

RESOLUTION NO. 2024-050

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH COUNTY OF OCEAN FOR FY2023 HOMELAND SECURITY GRANT

WHEREAS, FY2023 Homeland Security Grant is a program run by the Ocean County Sheriff's Department for approved purchases; and

WHEREAS, the County of Ocean is the pass through agent for the FY2023 Homeland Security Grant for the State of New Jersey; and

WHEREAS, the Township desires to enter into a Memorandum of Understanding with the County of Ocean for a \$21,605.50 grant to purchase Automatic License Plate Readers (ALPR); and

WHEREAS, the governing body desires to authorize the execution of the Memorandum of Understanding with the County of Ocean, attached hereto as "Schedule A" and to accept the FY2023 Homeland Security Grant grant in the amount of \$21,605.50.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of a Memorandum of Understanding with the County of Ocean for a \$21,605.50 grant to purchase Automatic License Plate Readers (ALPR).

2. That the Mayor and the Township Clerk are hereby authorized to execute said Memorandum of Understanding, as well as any and all other documents necessary to effectuate said grant award.

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

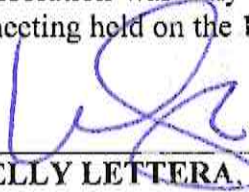
98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

3. That a certified copy of this resolution shall be forwarded to the Township Administrator, the Township Chief of Police, and the County of Ocean.

CERTIFICATION

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 11th day of **January, 2024**.



KELLY LETTERA, CMC, RMC
Municipal Clerk
Little Egg Harbor Township

r|m|sh|c

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ATTORNEYS AT LAW

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made on this _____ day of _____, 2023 by and **BETWEEN:** the **TOWNSHIP OF LITTLE EGG HARBOR** a Corporation of the State of New Jersey, having its principal offices located **665 RADIO ROAD, LITTLE EGG HARBOR, NJ 08087** (hereinafter referred to as “Agency”);

AND: THE COUNTY OF OCEAN, a body politic of the State of New Jersey, having Its offices at Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey 08754, (hereinafter referred to as “County”).

WHEREAS, FY23 Homeland Security Grant is a program run by the Ocean County Sheriff’s Office (hereinafter referred to as “OCSO”), for approved purchases (see Attachment A); and

WHEREAS, the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General will provide funding to the County of Ocean, through the FY23 Homeland Security Grant; and

WHEREAS, the County will act as a pass through funding agent for the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General; and

WHEREAS, the Agency wishes to enter into a Memorandum of Understanding with the County for the purpose of setting forth the obligations of the parties with respect to the purchase of approved items (see Attachment A).

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the parties hereby agree to and with each other as follows:

1. **RESPONSIBILITIES OF AGENCY.** The Agency agrees that it shall have the following responsibilities during the term of the Memorandum of Understanding:
 - (a) The Agency will purchase equipment in accordance with the New Jersey State Office of Law and Public Safety approved list.
 - (b) The Agency uses NIMS/ICS principles & is current on the related training.
 - (c) The Agency will submit the required receipts to Ocean County for all approved items purchased under this Memorandum of Understanding no later than **June 1, 2026**. Required receipts shall consist of an Agency Voucher, copy of purchase order, vendor invoice, proof of payment, RDDB proof (print screen of item(s) entered in RDDB data base) and proof as to how the items were purchased (ex. 3 quotes; state contract; or bid). If purchasing a radio or pager the packing slip containing the make, model and serial number must be included.
 - (d) The Agency will be responsible for all maintenance, repairs, and insurance coverage for all of the equipment purchased under this Memorandum of Understanding.
 - (e) The Agency accepting equipment through this grant agrees to participate in any required Homeland Security Exercises & Drills.
 - (f) The Agency will input all equipment received through this grant into the New Jersey State Police RDDB. Proof of input must be submitted in order for reimbursements to be processed.
 - (g) The Agency will make all equipment purchased under this Memorandum of Understanding available for any county, state or federal audits.
 - (h) The Agency will develop and/or update their Standard Operation Procedures for any equipment purchased and make available for any county, state or federal audits.

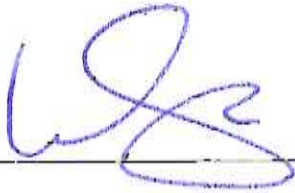
- (i) The Agency will train appropriate personnel on the equipment purchased through this Memorandum of Understanding and maintain training records which will be made available for any county, state or federal audits.
 - (j) The Agency will keep an inventory (w/audit trail) of all equipment purchased through this Memorandum of Understanding and the audit will be performed annually by the receiving agency.
 - (k) The Agency will keep records of all class rosters, sign-in sheets, certificates for trainings and/or exercises conducted through funding of this grant.
 - (l) The Agency will maintain OHSP Vehicle Operation Logs for any vehicles received under this grant. Vehicle Operation Logs will be submitted to the Domestic Preparedness Planner of the Ocean County Sheriff's Office of Emergency Management at the end of each month.
2. **RESPONSIBILITIES OF COUNTY.** The County agrees that it shall have the following responsibilities during the term of this Memorandum of Understanding.
- (a) The County shall reimburse the agency in an amount not to exceed **\$21,605.50** for approved purchases set forth on the approved equipment list (see Attachment A), when funded by the New Jersey State Department of Law and Public Safety, Office of Attorney General, only after receiving the required documents in accordance with the terms specified under the Responsibilities of the Agency as specified in section 1:c. this agreement.
3. **TERM.** This Memorandum of Understanding shall be in full force and effect until July 31, 2026 or until such time all funds have been exhausted and all obligations met.

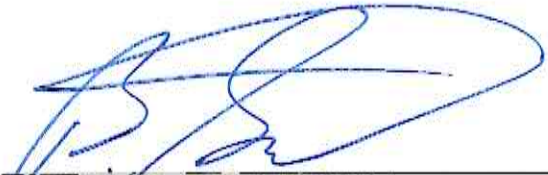
4. **TERMINATION.** Either party to this Memorandum of Understanding may give written notice to the other party to terminate this Memorandum of Understanding.
5. **RELATIONSHIP OF PARTIES.** The Agency's personnel pursuant to this Memorandum of Understanding are not and shall not be considered agents or employees of the County.
6. **ASSIGNABILITY.** The Agency shall not assign or transfer any of the work or services to be performed hereunder of any other interest in this Memorandum of Understanding without the prior written approval of the County.
7. **ENTIRE MEMORANDUM OF UNDERSTANDING.** This Memorandum of Understanding contains the entire agreement between the parties and no modification hereof shall be effective unless in writing signed by the party to be charged therewith. This Memorandum of Understanding shall supercede any other understanding or correspondence that may have been exchanged between the parties on the subject matter hereof.
8. **BINDING EFFECT.** This Memorandum of Understanding has been duly entered into and constitutes a legal, valid and binding obligation of the County and the Agency, enforceable in accordance with its terms, and shall insure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and date first above written.

ATTEST:

TOWNSHIP OF LITTLE EGG
HARBOR





MAYOR BLAISE SCIBETTA

ATTEST:

OCEAN COUNTY SHERIFF DEPT.





MICHAEL G. MASTRONARDY, SHERIFF

ATTEST:

COUNTY OF OCEAN:

MARY ANN CILENTO, CLERK

OCEAN COUNTY COMMISSIONER

ATTACHMENT A

**FY23 HOMELAND SECURITY GRANT
APPROVED EQUIPMENT/TRAINING**

TOWNSHIP OF LITTLE EGG HARBOR

AI.PR

\$ 21,605.50

Total Amount not to exceed: \$ 21,605.50