

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Wood-Ridge COUNTY: Bergen

RECIPIENT: Borough of Little Ferry COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Use of Wood-Ridge Pistol Range for members of
Little Ferry Police Department.

EFFECTIVE DATE: 1/1/16

EXPIRATION DATE: 12/31/18

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.

**SHARED SERVICE AGREEMENT
FOR USE OF THE WOOD-RIDGE
POLICE PISTOL RANGE**

THIS AGREEMENT made and entered into this 4 day of May, 2016, by and between the **BOROUGH OF LITTLE FERRY**, with principal offices located at 215-217 Liberty Street, Little Ferry, New Jersey (hereinafter referred to as Little Ferry) and the **BOROUGH OF WOOD-RIDGE** with principal offices located at 85 Humboldt Street, Wood-Ridge New Jersey (hereinafter referred to as Wood-Ridge).

WITNESSETH:

WHEREAS, Little Ferry and Wood-Ridge desire under the authority of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., to enter into an agreement with each other for the use of the Pistol Range Facilities located in the Borough of Wood-Ridge for the purpose of instructing, training and qualifying active and retired members of the Little Ferry Police Department; and

WHEREAS, the Borough of Little Ferry desires that the scope of services to be performed by the Borough of Wood-Ridge as well as the compensation to be paid to the Borough of Wood-Ridge be memorialized in a written document pursuant to appropriate law; and

WHEREAS, the Borough of Wood-Ridge shall act as the "Lead Agency" with respect to the work, materials and supplies necessary for the refurbishing and/or up-grading and/or maintenance of the firing range facility; and

WHEREAS, it is further required that any and all necessary funding required herein be agreed to and be set forth in writing; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate in accordance with the aforesaid Statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for the purposes stated herein;

NOW, THEREFORE, IN CONSIDERATION of the premises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. This Contract shall be for a period of three (3) years commencing January 1, 2016 and ending on December 31, 2018.

2. The Borough of Little Ferry shall pay an annual fee of \$150.00 per officer and retired officer on the roster provided to Wood-Ridge for the use of said facilities. Said payment is due to the Borough of Wood-Ridge no later than May 1st of each year of the contract.

3. The Borough of Wood-Ridge and the Borough of Little Ferry are participants in the South Bergen Joint Insurance Fund and all excess insurance funds appertaining thereto and under the circumstances all "Participating Municipalities" agree to coordinate and/or obtain the appropriate insurance coverage in order that the Borough of Wood-Ridge be protected in a sufficient amount for any and all claims, activities, incidents, etc. arising from the subject matter set forth in this Agreement. A satisfactory endorsement of insurance naming the Borough of Wood-Ridge as a named insured shall be sine qua non for each year of the term of the within Agreement. The said endorsement shall be approved in form and substance by the Wood-Ridge Insurance Consultant.

4. The Borough of Little Ferry hereby agrees to indemnify, defend and save harmless the Borough of Wood-Ridge, its officers, agents and servants against and from all suits and costs of every kind and description and from all damages to which the Borough of Wood-Ridge or any of its officers, agents or servants may be put, by reason of injury to the person or property of others, resulting from carelessness in the performance of said Agreement or through the negligence of the Borough of Little Ferry and/or its agents, assigns, employees, officers, etc. in the execution of this Agreement, or through any act or omission on the part of the Borough of Wood-Ridge its agents or servants.

5. Among other items of Agreement, the parties agree as follows:

- a) Little Ferry will supply its own ammunition and targets for their designated officers.
- b) Little Ferry will provide the Wood-Ridge Police Chief and/or his designee with a roster of officers and/or retired officers who will be permitted the use of said facilities for appropriate practice time and qualifying as per State guidelines. This roster should be updated wherever necessary.
- c) One (1) key shall be given to the Little Ferry Police Department with no duplicates. Scheduling of use of the facilities must be done through the Wood-Ridge Police Chief or his designee. At the conclusion of use of such day use, the Officers using the range shall notify the Wood-Ridge Police Department.
- d) A minimum of two (2) Officers, one (1) being a Range Officer shall utilize the range at any given time.

- e) The range shall be accessible for Spring and Fall qualifications, the qualification of individual Officers and for other fire arm related instruction.
- f) The classroom may be utilized for teaching purposes based upon a given schedule.
- g) The parties shall agree to any and all other necessary Rules and Regulations governing the utilization of the pistol range attached hereto and made a part hereof.

6. In the event the Borough of Little Ferry fails to pay the required compensation and/or violates the terms of this Agreement, then and in that event, said Borough of Little Ferry shall be prohibited from use of said facilities established hereunder.

7. This Agreement shall become effective on the date upon which the Borough of Wood-Ridge and the Borough of Little Ferry have executed same subject to the review and approval of the Division of Local Government Services, if required, and shall continue in effect for the period set forth hereinabove unless any party to this Agreement shall give written notice of its intention to terminate its participation at least thirty (30) days prior to terminating such Agreement. The withdrawal of any participant shall terminate the subject Agreement at such time.

8. This Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the respective parties hereto.

9. This Agreement constitutes the entire understanding and agreement of the parties hereto. This Agreement supersedes all prior understandings and agreements between the parties with respect to the subject matter contained herein and therein.

The within contract replaces and supersedes any and all prior agreements between the parties.

10. This is a negotiated Agreement and it shall not be construed against any party because it was prepared or revised by the attorney for such party.

11. This Agreement shall be governed by the laws of the State of New Jersey.

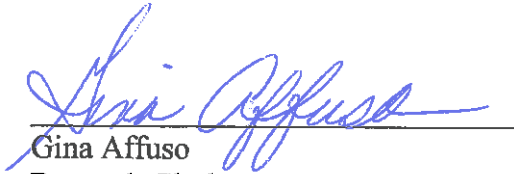
12. This Agreement will be executed in two or more counterparts all of which taken together shall constitute one instrument.

13. This Agreement may not be changed orally, but only by a writing signed by both parties.

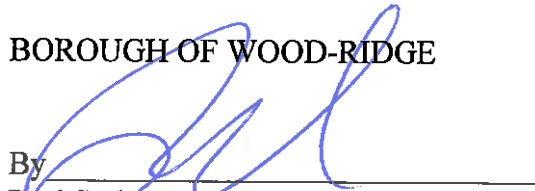
14. The failure of either party to enforce any provision of this Agreement shall not constitute or be construed to be a waiver of any such provision or provisions.

15. In the event that any provision of this Agreement shall be rendered illegal or unenforceable, such event shall not affect the validity and enforceability of the remaining provisions hereof.

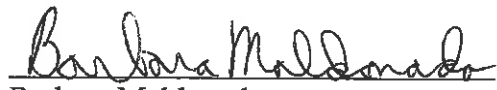
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized Officers and their respective seals to be hereto affixed, the day and year above written.



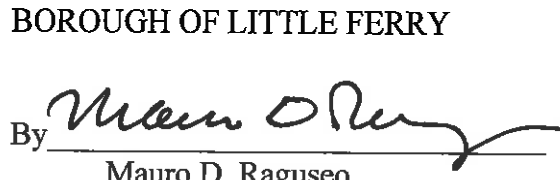
Gina Affuso
Borough Clerk

BOROUGH OF WOOD-RIDGE


By Paul Sarlo
Mayor



Barbara Maldonado
Borough Clerk

BOROUGH OF LITTLE FERRY


By Mauro D. Raguseo
Mayor