

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Union COUNTY: Union

RECIPIENT: Borough of Kenilworth COUNTY: Union

BRIEF DESCRIPTION OF SERVICE:

The Township of Union provides use of the Police Firearms Training facility for the Borough of Kenilworth. Kenilworth provides the Township with ammunition and weapon cleaning solvents.

EFFECTIVE DATE: Jan 1, 2017

EXPIRATION DATE: Dec 31, 2017

Please submit this cover sheet with shared service agreement either via email to 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.

MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF UNION AND THE TOWNSHIP OF KENILWORTH

This Agreement (“Agreement”) is made between Union Township (“UT”), with its headquarters located at 1976 Morris Ave, Union, NJ 07083, and The Borough of Kenilworth Police Department (hereinafter referred to as “KPD”), with its office located at 567 Kenilworth Blvd., Kenilworth, N.J. 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, Kenilworth seeks to use the Range as a weapons qualification, training and practice facility for police officers of the Kenilworth Police Department (“KPD”);

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.** UT will permit KPD to schedule weapons qualification, training and practice at the Range at times and dates mutually agreeable to KPD and the Union Township Police Department (“UTPD”), with the dates subject to the formal approval of UTPD.
- II. **Term.** The term of this Agreement is from January 1, 2017 through December 31, 2017. This Agreement may be extended for additional one-year terms, upon mutual consent of both parties.
- III. **Rules and Procedure.** The KPD agrees that KPD instructors and trainees who use the Range will follow UT and UTPD Range rules and policies while doing so. Such rules and policies shall be conveniently located at the Range and made readily available to KPD.
- IV. **UT responsibilities.**
 - (a) UT and the UTPD will appropriately staff the Range with personnel, as required under paragraph V (c).
 - (b) UT agrees to provide to KPD, without cost or rent, sufficient office space and related facilities at the Range terminal including, but not limited to, furniture and supplies, as KPD may need in connection with its use of the Range under this Agreement and as may be reasonably available.
 - (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.

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V. **Kenilworth Police Department responsibilities.** (a) The Kenilworth Police Department will provide its own ammunition and shooting targets for all KPD police officers utilizing the Range.

(b) In consideration for the use of the Range on 15 occasions annually, 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 KPD will purchase and provide on a quarterly basis to the UTPD, the following equipment, solely for its own use, One Hundred (100) cardboard standard FBI Q targets, weapon cleaning solvents and toiletries. In the event the actual number of sessions in which KPD uses the Range is less than fifteen annually (as determined mutually by UTPD Range staff and KPD personnel), the UTPD shall apply the balance of the ammunition to the renewal of or subsequent agreement regarding use of the Range with the KPD on a pro rata basis. In the event the actual number of sessions is more than fifteen annually (as determined mutually by UTPD Range staff and KPD personnel), KPD shall apply the balance due to any renewal of or subsequent Range agreement with the UTPD on a pro rata basis. Under no circumstances will the UTPD be under any obligation to reimburse the Kenilworth Police Department for the cost of the balance of the materials provided. In the event this Agreement terminates and the number of sessions in the preceding year of this agreement is less than fifteen (15), UTPD shall return to KPD the targets and ammunition on a pro rata basis. Under no circumstances shall KPD owe money to UTPD.

(c) The Kenilworth Police Department 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) KPD shall indemnify and hold harmless the Township of Union and 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 solely arising from or out of the use by or occupancy by KPD 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 Kenilworth Police Department 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: Township Clerk, Municipal Building, 1976 Morris Ave, Union, NJ 07083

Copy to UTPD:

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

To the Kenilworth Police

567 Kenilworth Blvd.
Kenilworth, N.J. 07033
Attn: Chief John Zimmerman

Copy to Borough Clerk:

Laura Reinertsen, RMC, CMR
567 Boulevard
Kenilworth, N.J. 07033

(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 Kenilworth Police Department and UT, 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.

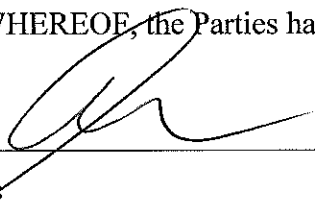
(b) This Agreement shall terminate for cause upon ten (10) days' written notice if the Range is rendered unusable to KPD, for any reason whatsoever.

(c) Should KPD fail to provide proof that ammunition and targets have been purchased within the stated time frame of paragraph V (c), UT may terminate this Agreement for cause upon ten (10) days' written notice provided it permits KPD to cure the failure within that ten (10) day time period.

(d) In the event of an early termination, KPD acknowledges that it remains liable to UTPD for a prorated share of ammunition and targets, based on its use of the Range up until the time of termination. Usage will be determined based on the ratio outlined in paragraph V (b) of this Agreement.

XII. **Governing Law.** This Agreement shall be governed under the law of the State of New Jersey.

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




Name: Suzette Cavadas

1/18/17

Date

Title: Chairwoman of the Township Committee
Township of Union



Name: Anthony DeLuca

1-27-17

Date

Title: Mayor