.gov

MEMORANDUM OF AGREEMENT BETWEEN THE UNION  
TOWNSHIP POLICE DEPARTMENT AND THE PORT AUTHORITY  
OF NEW YORK AND NEW JERSEY

This Agreement ("Agreement") is made between Union Township Police Department ("UTPD"), with its headquarters located at 981 Caldwell Avenue, Union, NJ 07083, and The Port Authority of New York and New Jersey (hereinafter referred to as the "Port Authority"), with its office located at 4 World Trade Center, Greenwich Street, New York, New York 10007, for the use of the Union Township Police Firearms Training Facility (hereinafter referred to as "Range"), located at 990 Jefferson Avenue, Union, New Jersey.

WHEREAS, the Port Authority seeks to use the Range as a weapons qualification, training and practice facility for police officers of the Port Authority Police Department ("PAPD");

NOW, THEREFORE, in consideration of mutual covenants and conditions as herein contained and other good and valuable consideration, the Parties agree as follows:

- I. Purpose. UTPD will permit the PAPD to schedule weapons qualification, training and practice at the Range at times and dates mutually agreeable to the parties, with the dates subject to the formal approval of UTPD.
- II. Term. The term of this Agreement is from January 1, 2018 through December 31, 2018. This Agreement may be extended for additional one-year terms, upon mutual consent of the parties.
- III. Rules and Procedure. The Port Authority agrees that PAPD instructors and trainees who use the Range will follow UTPD Range rules and policies while doing so. Such rules and policies shall be conveniently located at the Range and made readily available to the Port Authority.

IV. UTPD responsibilities. (a) UTPD will appropriately staff the Range with personnel, as required under paragraph V (d).

(b) UTPD agrees to provide to the Port Authority, without cost or rent, sufficient office space and related facilities at the Range terminal including, but not limited to, furniture and supplies, as the Port Authority may need in connection with its use of the Range under this Agreement.

(c) UTPD will operate and maintain the Range, at its own expense. At all times, the Range shall be in a good and safe condition.

V. Port Authority responsibilities. (a) The Port Authority will provide its own ammunition and shooting targets for all PAPD police officers utilizing the Range.

(b) In consideration for the use of the UTPD Range for each occasion, and in addition to the requirement under Paragraph V(a) that it provide its own ammunition and targets for its police officers using the Range, the PAPD will purchase and provide on a quarterly basis to the UTPD, 1000 rounds of Winchester Ranger .40 180 gr t-series RA 40T ammunition or 9mm equivalent RA 9T, and 1000 rounds of .223 RA223R2 ammunition; This is for each occasion that the Port Authority utilizes the UTPD range commencing on January 1, 2018 through December 31, 2018.

(c) The Port Authority must provide to UTPD a purchase order evidencing its purchase of the ammunition and targets in the quantity referenced in paragraph V (b) of this Agreement, within thirty (30) calendar days at the end of each quarterly period or as set forth in V. (b) above). A quarterly period is defined as a three-month period.

The end of the respective quarterly periods are as follows: March 31, June 30, September 30, and December 31.

(d) The PAPD shall use the Range during normal business hours, defined as from 8 am to 8 pm, daily, and never during times that the Range would normally be closed.

VI. Indemnification and Insurance. (a) The Port Authority shall indemnify and hold harmless the UTPD from and against any and all claims, actions, damages, liability and expense, in connection with personal injury or damage to property and all other such claims arising from or out of the use by or occupancy by the Port Authority of the UTPD Range in connection with this Agreement, but not to the extent arising from any negligence or willful misconduct by the UTPD. UTPD employees who work at the Range shall remain covered under the UTPD Workers' Compensation Insurance policy.

(b) The Port Authority states that it is a self-insured governmental agency, and such self-insurance shall cover any and all activities, under the same terms and conditions as if a commercially available insurance policy was in place under this Agreement.

VII. Notices. (a) Notices and other communications that the parties may or are required to give shall be given in writing to the addresses set forth below. Each such notice or communication shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by certified or registered mail.

To UTPD.

Union Township Police Department  
981 Caldwell Avenue  
Union, NJ 07083  
ATTN: Police Director Dan Zieser

To the Port Authority:

The Port Authority of New York and New Jersey  
241 Erie street, Room 302  
Jersey City, NJ 07310  
Att: Michael Gardner  
With a copy to:

The Port Authority of New York and New Jersey  
Commanding Officer, Police Academy  
241 Erie street, Room 230  
Jersey City, NJ 07310

(b) Each notice shall be deemed given and effective upon receipt, or, in the event of a refusal by the addressee, on the first tender of such notice to the addressee at the designated address.

VIII. Non-Liability of Individuals. No Commissioner, director, officer, agent or employee of the either party shall be charged personally or held contractually liable by or to the

other party under any term or provision of this Agreement or of any supplement, or amendment to this Agreement or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution or otherwise.

IX. Entire Agreement. This Agreement is a complete statement of all agreements between the parties with respect to its subject matter, any amendment, modification, alteration, change or waiver must be in writing and signed by both parties. The parties acknowledge that neither has made any warranties or representations except those expressly stated herein.

X. Construction and Application of Terms. (a) Headings. The Section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Severability. If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(c) No Presumption Against Drafting Party. The parties agree that any presumption or rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Appendices, Exhibits or Schedules hereto.

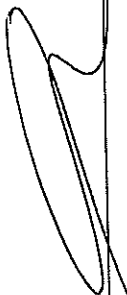
(d) Third-Party Beneficiaries. This Agreement does not and shall not be construed to itself confer any rights whatsoever upon any person whatsoever except the Port Authority and UTPD, whether upon a theory of third-party beneficiary or otherwise.


(e) Relationship of the Parties. Notwithstanding any other term or provision hereof, this Agreement does not confer upon either party the status of agent or representative of the other for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.

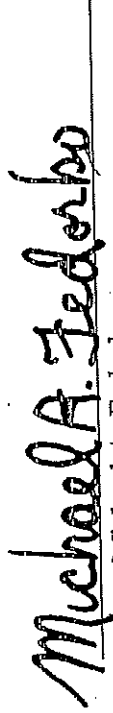
XI. Termination. (a) This Agreement may be terminated by either party upon thirty (30) days' written notice.

(b) This Agreement shall terminate for cause upon ten (10) days' written notice if the Range is rendered unusable to the Port Authority, for any reason whatsoever.

IN WITNESS OF WHEREOF, the Parties have signed this Agreement as of the date hereof.

  
Name: Suzette Cavafias  
Title: Mayor, Township of Union  
Date: 11/29/18

  
Name: Dan Zieser  
Title: Union Township Police Director  
Union Township Police Department  
Date: 11/29/18

  
Name: Michael A. Fedorko  
Title: Superintendent of Police/  
Director Public Safety Department  
Date: 12/20/17

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:

AG/RR



## RESOLUTION

**WHEREAS**, the Township of Union has a Police Firearms Training Facility used for training and certification purposes; and

**WHEREAS**, the Port Authority of New York and New Jersey wishes to utilize the range for those purposes for Port Authority Officers and Recruits; and

**WHEREAS**, the Township of Union and the Port Authority of New York and New Jersey engaged in a shared service agreement for the use of the facility with all details included in the attached agreement or the period of January 1, 2016 - December 31, 2016; and

**WHEREAS**, the agreement states that the agreement can be extended for additional one year terms; and

**WHEREAS**, the Township of Union and the Port Authority of New York and New Jersey have agreed to extend the provisions of the agreement for the period of January 1, 2018 - December 31, 2018.

**NOW THEREFORE BE IT RESOLVED** that the Township Committee of the Township of Union hereby authorizes the agreement extension between the Township of Union and the Port Authority of New York and New Jersey.

I, EILEEN BIRCH, Township Clerk of the Township of Union, in the County of Union, do hereby certify that the above is a true copy of RESOLUTION NO. 2017-350, passed at a REGULAR TOWNSHIP COMMITTEE meeting of said Township, held on the 28th day of November 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Township of Union, this 29th day of November 2017.



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EILEEN BIRCH  
Township Clerk

approved as to form by  
Daniel Antonelli, Township Attorney