

RESOLUTION 2025-192

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF NEW JERSEY STATE POLICE FOR METHAMPHETAMINE ERADICATION TASK FORCE

WHEREAS, the threat of methamphetamine trafficking in New Jersey has increased in recent years, with the majority of methamphetamine flooding the market in New Jersey originating from Mexico; and

WHEREAS, much of the methamphetamine has high purity content and has also been found to be mixed with opioids such as Fentanyl; and

WHEREAS, New Jersey is situated just outside the major industrial and metropolitan market of New York City and directly along the northeast corridor between other larger markets of Philadelphia and Boston, making its location a contributing factor to its trafficking; and

WHEREAS, New Jersey's plethora of interstate highways, airports, railways and ports provide a large distribution network for methamphetamine traffickers; and

WHEREAS, the New Jersey State Police Methamphetamine Eradication Task Force, operating in three regional areas of the State, will bring together multiple law enforcement agencies throughout the State to focus on disrupting the transportation, manufacturing, packaging and distribution of methamphetamine into and throughout New Jersey; and

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WHEREAS, the governing body desires to authorize the execution of this MOU with the Department of Law and Public Safety, Division of New Jersey State Police; and

WHEREAS, the governing body authorizes the execution of an MOU with Department of Law and Public Safety, Division of New Jersey State Police for the Methamphetamine Eradication Task Force.

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 authorizes the participation in the Methamphetamine Eradication Task Force with the Department of Law and Public Safety, Division of New Jersey State Police.
2. That the Little Egg Harbor Township Chief of Police is authorized to execute the MOU on behalf of the Township, with the Department of Law and Public Safety, Division of New Jersey State Police for the Methamphetamine Eradication Task Force, in a form consistent with the attached Schedule A.
3. That the effective date of the MOU shall be the date of full execution of the MOU.
4. That a certified copy of this resolution shall be provided to the Township Administrator, the Township Chief of Police and Department of Law and Public Safety, Division of New Jersey State Police.

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CERTIFICATION

I, **KELLY LETTERA, CMC, 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 14th day of **August, 2025**.



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

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**New Jersey State Police
Methamphetamine Eradication Task Force**

MEMORANDUM OF UNDERSTANDING

Summary

The threat of methamphetamine trafficking in New Jersey has increased in recent years. The majority of methamphetamine flooding the market in New Jersey is originating from Mexico and is believed to be trafficked by Mexican Transnational Criminal Organizations.. Much of the methamphetamine has high purity content and has also been found to be mixed with opioids such as Fentanyl. New Jersey's location is a contributing factor to the methamphetamine explosion. New Jersey is situated just outside the major industrial and metropolitan market of New York City and directly along the northeast corridor between other larger markets of Philadelphia and Boston. With its high number of interstate highways, roadways, airports, railways and ports, New Jersey offers a large distribution network for methamphetamine traffickers. The New Jersey State Police Methamphetamine Eradication Task Force will operate in the three regional areas of the State. The addition of the Methamphetamine Eradication Task Force will bring together multiple law enforcement agencies throughout the State to focus on disrupting the transportation, manufacturing, packaging and distribution of methamphetamine into and throughout New Jersey.

Parties

1. This Memorandum of Understanding (MOU or Agreement) is entered into between the Department of Law and Public Safety, Division of New Jersey State Police (NJSP) and Little Egg Harbor Township, collectively referred to as the Parties. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.
2. The individual points of contact (POCs) for each agency that is a Participating Agency in the Methamphetamine Eradication Task Force are listed in the attached Schedule A.
3. All Parties have statutory authority to conduct investigations regarding violations of drug distribution and related crimes.
4. The Parties agree that the collaborative nature of the Task Force includes providing sufficient personnel to fulfill the objectives of the Task Force.

Authorities

5. The Parties acknowledge, by the execution of this Agreement, that they are authorized to enter into this MOU pursuant to their enabling legislation and/or applicable regulations.
6. The Attorney General maintains general supervision of criminal justice in New Jersey as the Chief Law Enforcement Officer of the State pursuant to N.J.S.A. 52:17B-97, et seq.

7. NJSP may cooperate with other State and local authorities regarding criminal justice efforts pursuant to N.J.S.A. 53:2-1, et seq.

Organization and Management

8. The NJSP Intelligence & Criminal Enterprise Section Commander shall have overall authority over the operation of the Task Force and shall designate a Bureau Chief holding the rank of Captain to supervise and provide direction to the Task Force. The Section Commander may designate a member under his/her command to serve as the Methamphetamine Eradication Task Force Commander.
9. The Task Force Commander shall be responsible for the day-to-day oversight and management of the Task Force, including compliance with all NJSP and Task Force-specific policies and procedures. The Task Force Commander may designate officers assigned to the Task Force to serve in a supervisory capacity, however, that Task Force member must still follow the Task Force chain of command and shall report directly to the Task Force Commander through the established chain of command. For administrative purposes, Methamphetamine Eradication Task Force cases shall be entered into the NJSP Records Management System.
10. The conduct of Task Force members outside the scope of the Methamphetamine Eradication Task Force duties and assignments under this MOU shall not fall within the oversight responsibility of the NJSP Bureau Chief or the Methamphetamine Eradication Task Force Commander. Neither the State of New Jersey nor the NJSP shall be responsible for such conduct.
11. To accomplish the objectives of the Task Force, the Parties agree to assign personnel, as needed, on either a full-time or part-time basis, as determined between the Parties and based on operational needs. All Detectives, Officers, Supervisors, and Special Agents will report regularly to dedicated Methamphetamine Eradication Task Force locations. During the assignment, all Task Force members will be under the operational control of the Task Force Commander, but shall remain under the administrative control of their respective assigning units.
12. If a Task Force member is transferred out of the Task Force, the Party representative shall notify the Task Force Commander and shall work cooperatively to assign a suitable replacement subject to the Party's personnel resources.
13. Each Party shall assign at least one Detective, Officer, Supervisor, or Special Agent to the Methamphetamine Eradication Task Force.
14. Each Party POC shall be kept fully apprised of all investigative developments by his or her subordinates.

15. Personnel assigned to the Methamphetamine Eradication Task Force may not engage in independent methamphetamine trafficking investigations.

Operations

16. The Parties agree that matters designated for handling by the Methamphetamine Eradication Task Force will not knowingly be subject to separate and/or independent methamphetamine trafficking efforts of any of the participating agencies. Each party is responsible to make proper internal notification regarding the Methamphetamine Eradication Task Force's existence.
17. The Parties agree that they are not to take any unilateral action relating to any Methamphetamine Eradication Task Force investigation. The Parties will coordinate and cooperatively carry out all law enforcement actions relating to an Methamphetamine Eradication Task Force investigation.
18. All Parties will adhere to formal de-confliction guidelines through use of HIDTA's (High Intensity Drug Trafficking Area) Case Explorer to ensure coordination, courtesy, safety, and proper resource allocation.
19. All investigative reporting will be prepared in compliance with NJSP and Methamphetamine Eradication Task Force policies. Subject to legal and/or policy restrictions, copies of documents created by Methamphetamine Eradication Task Force personnel will be available for inclusion in the respective Parties investigative files.
20. All Methamphetamine Eradication Task Force investigative records shall be maintained by NJSP at a location to be determined by the Task Force Commander.

Information Sharing

21. Each Methamphetamine Eradication Task Force Participating Agency that discloses Personal Identifiable Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
22. Each Methamphetamine Eradication Task Force Participating Agency is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any federal or State law, regulation, or policy applicable to the disclosing Party or the Task Force, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
23. Each Methamphetamine Eradication Task Force Participating Agency will immediately report to the other participating agencies each instance in which data received from the other participating agencies is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

24. At the request of any Task Force Participating Agency, the NJSP Task Force Bureau Chief may authorize the Task Force Commander to audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that security and privacy protections are in place.
25. No Methamphetamine Eradication Task Force information may be disseminated without the permission of a Task Force Section Commander.

Prosecutions

26. The Department of Law and Public Safety, Division of Criminal Justice (DCJ) will serve as the legal advisor to the Methamphetamine Eradication Task Force and will provide legal advice and support for the Task Force's operations concerning methamphetamine eradication and related crimes, including search and arrest warrants, CDWs, wiretaps, charging decisions and instruments. As such, DCJ has the right of first refusal for all prosecutions that arise out of the Task Force.

Deadly Force and Shooting Incident Policies

27. Methamphetamine Eradication Task Force participating agencies shall follow all applicable Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented, including Directives/Guidelines regarding the use of force, vehicular pursuit, use of conducted energy devices, and less-lethal ammunition (available at <https://www.njoag.gov/resources/ag-directives>).
28. Any incident involving the death of a civilian, involving the use of force resulting in death or serious bodily injury, or involving the use of deadly force, including discharge of a firearm, must be immediately reported in a manner consistent with Attorney General Law Enforcement Directive Number 2020-13 (issued December 21, 2020), as updated, amended, or supplemented, and any other applicable Directives and Guidelines.

Salary/ Overtime Compensation

29. Each Participating Agency shall continue to be responsible for the salary and fringe benefits for their respective personnel, including any possible overtime as related to Task Force duties.
30. Subject to availability of COPS Anti-Methamphetamine Grant or other available grant funding, reimbursement for authorized overtime that directly supports Methamphetamine Eradication Task Force investigations may be available, up to \$12,000.00 per task force officer, annually. Reimbursement is subject to NJSP's approval of adequate overtime documentation. Overtime does not include shift differential or any other type of compensation. In the event grant funds are not available, overtime payments for assigned personnel are the responsibility of the respective agency.

Property and Equipment

31. Property utilized by the Methamphetamine Eradication Task Force personnel in connection with authorized investigations and/or operations will be maintained by Methamphetamine Eradication Task Force personnel in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by Methamphetamine Eradication Task Force personnel in connection with authorized investigations and/or operations will be the financial responsibility of the agency supplying said property.
32. The Methamphetamine Eradication Task Force may provide an assigned member with a cellular telephone for work-related purposes. The assigned member is responsible for adhering to NJSP policies regarding the use of assigned cellular phones and electronic communications.
33. Assigned members who are not provided a vehicle by their own agency or department may be provided with an NSJP undercover vehicle. Assignment of an NJSP vehicle is subject to availability and at the discretion of the Task Force Commander. The assigned member is responsible for adhering to NJSP policies regarding assigned vehicle usage and Attorney General Guidelines on Vehicle Pursuit.

Funding

34. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relations to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that either Congress or the State of New Jersey will appropriate funds for such expenses.

Forfeitures

35. Asset forfeitures will be conducted in accordance with State and federal law, and the rules and regulations set forth by the New Jersey Department of Law and Public Safety and the Department of Justice. Forfeitures attributable to the Methamphetamine Eradication Task Force investigations and/or prosecutions may be equitably shared as permitted with the Participating Agencies on the Task Force.

Dispute Resolution

36. In cases of overlapping jurisdiction, the Participating Agencies in the Methamphetamine Eradication Task Force agree to work in concert to achieve Methamphetamine Eradication Task Force objectives.
37. The Methamphetamine Eradication Task Force Participating Agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

Media Releases

38. No Party will unilaterally discuss or otherwise reveal information relating to Methamphetamine Eradication Task Force investigations.
39. All media releases relating to ongoing prosecution, crime alerts or other matters concerning the Methamphetamine Eradication Task Force shall be coordinated through the Violent & Organized Crime Control South Bureau Chief and/or Assistant Bureau Chief and the New Jersey State Police Office of Public Information.
40. Press releases will conform to the Office of the New Jersey Attorney General and Department of Justice Guidelines.

Task Force Personnel Remain Employees of Their Respective Agencies

41. The Parties agree that personnel assigned to the Methamphetamine Eradication Task Force are and will remain employees of their respective agencies. Each agency is responsible for any applicable defense and/or indemnification of liability claims, and the provision of unemployment benefits for their employee. Any and all claims for Workers Compensation shall be directed to and paid by the member's respective agency.

Liability

42. This MOU does not alter the applicable State or federal laws and regulations governing criminal or civil liability, if any, arising from the conduct of personnel assigned to the Methamphetamine Eradication Task Force.
43. The Parties agree, subject to any limitations imposed by law, rule, or regulation, to be responsible for the acts or omissions of their respective officials, employees or agents regarding participation in, and any deployment or assignment to, the Task Force. The Parties further agree to cooperate in good faith to resolve any claims between the Parties promptly and, whenever appropriate, without litigation. For all such claims, each Party's POC shall, within five business days of receipt, provide the designated legal representatives of each Party with copies of any documents memorializing such claims.

44. The Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources or personnel expenses incurred by reason of death, injury, or incidents giving rise to liability.
45. The Parties further understand that any Agreement signed on behalf of the State by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and the availability of appropriated funds. The State of New Jersey cannot agree to indemnify any third party and is not providing any indemnification to any grantee, contractor, or other Party. The State of New Jersey does not carry general liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Act. The Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1.
46. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that no Party assumes any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other.
47. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or their employees under the Tort Claims Act or other applicable law.

Duration, Withdrawal and Termination

48. The term of this MOU is for the duration of Methamphetamine Eradication Task Force operations, but may be terminated at any time upon written mutual consent of the Parties involved.
49. A Party may withdraw from the Methamphetamine Eradication Task Force at any time by giving thirty (30) days' written notification to the Methamphetamine Eradication Task Force Commander and/or his designee. When a Party withdraws from the MOU, the Party will return all equipment to the Party or agency that supplied the equipment within thirty (30) days of the notification of the withdrawal. The remaining Participating Agencies to the Task Force will return to any withdrawing Party, as soon as practicable and consistent with ongoing investigations, any unexpended equipment supplied by the withdrawing Party during its participation in the Methamphetamine Eradication Task Force.
50. The Task Force Commander may unilaterally terminate any Party from the Task Force for failure to participate or failure to comply with the terms of this MOU by sending a letter to the Party POC advising of the Party's noncompliance and/or nonparticipation and intent to terminate.

Effect on Other Authorities

51. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict any Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.

Severability

52. Nothing in this MOU is intended to conflict with applicable Federal or State laws or regulations or the directives of Attorney General of New Jersey, or any Party. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

No Private Rights Created

53. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the United States, the State of New Jersey, or any state, against any department, agency, officer, employee of the United States, the State of New Jersey, or any state, against any entity, or any other person.

Non-Waiver

54. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

Entire Agreement & Amendments or Modifications

55. This MOU may be amended by deletion or modification of any provision contained herein, or by adding new substantive provisions, after written consent of the Parties to this MOU.

56. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties. Unless otherwise described in this MOU, no amendment or modification of this MOU shall be effective unless in writing and signed by the Parties.

Effective Date

57. The terms of this MOU will become effective when signed and dated by the Parties.

Authorization

58. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

Counterparts

59. This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Electronic Signature

60. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures.

SIGNATURE PAGE FOLLOWS

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Signatories

The terms of this MOU have been read and understood by the persons whose signatures appear below.

Department of Law and Public Safety

By: Matthew J. Platkin, Attorney General

Date

Division of New Jersey State Police

By: Colonel Patrick J. Callahan

Date

Participating Agency

Name: Little Egg Harbor Township

By: Chief of Police, James Hawkins


8/8/2025
Date