

DIVISION OF LOCAL GOVERNMENT SERVICES  
SHARED SERVICES AGREEMENT  
COVER SHEET

PROVIDER: HOWELL TWP POLICE COUNTY: MONTMOUTH

RECIPIENT: MARLBORO TWP COUNTY: MONTMOUTH

BRIEF DESCRIPTION OF SERVICE:

|                              |
|------------------------------|
| <p><i>FIREARMS RANGE</i></p> |
|------------------------------|

EFFECTIVE DATE: 6/18/13

EXPIRATION DATE: 12/31/13

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.

RESOLUTION #2013-158

A RESOLUTION OF THE TOWNSHIP OF MARLBORO IN  
MONMOUTH COUNTY, NEW JERSEY, AMENDING AND  
RENEWING THE SHARED SERVICES AGREEMENT WITH  
THE HOWELL TOWNSHIP DEPARTMENT OF POLICE FOR  
THE USE OF THE HOWELL FIREARMS RANGE

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (the "Act") permits units of local government to share services for particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

WHEREAS, the Township of Marlboro ("Marlboro") and Howell Township ("Howell") are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey Law to enter into a Shared Services Agreement pursuant to the Act; and

WHEREAS, the Township Council of the Township of Marlboro authorized the execution of a shared services agreement with Howell Township on December 9, 2010 for use of the Howell Township Firearms Range; and

WHEREAS, Marlboro desires to continue the utilization of the Howell Township's Firearms Range; and

WHEREAS, representatives of Marlboro and Howell have negotiated an amended Shared Services Agreement, a copy of which is annexed hereto as EXHIBIT A, and the terms of which are incorporated into this resolution as if set forth at length herein; and

WHEREAS, the Township Council of the Township of Marlboro has determined that the entry into the Shared Services Agreement is in the best interest of the residents and taxpayers of Marlboro,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Marlboro as follows:

1. The above recitals are hereby incorporated into the body of this Resolution as if set forth at length herein.
2. The Mayor is hereby authorized to execute the Shared Services Agreement annexed hereto as EXHIBIT A.

OFFERED BY: MARDER

AYES: 5

SECONDED BY: CANTOR

NAYS: 0

*Alida Manco*

ALIDA MANCO,  
MUNICIPAL CLERK

*Frank LaRocca*

FRANK LaROCCA,  
COUNCIL PRESIDENT

5/2/13

**CERTIFICATION**

I hereby certify the above to be a true  
and exact copy of a Resolution adopted  
by the Township Council of the Township  
of Marlboro at a meeting held on 5-2-13

*Alida Manco*

Township Clerk

# PURCHASE ORDER Township of Marlboro

Finance Department  
1979 Township Drive  
Marlboro, NJ 07746  
732-536-0200

|  |      |
|--|------|
| THIS P.O.# MUST APPEAR ON ALL VOUCHERS, CORRESPONDENCE, INVOICE, SHIPMENTS, ETC. | 2939 |
|--|------|

|                             |                             |
|-----------------------------|-----------------------------|
| <b>PO DATE</b><br>4/29/2013 | <b>CONTRACT NO.</b>         |
| <b>REQ NO.</b><br>2241      | <b>DEPARTMENT</b><br>Police |

SIGN & RETURN PURCHASE ORDER TO FINANCE

**V  
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8360  
HOWELL TOWNSHIP POLICE  
30 OLD TAVERN ROAD  
HOWELL NJ 07731

**S  
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Marlboro Township Police Department  
1979 Township Drive  
Marlboro NJ 07746

**DESCRIPTION / SPECIAL INSTRUCTIONS**

2013 RANGE FEES

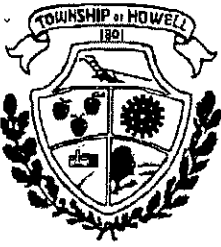
| ACCOUNT                     | QUANTITY | UNIT | ITEM DESCRIPTION   | UNIT PRICE | TOTAL           |
|-----------------------------|----------|------|--|------------|-----------------|
| 0120125106288644            | 1.000    | EA   | CONTRACTUAL SERVICES - FIREARMS<br>UNLIMITED USE OF HOWELL POLICE RANGE<br>2013. FOR ERT AND DEPARTMENT<br>QUALIFICATIONS. | 1250.00    | 1,250.00        |
| <b>Purchase Order Total</b> |          |      |  |            | <b>1,250.00</b> |

**NO ORDER VALID UNLESS SIGNED BELOW**

|   |
|---|
| <i>Approved for Purchase</i>  |
| Purchasing Agent<br><br><hr style="border: none; border-top: 1px solid black;"/> <div style="text-align: center; margin-top: 10px;"> <i>Alvin Stewart</i><br/> <small>Certification of Funds</small> </div> <hr style="border: none; border-top: 1px solid black;"/> Finance Office / CFO |

|  |   |
|--|---|
| <b>DEPARTMENT CERTIFICATION</b>  |   |
| I having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. |   |
| <hr style="border: none; border-top: 1px solid black;"/> Signature   | <hr style="border: none; border-top: 1px solid black;"/> Date |

|  |   |  |   |
|--|---|--|---|
| <b>VENDOR'S CERTIFICATION &amp; DECLARATION</b>  |   |  |   |
| I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one |   |  |   |
| X<br><br>Vendor Sign Here  | DATE  |  |   |
| <hr style="border: none; border-top: 1px solid black;"/> Name (Print or Type)  |   |  |   |
| <hr style="border: none; border-top: 1px solid black;"/> Approved for payment  | <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <hr style="border: none; border-top: 1px solid black;"/>                 Check #             </td> <td style="width: 50%; border: none;"> <hr style="border: none; border-top: 1px solid black;"/>                 Date             </td> </tr> </table> | <hr style="border: none; border-top: 1px solid black;"/> Check # | <hr style="border: none; border-top: 1px solid black;"/> Date |
| <hr style="border: none; border-top: 1px solid black;"/> Check #   | <hr style="border: none; border-top: 1px solid black;"/> Date   |  |   |



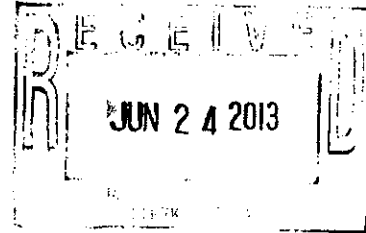
# TOWNSHIP OF HOWELL

4567 Route 9 North  
Post Office Box 580  
Howell, NJ 07731-0580

(732) 938-4500  
FAX (732) 414-3232

Website: [www.twp.howell.nj.us](http://www.twp.howell.nj.us)

June 19, 2013



Alida Manco, Municipal Clerk  
Township of Marlboro  
1979 Township Drive  
Marlboro, NJ 07746

RE: Interlocal Service Agreement – Howell Township Firearms Range

Dear Ms. Manco:

Enclosed you will find a certified copy of the Resolution adopted by the Howell Township Council on June 18, 2013 which authorizes the Mayor and Clerk to sign an Interlocal Service Agreement between the Township of Marlboro and the Township of Howell for use of the Howell Firearms Range for the Year 2013. Also enclosed is the executed Interlocal Service Agreement.

Should you have any questions or require additional information, please do not hesitate to contact my office.

Very truly yours,

Penny A. Wollman  
Township Clerk  
Township of Howell

*attachments*

cc: Ronald T. Carter, Chief of Police

Mr. Walsh offered the following Resolution for adoption seconded by Mrs. Smith.

Resolution No: R-13-171

**RESOLUTION**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL AUTHORIZING EXECUTION OF AN INTERLOCAL SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF HOWELL AND THE TOWNSHIP OF MARLBORO FOR THE USE OF THE HOWELL TOWNSHIP FIREARMS RANGE**

**WHEREAS**, Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., (the "Act") permits units of local government to share services for a particular purposes and to effectuate agreements for any service or circumstance that will aid and encourage a reduction of local expenses; and

**WHEREAS**, the Township Howell and the Township of Marlboro are public bodies corporate and politic of the State of New Jersey and are authorized under New Jersey law to enter into a Shared Services Agreement pursuant to the Act; and

**WHEREAS**, the Township of Howell and the Township of Marlboro desire to enter into a shared services agreement for the utilization of the Howell Township Firearms Range; and

**WHEREAS**, representatives of Howell Township and Marlboro Township have negotiated a Shared Services Agreement, a copy of which is annexed hereto as Exhibit A, and the terms of which are incorporated into this resolution as if set forth at length herein; and

**WHEREAS**, the Township Council of the Township of Howell finds it would be in the best interest of the residents and taxpayers of the Township to authorize the execution of the Shared Services Agreement with the Township of Marlboro in substantially the form annexed hereto and made a part hereof;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Council of the Township of Howell, County of Monmouth, as follows:

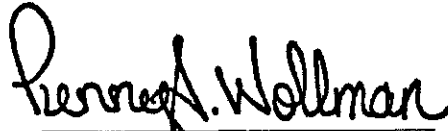
1. That the appropriate officials be and are hereby authorized to execute the Shared Services Agreement with the Township of Marlboro for the use of the Township of Howell's Firearms Range in substantially the form of the Shared Services Agreement annexed hereto and made a part hereof;

2. This Agreement between the Township of Howell and Township of Marlboro shall be for a period of one calendar year beginning January 1, 2013.

3. The Township Clerk is hereby directed to forward a duly certified copy of this Resolution to the Township Manager, Chief of Police and the Township of Marlboro.

| <u>VOTE:</u> | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAIN</u> | <u>ABSENT</u> | <u>DISQUALIFY</u> |
|--------------|-------------|-------------|----------------|---------------|-------------------|
| Mr. Guz      | X           |             |                |               |                   |
| Mrs. Smith   | X           |             |                |               |                   |
| Mr. Walsh    | X           |             |                |               |                   |
| Mr. Nicastro | X           |             |                |               |                   |
| Mayor Gotto  | X           |             |                |               |                   |

This is to certify that the foregoing Resolution was adopted by the Township Council of the Township of Howell during a regular meeting held on June 18, 2013.



PENNY WOLLMAN, TOWNSHIP CLERK

HOWELL TOWNSHIP  
POLICE  
DEPARTMENT'S  
RANGE MANUAL



# ***HOWELL TOWNSHIP POLICE DEPARTMENT RANGE MANUAL***

The following is a guide to authorized outside agencies regarding the use of the range to include targets & holders, safety and maintenance.

The Howell Twp. Range consists of two sides, one designed for short-range handgun practice and the other for long-range rifle practice. This does not prohibit use of either weapons on both sides but should just be used as a guideline to assist your practice time. Please practice with high-powered rifles on the long side if practicable.

Reservations and payment must be received prior to the use of the range.

## ***RANGE USE & MAINTENANCE***

- Upon arriving at the Howell Township Police Department you will be given a set of keys to the range from the dispatcher.
- It is your responsibility to ensure that while using the Howell Township Police Department Range, you have adequate radio and/or Cell phone communication with the Howell Township Police Department desk, 732-938-4111.
- Upon arrival at the range you may need to open the gate leading to the range. There is a key that will open this gate on the range keys. Please ensure that you lock this same gate when you leave.
- There are two sides to our range, a short and long side. We strongly suggest that any high-powered rifles are fired only on the long side if possible.
- You are responsible to bring plastic bags for garbage. Please use these bags, and take anything you bring to the range out with you. There are Dumpsters outside the range to the far left as you exit, where you can place garbage. Wood and paper should be separated from regular trash. Paper and cardboard can be placed in the red dumpster just outside the range.
- The group using the range must conduct their own brass cleanup. We understand that sometimes things happen that may prevent a good brass cleanup, however, leaving it there is not an option. In the event that brass is not cleaned up properly, your agency may not be welcomed back next year.
- There will be buckets for the brass left inside the storage trailer to assist you with the cleanup. You may choose to leave the brass in the trailer, or take your own brass with you.
- It is required that you bring your own targets and holders as it is not Howell's responsibilities to provide your agency with targets and cardboard. If your wooden holders get damaged beyond use please throw the wood in the dumpster next to the compactor on the public works property.
- Upon completion of training all targets and holders shall be returned to the storage trailer or secured by your agency if you brought it to the range, and the trailer is to be secured.
- Sgt. Bernie Fowler of the Howell Township Police Department will be in charge of scheduling outside agency use of the range. He can be contacted at (732)938-4575, ex

2826, where a voicemail can be left if he is not working. If more practical, he can be reached at the email address of [bfowler@howellpolice.org](mailto:bfowler@howellpolice.org)

- Sgt. Bernie Fowler is the Howell Township Police Department's Head Firearms Instructor. He is responsible for overall range maintenance and budgeting. He can be reached at 732-938-4575 Ex 2826, where a voicemail can be left if he is not working. If more practical, he can be reached at the email address of [bfowler@howellpolice.org](mailto:bfowler@howellpolice.org)

#### **RANGE SAFETY**

**ALL RULES AND REGULATIONS GOVERNING LAW ENFORCEMENT ISSUED BY THE ATTORNEY GENERAL'S OFFICE AND THE MONMOUTH COUNTY PROSECUTOR'S OFFICE WILL BE ADHERED TO WHILE USING THE HOWELL TWP. POLICE DEPARTMENT'S RANGE.**

By requesting to use the Howell Township Police Range, you must further abide by the following:

Ensuring that the proper weapons instructor-to-officer ratio exists at all times on the firing line.

Ensuring that personnel certified in first aid or first responder are present at the range or immediately available to respond for medical assistance during weapons qualification or training activities.

Verifying that a suitable communications link exists between the practice range and emergency services personnel. A cellular telephone is sufficient.

Maintaining overall discipline at the practice range and firing line and taking action up to and including removal of any person whose activities or conduct constitutes a danger to any person.

Adequately monitor and supervise all weapons qualification and proficiency demonstration or ensure that a qualified weapons instructor is present during qualification and/or proficiency demonstration activities.

Firearms instructors shall supervise and control firearms related training and proficiency training.

Remaining on the firing line with the officers under their control unless properly relieved.

Taking immediate and appropriate action when the action of anyone present at the range constitutes a danger to any person.

If an injury does occur you must contact the Howell Township Police Department at 911 or (732) 938-4111.

The Howell Township Police Department has a paid police ambulance available during 9a-9p and a volunteer squad thereafter.

If the injury is minor you may elect to transport the injured party yourself. If so, attached you will find the names of the *area hospitals and maps containing the hospital's location*.

*Eye and ear protection* must be worn at all times while shooters are on the firing line.

No unauthorized civilian personnel shall be at the range.

Never draw your weapon when someone is forward your position.

Malfunctions will be cleared on the firing line with the muzzle facing down range.

The armorer or firearms instructor will handle problems requiring an armorer on the firing line with the muzzle down range.

Handguns are never to leave the holster unless on the firing line with the muzzle facing down range.

Administrative reloading will be done with the handgun in the holster, remove the magazine and replace it while the handgun is still in the holster.

Once on the firing line the weapon will be drawn, finger off the trigger (*off target, off trigger, on target - on trigger*), with the muzzle facing down range, press check to see if a round is in the chamber. If so, replace weapon to holster. The shooter is to then await further instructions.

**Shared Services Agreement**  
**Between the Township of Marlboro and the Township of**  
**Howell for Use of Firearms Range**

**THIS AGREEMENT**, entered into and effective upon 18 day of June, 2013, by and between

The Township of Howell, a municipal corporation of the State of New Jersey, hereinafter referred to as "Provider"; and

The Township of Marlboro, a municipal corporation of the State of New Jersey, hereinafter referred to as "Recipient"

**WITNESSETH**, that Provider and Recipient, for the consideration hereinafter named, agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

A. Authorization for service to be provided.

The Provider is authorized to provide the services named in the agreement under the provisions of N.J.S.A. 40A:65-1 et seq. Both the Provider and Recipient shall enact the necessary municipal resolution authorizing this contract.

**ARTICLE II: ACTIVITIES**

A. Services to be provided.

The Provider shall provide firearms range facilities.

B. Range Hours of Operation.

The Provider shall specify.

**ARTICLE III: COMPENSATION**

The schedule of fees is as follows:

A. \$1,250.00 per year unlimited use

B. \$125.00 per day

C. \$30.00 per hour

**ARTICLE IV: TERMS OF USE**

A. Recipient shall abide by "Rules and Regulations" which are attached to this Agreement and made a part hereof as Exhibit "A"

B. Recipient shall pick-up and clean-up after themselves after use of the facilities and shall leave it in an orderly condition

C. Recipient shall not fire anything other than non-toxic ammunition

**ARTICLE V: OTHER TERMS**

A. Recipient shall provide proof of insurance

B. Recipient shall hold harmless Provider its officials and employees from any liability arising out of use of the range and facilities

**ARTICLE VI: DURATION OF CONTRACT; TERMS OF AMENDMENT**

A. Duration

The Provider agrees to provide the services named in the Article II for calendar year 2013, commencing on January 1, 2013.

B. Amendment

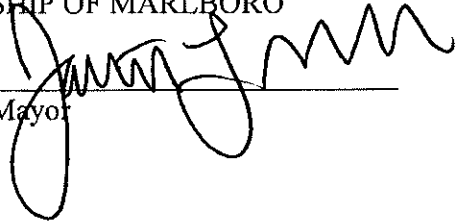
This agreement may be amended or extended at any time by mutual agreement of the parties provided that such an amendment is reduced to writing, executed by the chief administrative official of each party, and specifies the date the provisions of such amendment shall be effective.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and year first above written.

TOWNSHIP OF MARLBORO

Signed: \_\_\_\_\_

Mayor



Attest: \_\_\_\_\_

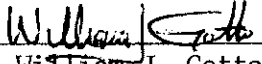
Clerk



TOWNSHIP OF HOWELL

Signed: \_\_\_\_\_

Mayor William J. Gotto



Attest: \_\_\_\_\_

Clerk Penny A. Wollman

