

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

PROVIDER: Borough of Paramus Police COUNTY: Bergen

RECIPIENT: City of Paterson Police COUNTY: Passaic

**BRIEF DESCRIPTION OF SERVICE:**

The City of Paterson Police Department utilizes the Paramus Police Department's Training Facility including Indoor Pistol Range and Firearms Simulator Training System

EFFECTIVE DATE: First Agreement August 14, 2014

EXPIRATION DATE: September 2016

ESTIMATED COST SAVINGS Estimated savings  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$30,000.00 per year  
for each Department

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.

**SHARED SERVICES AGREEMENT  
BETWEEN THE CITY OF PATERSON POLICE DEPARTMENT  
AND THE BOROUGH OF PARAMUS POLICE DEPARTMENT  
FOR USE OF THE BOROUGH OF PARAMUS  
PISTOL RANGE AND CLASSROOM**

This Agreement made this 13<sup>th</sup> day of MARCH, 2015 by and between the **CITY OF PATERSON POLICE DEPARTMENT**, a New Jersey Municipal Corporation (hereinafter referred to as "Paterson Police Department") with offices at 111 Broadway, Paterson, New Jersey and the **BOROUGH OF PARAMUS POLICE DEPARTMENT** (hereinafter referred to as "Paramus Police Department") located at 1 Carlough Drive Paramus, New Jersey 07652.

WHEREAS, the Municipal Council of the City of Paterson, on MARCH 10, 2015 adopted Resolution No. 15:190, authorizing the Paterson Police Department to enter into a shared services agreement with the Paramus Police Department for use of their pistol range and one classroom for their 2015 spring in-service training; and

WHEREAS, the use of the Paramus Police Department's pistol range and classroom is necessary because the Paterson Police Department's pistol range sustained significant damage during Hurricane Irene which rendered said pistol range unusable; and

WHEREAS, the Paterson Police Department agrees to utilize pistol range and classroom from the Paramus Police Department for a total of forty (40) days; and

WHEREAS, the Paramus Police Department has agreed to provide its pistol range and one (1) classroom to the Paterson Police Department at a rate of \$725.00 per day for forty (40) days for a total amount not to exceed \$29,000.00.

**NOW THEREFORE**, based upon the mutual covenants, representations and promises contained herein it is hereby agreed as follows:

1. The Paterson Police Department will utilize the Paramus Police Department's pistol range and one (1) classroom for its 2015 spring in-service training for a total of forty (40) days on the following dates in 2015: March 23, 24, 25, 26, 27, 30, 31; April 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30; May 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, and 15.
2. The Paterson Police Department will pay the Paramus Police Department for use of the pistol range and one (1) classroom at a rate of \$725.00 per day for forty (40) days for a total not to exceed \$29,000.00.

3. The City of Paterson agrees to hold harmless and indemnify the Borough of Paramus from any claims arising out of the usage of the pistol range and classroom during the 2015 spring in service training.
4. Additionally, the City of Paterson will hold harmless and indemnify the Borough of Paramus from any claims resulting from the negligence, gross negligence or willful misconduct of any City of Paterson employee in connection the usage of the pistol range and classroom during the 2015 spring in service training. The City of Paterson agrees to hold harmless and indemnify the Borough of Paramus from any and all claims that may arise from the negligence, gross negligence or willful misconduct of any City employee in connection with the usage of the pistol range and classroom during the 2015 spring in service training.
5. Each party agrees that, to the fullest extent permitted by applicable law, it shall at all times during the term of this Agreement be organized and structured in a manner such that it can be bound with respect to any matter affecting this Agreement by the signature of one individual acting as such party's representative. Upon any party's request made from time to time by notice to another party, such party shall within ten (10) days provide the other party with notice of the name and address of such party's representative. Each party agrees that its representative will be reasonably available as needed to enable such party to perform its obligations under this Agreement and that, to the extent permitted by applicable law, such party's representative will have full power to bind such party as to any matter relating to this Agreement.
6. This Agreement has been authorized by concurrent resolutions of the Borough of Paramus and the City of Paterson Municipal Council.
7. The services provided pursuant to this Agreement shall be in effect for a one (1) year period from the date of its execution.
8. This agreement shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executives, administrators, legal representatives, successors and assigns.
10. In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be considered as if the invalid, illegal or unenforceable provision has not been contained therein.

11. The failure of either party at any time to enforce any right or remedy available to it under this contract with respect to any breach or failure by the other party shall not be construed to be a waiver of such right with respect to any other breach or failure by the other party.
12. This Agreement constitutes the entire Agreement between the Paramus Police Department and the Paterson Police Department related to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties other than as provided herein. Both the Paramus Police Department and the Paterson Police Department agree that no prior or contemporaneous oral representations form a part of their agreement.
13. All notices given or required to be given under this Agreement shall be delivered by certified mail, return receipt requested, to the following representatives of the respective parties:

For the Borough of Paramus Police Department:  
Chief Kenneth Ehrenberg  
1 Carlough Drive  
Paramus, New Jersey 07652

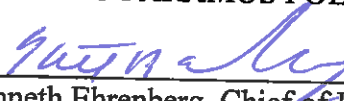
For the City of Paterson Police Department:  
Chief Jerry Speziale  
111 Broadway  
Paterson, New Jersey 07505

The Parties may, from time to time, designate other persons to receive notices under this Agreement. Notices shall be deemed effective upon receipt.

14. The parties agree that in the event they must resort to legal process in order to resolve any dispute concerning this contract or the interpretation thereof, the Superior Court of New Jersey, Law Division, Passaic County, shall have exclusive jurisdiction for the resolution of such disputes.

ATTEST:  
BOROUGH OF PARAMUS POLICE DEPARTMENT:

Dated: , 2015

  
\_\_\_\_\_  
Kenneth Ehrenberg, Chief of Police

CITY OF PATERSON

Dated: , 2015

  
\_\_\_\_\_  
Mayor José "joey" Torres

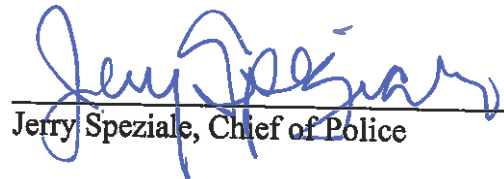
Attest:

Dated: , 2015

  
\_\_\_\_\_  
Sonia Gordon, Acting Municipal Clerk

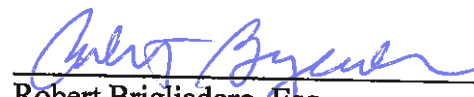
APPROVED AS TO FACTS:

Dated: , 2015

  
\_\_\_\_\_  
Jerry Speziale, Chief of Police

APPROVED AS TO FORM AND LEGALITY:

Dated: *March 13*, 2015

  
\_\_\_\_\_  
Robert Briadoro, Esq.  
First Assistant Corporation Counsel



**BOROUGH OF PARAMUS**

**County of Bergen**

**State of New Jersey**

**RESOLUTION NO. 15-2-172**

**Dated: February 24, 2015**

At a Regular Meeting of the Mayor and Council of the Borough of Paramus, County of Bergen, State of New Jersey, held on February 24, 2015.

**RESOLUTION AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT BETWEEN THE CITY OF PATERSON POLICE DEPARTMENT AND THE BOROUGH OF PARAMUS POLICE DEPARTMENT FOR USE OF THE BOROUGH OF PARAMUS PISTOL RANGE AND CLASSROOM**

**WHEREAS**, the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., allows any municipality or county to enter into a contract with any other municipality or county for the joint provision of any services within their joint jurisdiction; and

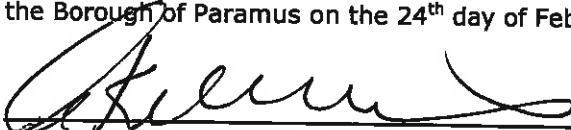
**WHEREAS**, the Borough of Paramus and the City of Paterson seek to enter into a shared services agreement wherein the Borough will provide use of its pistol range and classroom to the City of Paterson Police Department for a total of forty (40) days; and

**WHEREAS**, the City of Paterson has agreed to compensate the Borough for use of its pistol range and classroom at a rate of \$725.00 per day for a forty (40) days for a total amount not to exceed \$29,000.00; and

**WHEREAS**, the Borough of Paramus has reviewed and approves of the shared services agreement between itself and the City of Paterson, as on file with the Office of the Borough; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Body of the Borough of Paramus agrees to authorize the Mayor and Borough Clerk to execute the shared services agreement set forth in this resolution.

I hereby certify that this is a true and exact copy of resolution adopted by the Mayor and Council of the Borough of Paramus on the 24<sup>th</sup> day of February 2015

  
Annemarie Krusznis, RMC  
Borough Clerk

**Motion: Councilman Verile**

**Second: Councilwoman Bellinger**

**Ayes:**

Councilwoman Bellinger

Councilman Garcia

Councilman Sullivan

Councilman Verile

Councilwoman Warburton

Councilwoman Weber

**Nays:**

**Abstain:**

**Absent:**

**I HEREBY CERTIFY** that the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Borough of Paramus on 