

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Wood-Ridge COUNTY: Bergen

RECIPIENT: East Rutherford COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Use of Wood-Ridge pistol range.

EFFECTIVE DATE: 1-1-2016

EXPIRATION DATE: 12-31-2018

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT n/a

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.

1792nd MEETING, MAY 4, 2016
BOROUGH OF WOOD-RIDGE

RESOLUTION NO.: 101-2016

**RESOLUTION AUTHORIZING MAYOR AND CLERK TO EXECUTE CONTRACT FOR
PISTOL RANGE FACILITY SERVICES WITH BOROUGH OF EAST RUTHERFORD**

WHEREAS, N.J.S.A. 40A:65-2 et seq. authorizes contracting units to enter into Shared Service Agreements:
and

WHEREAS, the Boroughs of Wood-Ridge and the Borough of East Rutherford desire to enter into an agreement with each other for the use of the Pistol Range Facilities located in the Borough of Wood-Ridge;
and

WHEREAS, the agreement document to be executed by the Borough of Wood-Ridge and the Borough of East Rutherford for the purposes hereinabove described is annexed hereto and is made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Wood-Ridge, County of Bergen, State of New Jersey as follows:

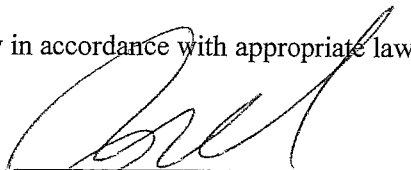
1. The Mayor and Borough Clerk of the Borough of Wood-Ridge are hereby authorized and directed to execute the attached Contract with the Borough of East Rutherford.

2. This contract is awarded pursuant to appropriate Law of the State of New Jersey specifically but not by way of limitation, N.J.S.A. 40A:65-2, et seq. as well as any other pertinent inter-local governmental statutes appertaining thereto.

3. All Ordinances and/or Resolutions or parts thereof inconsistent with this Resolution shall be and the same are hereby repealed.

4. This Resolution shall take effect immediately in accordance with appropriate law.


Dated: April 20, 2016



Paul A. Sarlo, Mayor

CERTIFICATION

I, Gina Affuso, Borough Clerk for the Borough of Wood-Ridge, Bergen County, New Jersey do hereby certify that the foregoing resolution was adopted by the Mayor and Council at a Meeting held on April 20, 2016.



Gina Affuso, Borough Clerk

BOROUGH OF EAST RUTHERFORD

RESOLUTION #60 - 2016

WHEREAS, law enforcement officers are mandated to re-qualify twice annually to meet the Attorney General guidelines to carry a fire arm; and

WHEREAS, the ability to have officers scheduled for qualification during their regular shift while on duty reduces the need to pay overtime and is, thereby economically favorable; and

WHEREAS, availability of a facility with limited access and controlled scheduling for purposes of conducting such qualifications assures that the mandated qualifications will be accomplished in a timely fashion with minimal use of overtime; and

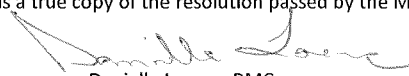
WHEREAS, N.J.S.A. 40A:65-1 et seq. allows the Boroughs of East Rutherford and Wood-Ridge to enter into an agreement with each other for use of the Pistol Range Facilities located in the Borough of Wood-Ridge for the purpose of instructing, training and qualifying active and retired members of the East Rutherford Police Department; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of East Rutherford that:

1. The Borough of East Rutherford shall enter into a Shared Services Agreement with the Borough of Wood-Ridge for use of the police pistol range.
2. The contract shall be for a period of three (3) years commencing January 1, 2016 and ending on December 31, 2018.
3. The Borough of East Rutherford shall pay an annual fee of \$150.00 per officer and retired officers on a roster provided to Wood-Ridge for use of the facility and payment shall be due no later than May 1st of each year of the contract.
4. The Mayor and the Clerk are hereby authorized to sign the Shared Services Agreement for use of the Wood-Ridge Police Pistol Range.

CERTIFICATION

I, Danielle Lorenc, Municipal Clerk, do hereby certify that the above is a true copy of the resolution passed by the Mayor and Council on the 19th day of April, 2016.



Danielle Lorenc, RMC

Councilmember	Moved	Second	Ayes	Nays	Absent	Abstain
Brizzi		X	X			
Homaychak			X			
Lahullier			X			
Perry			X			
Stallone	X		X			
Ravettine			X			

**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 EAST RUTHERFORD**, with principal offices located at 1 Everett Place, East Rutherford, New Jersey (hereinafter referred to as East Rutherford) and the **BOROUGH OF WOOD-RIDGE** with principal offices located at 85 Humboldt Street, Wood-Ridge New Jersey (hereinafter referred to as Wood-Ridge).

W I T N E S S E T H :

WHEREAS, East Rutherford 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 East Rutherford Police Department; and

WHEREAS, the Borough of East Rutherford 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 East Rutherford 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 East Rutherford 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 East Rutherford 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 East Rutherford 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) East Rutherford will supply its own ammunition and targets for their designated officers.
- b) East Rutherford 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 East Rutherford 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 East Rutherford fails to pay the required compensation and/or violates the terms of this Agreement, then and in that event, said Borough of East Rutherford 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 East Rutherford 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.

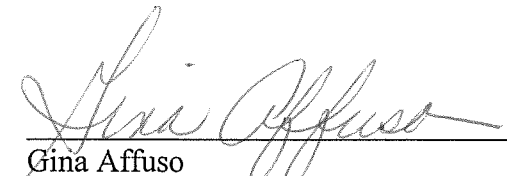
13. This Agreement may not be changed orally, but only by a writing signed by both parties.

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

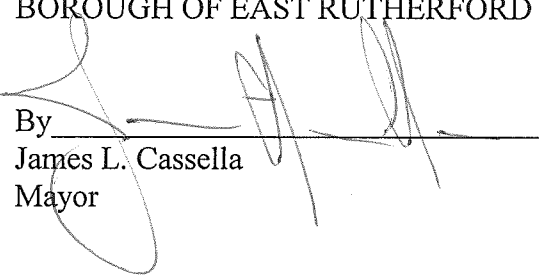
By 

Paul Sarlo
Mayor



Danielle Lorenc
Borough Clerk

BOROUGH OF EAST RUTHERFORD

By 

James L. Cassella
Mayor