

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Union COUNTY: Union

RECIPIENT: U.S. Marshals Service 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 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

U.S. Marshals Service

This Agreement is made this January 23, 2018 between the U.S. Marshals Service (USMS), with its place of business at 50 Walnut Street, Newark New Jersey, and the Township of Union, with its place of business at Union Township, New Jersey, in favor of, and for the benefit of the Township of Union and all its governing body, police officers, directors, employees and agents, individually and without limitation and hereinafter collectively referred to as "Union."

RECITALS

1. The USMS has requested and UNION has agreed to permit the USMS to conduct firearms training and qualifying sessions at the firing range owned and maintained by Union.
2. That the parties have discussed the physical arrangements and operations of the Union firing range to include the USMS providing UNION with specialized training, range equipment and, when requested, investigative assets;
3. That the USMS is aware that there are hazards involved in conducting firearms training and qualifying and has discussed those hazards with Union;
4. That it is the intent of the USMS that Union, its officers, agents, and employees shall not be liable in any way or responsible for damages, losses or expenses resulting from the use of the Firing Range by the USMS for firearms training and qualifying sessions. The USMS shall indemnify and hold harmless Union 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 USMS of the Firing Range in connection with this Agreement, but not to the extent arising from any gross negligence or willful misconduct by Union. Union employees who work at the Range shall remain covered under the Union's Workers' Compensation Insurance Policy.
5. That the USMS assumes full risk of any loss, injury or damages whatsoever occurring while USMS Officers, or any one of them, is in, on, or around the so designated property of UNION as part of their official use of the range and which UNION is subject to a claim as defined herein above.
6. That in consideration of the agreement by Union to permit officers of the USMS to conduct firearms training and qualifying sessions at the Firing Range, Union and the USMS agree that the

USMS assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of the USMS or its employees acting within the scope of their employment (1) in the use of the Union Firing Range or (2) the failure of the USMS its employees acting in the scope of their employment to observe and abide by any of the terms of conditions of this agreement. This assumption of liability is coextensive with and in accordance with the liability of the Government under the Federal Tort Claims Act, 28 USC, Sections 2671-2680. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable state and Federal law;

7. That upon execution hereof, this Agreement shall remain in full force and effect for all future activities conducted by the USMS on properties owned or controlled by UNION and this Agreement shall not expire nor shall it be revoked except in writing delivered to UNION.;

8. That UNION makes no warranty or representations in regard to whether or not the facilities are fit for the intended use;

9. That this Agreement is also a covenant not to sue UNION for any cause or matter referred to herein and the USMS agrees that the provisions contained herein are intended to be as broad and inclusive as permitted by laws of the State of New Jersey and Federal law and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect;

10. That if UNION, in the enforcement of any part of this Agreement, incurs any reasonably necessary expense, or becomes obligated to pay attorney's fees, court costs, witnesses' fees, travel costs, investigation charges and the like the USMS shall, consistent with Federal law, reimburse UNION for the same.

IN WITNESS WHEREOF, the USMS has executed this document, with full and complete knowledge of the effects, as of the day and date first above written.

Township of Union

SUZETTE CAVADAS, MAYOR

U.S. Marshals Service

Chief John, Scinos
District of New Jersey

WITNESS

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