

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Union COUNTY: Union

RECIPIENT: Union County Police Academy COUNTY: Union

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 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
TOWNSHIP OF UNION
AND
THE COUNTY OF UNION/JOHN H. STAMLER POLICE ACADEMY

This Memorandum of Agreement ("MOA") is made and entered into on this 24 day of April, 2018 between the County of Union/John H. Stamler Police Academy ("Academy"), with its place of business at 1776 Raritan Road, Scotch Plains, New Jersey 07076, and the Township of Union ("Union"), with its place of business at 1976 Morris Ave., Union, New Jersey 07083, collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the Academy requested and Union agreed to permit Academy trainees to conduct firearms training at the Union Township Pistol Range, owned and maintained by Union, located at 990 Jefferson Avenue, Union, New Jersey 07083; and

WHEREAS, the Academy agreed to pay Union, one hundred (100) dollars per trainees.

NOW, THEREFORE, the Parties, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. Union agrees to permit the Academy trainees to conduct firearms training at the at the Union Township Pistol Range, owned and maintained by Union, located at 990 Jefferson Avenue, Union, New Jersey 07083.
2. The Academy agrees to pay Union one hundred dollars (\$100) per trainees utilizing the Union Township Pistol Range. Invoices shall be forwarded to the Academy. Payment shall be made within thirty (30) days after receipt of invoice and properly executed Academy voucher.
3. The Academy is aware that there are hazards involved in conducting firearms training.
4. The Academy executed an Indemnification and Hold Harmless Agreement for the Use of the Union Township Pistol Range for the calendar year 2018, attached and incorporated herein.
5. All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

a. Notices to the Academy shall be given to:

John H. Stamler Police Academy
1776 Raritan Road
Scotch Plains, NJ 07076

with a copy of the notices sent to:

Office of County Counsel
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

b. Notices to Union shall be given to:

Township Clerk
1976 Morris Ave.
Union, NJ 07083

6. The Parties agree that they each will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to this MOA.
7. No term or provision hereof shall be deemed waived and no breach excused by a party unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision. Any consent by a party to, or waiver of, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.
8. This Agreement constitutes a single integrated written agreement expressing the entire agreement between and among the Parties relating to the subject matter of this MOA. This MOA supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:



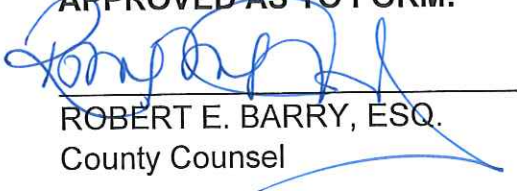
JAMES E. PELLETTIERE, CLERK
Board of Chosen Freeholders

COUNTY OF UNION



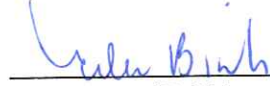
EDWARD T. OATMAN
County Manager

APPROVED AS TO FORM:



ROBERT E. BARRY, ESQ.
County Counsel

ATTEST:



EILEEN BIRCH
Township Clerk

TOWNSHIP OF UNION



SUZETTE CAVADAS
Mayor

APPROVED AS TO FORM:

DANIEL ANTONELLI, ESQ.
Township Attorney

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR
THE USE OF THE UNION TOWNSHIP PISTOL RANGE**

The County of Union shall indemnify and hold harmless the Township of Union, its officers, employees, servants and agents from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, liability, expense, losses and damages, including bodily injury or property damage, suffered or incurred by the Township of Union, its officers, employees, servants and agents, as a result of or in connection of, the negligent use by the County of Union, the Union County Police Academy, its officers, employees, trainees, volunteers, servants and agents, of the Union Township Pistol Range for the 2018 calendar year, but not to the extent arising from any negligent acts or omissions or willful misconduct by the Township of Union, its officers, employees, trainees, volunteers, servants and agents.

ATTEST:



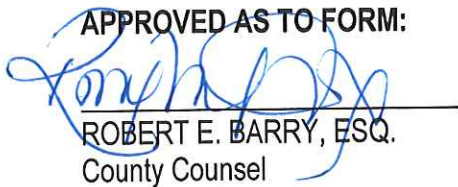
JAMES E. PELLETTIERE, CLERK
Board of Chosen Freeholders

COUNTY OF UNION



EDWARD T. OATMAN
County Manager

APPROVED AS TO FORM:



ROBERT E. BARRY, ESQ.
County Counsel

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