

9A
2011 RESOLUTION – FIREARMS RANGE

WHEREAS, the Township of Bloomfield, through its police department, attends, participates and uses several of the generated programs, classes and/or equipment of the Firearms Training Facility of the Borough of North Arlington; and

WHEREAS, North Arlington requires that the Township of Bloomfield execute the attached Hold Harmless Agreement prior to using of the Firearms Training Facility; and

WHEREAS, the Chief of Police recommends that the Township of Bloomfield execute North Arlington's Hold Harmless Agreement so that the police department may continue to participate in, and use the aforementioned programs, classes and/or equipment of the Firearms Training Facility of the Borough of North Arlington.

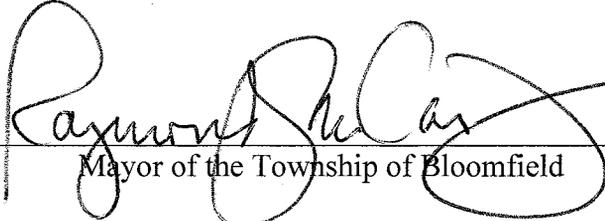
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey that in accordance with the recommendation of the Police Chief the Mayor is hereby authorized to sign and the Clerk to attest to the attached Hold Harmless Agreement.

* * *

I hereby certify that the above resolution was duly adopted by the Township Council of the Township of Bloomfield at a meeting of said Township Council held on February 22, 2011.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

APPROVED AS TO FORM AND PROCEDURE

ON BASIS OF FACTS SET FORTH

Director of Law-Township Attorney

ROLL CALL VOTE

| MAYOR & COUNCIL | YES | NO | ABSTAIN | ABSENT |
|-----------------------------|------------|-----------|----------------|---------------|
| | | | | |
| COUNCILWOMAN MALY | ✓ | | | |
| COUNCILMAN JOANOW | ✓ | | | |
| COUNCILMAN RUANE | ✓ | | | |
| COUNCILMAN VENEZIA | | | ✓ | |
| COUNCILWOMAN DUNIGAN | ✓ | | | |
| COUNCILMAN HAMILTON | | | | ✓ |
| MAYOR McCARTHY | ✓ | | | |

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THIS AGREEMENT, entered into this _____ day of 2011 by and between the BOROUGH OF NORTH ARLINGTON, a Municipal Corporation of the State of New Jersey, having its principal offices at 214 Ridge Road, North Arlington, New Jersey, hereinafter referred to as "Borough" of North Arlington and _____, hereinafter referred to as the "USER".

WITNESSETH:

That for and in consideration of the sum agreed upon each to the other in hand paid at or before the execution and delivery of this Agreement the receipt whereof is mutually acknowledged, the parties hereto do covenant and agree as follows:

1. The Borough of North Arlington, through it's Police Department, will allow and permit the "USER" the use of the Police Pistol Range, located in the Hackensack Meadowlands/Borough of North Arlington, New Jersey.
2. The Police Department of the Borough of North Arlington and the "USER" will be permitted to utilize the Range facilities so as not to interfere with normal Police Department training.
3. The Borough of North Arlington, through it's Police Department, agrees that there will not be any representative of the North Arlington Police Department in attendance during usage of the Range and the "USER" will supply supervision at it's sole expense to oversee the adherence to safety rules.
4. The "USER" agrees to provide a qualified Range Officer and instructors during all training sessions for said agency.
5. The "USER" agrees that only agency approved service load or equivalent load ammunition appropriate for use in New Jersey State mandated qualification courses will be used during training. Said ammunition will not be armor piercing or tracer type.
6. The "USER" agrees that they will supply their own ammunition, targets, weapons, and cleaning supplies.

7. The "USER" agrees to indemnify and hold harmless the Borough of North Arlington, it's agents, servants and employees from and against all claims, damages, losses, and expenses resulting in bodily injury or death or damage to tangible property due to the negligence of the "USER", it's agents, servants, and employees acting within the scope of their employment.

8. The "USER" agrees to indemnify and hold harmless the Hackensack Meadowlands Development Commission, it's agents, servants, and employees from and against all claims, damages, losses and expenses resulting in bodily injury or death or damage to tangible property due to the negligence of the "USER", it's agents, servants, and employees acting within the scope of their employment.

IN WITNESS WHEREOF, the undersigned have hereby caused this agreement to be properly executed on behalf of the entities hereto the date and year first above written.

BOROUGH OF NORTH ARLINGTON

USER

Mayor

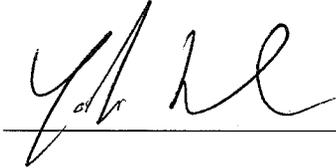
By:

ATTEST:

ATTEST:

Borough Clerk

I hereby approve / disapprove of the passage of the attached Resolution.



Yoshi Manale
Township Administrator

If the Township Administrator disapproves of the attached Resolution the reasons are as follows:

I hereby approve / disapprove of the passage of the attached Resolution.



Christopher Goul
Chief of Police

If the Department Head disapproves of the attached Resolution the reasons are as follows: