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RESOLUTION NO. 2024-223

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF STAFFORD FOR USE OF TRASH TRUCK

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unity or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, due to a fire, the Township's trash truck suffered damage and is unusable for the near future; and

WHEREAS, Stafford Township has an automated trash removal truck (#249) which it has agreed to loan to Little Egg Harbor Township; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Township of Little Egg Harbor and the Township of Stafford desire to enter into a Shared Services Agreement for the loan of a trash truck.

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 Shared Services Agreement with the Township of Stafford, attached hereto as Schedule A, in a form acceptable to the Little Egg Harbor Township Attorney, for the purpose of setting the terms and conditions for the use of an automated trash removal truck (Stafford Truck #249 or equivalent) from Stafford Township.

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

98 East Water Street
Toms River, NJ 08753

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2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.

3. That the term of the agreement shall be for two (2) months, with an option to renew for a time period as agreed, in writing by both parties.

4. That the agreement shall become effective upon the passage of Resolutions by both Stafford Township and Little Egg Harbor Township and the full execution by both parties.

5. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

6. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Township of Stafford and Little Egg Harbor Township Administrator Rodney Haines.

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 **12th** day of **September, 2024**.



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

r|m|sh|c
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SCHEDULE A

MEMORANDUM OF UNDERSTANDING BETWEEN STAFFORD TOWNSHIP AND LITTLE EGG HARBOR TOWNSHIP

This MEMORANDUM OF UNDERSTANDING hereinafter referred to as "MOU" or "Agreement" is hereby made and entered into by and between STAFFORD TOWNSHIP hereinafter referred to as STAFFORD and LITTLE EGG HARBOR TOWNSHIP hereinafter referred to as LITTLE EGG HARBOR.

A. PURPOSE:

The purpose of this MOU is to develop and expand a framework of cooperation between STAFFORD and LITTLE EGG HARBOR and to provide LITTLE EGG HARBOR with an automated truck hereinafter referred to as TRUCK #249, owned by STAFFORD. This MOU is governed by the provisions of N.J.S.A. 40A:65-1 et seq. (the Uniformed Shared Services and Consolidation Act).

B. SCOPE OF AGREEMENT

As of the effective date of this agreement, STAFFORD shall provide LITTLE EGG HARBOR with TRUCK #249 for the purpose of trash removal. LITTLE EGG HARBOR shall utilize TRUCK #249 for the purpose of trash removal in Little Egg Harbor Township, in accordance with standard industry protocol.

C. COMMENCEMENT/EXPIRATION DATE. This agreement is effective as of the passage of Resolutions by both parties and as of the date of last signature. The term of this MOU shall be for two (2) calendar months from the effective date (the "Term"). This agreement may be extended by written agreement of the parties.

D. CONSIDERATION. LITTLE EGG HARBOR agrees to pay \$1.00 to STAFFORD for the utilization of Truck #249, in accordance with the terms of this agreement.

E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts STAFFORD or LITTLE EGG HARBOR from participating in similar activities with other public or private agencies, organizations and individuals. In no event shall STAFFORD authorize use of the TRUCK #249 by any entity other than the LITTLE EGG HARBOR

F. TERMINATION. Either party, upon fifteen (15) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.

G. NOTICES. Any notice required to be given hereunder shall be in writing and shall be either hand delivered, mailed via certified mail, or mailed via a nationally recognized overnight courier to the address set forth below:

STAFFORD:

George Yackachonis, Sr., CPWM/CRP/CCCS
Stafford Township 260 E. Bay Ave
Manahawkin, NJ 08050

LITTLE EGG HARBOR:

Rodney Haines, Township Administrator
Brad Griffin, Superintendent of Public Works
Little Egg Harbor Township 665 Radio Road
Little Egg Harbor Township, NJ 08087

- H. LIABILITIES. It is understood that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its own negligent acts or omissions and those of its officers, employees and agents.

LITTLE EGG HARBOR hereby releases STAFFORD, its officers, employees and representatives from any liability and assigns for any and all claims and causes of action for loss of or damage to property and for any and all illness or injury to any person, including death, that may result from or occur during LITTLE EGG HARBOR'S use of the TRUCK #249, whether caused by negligence of the LITTLE EGG HARBOR, its officers, employees, or representatives, or otherwise. LITTLE EGG HARBOR further agrees to indemnify and hold harmless the STAFFORD and its officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from negligent or intentional act or omission while utilizing the TRUCK#249.

- I. DAMAGE OR DESTRUCTION. In the case of total destruction of Truck #249 by any cause whatsoever either during the Term or prior thereto, or during any renewal or extension period thereof, or in the case of such partial destruction thereof as to render the Truck unusable, then in any such event, the Term shall cease and terminate as of the date of such damage or destruction. LITTLE EGG HARBOR has had the opportunity to inspect the Truck #249 and acknowledges with its signature on this MOU that the Truck #249 is in good condition and complies in all respects with its needs under this Agreement. STAFFORD makes no representation or warranty with respect to the condition of the Truck #249. Furthermore, LITTLE EGG HARBOR represents that it has inspected the Truck #249 and will take possession of the Truck #249 in its "as is" condition as of the date of this Agreement. LITTLE EGG HARBOR shall provide regular repair and maintenance to Truck #249 during the term of this agreement. STAFFORD acknowledges that Truck #249 shall have reasonable wear and tear during the term of its use by LITTLE EGG HARBOR.

- J. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement between the parties and supersedes all prior Agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter. There are no promises, terms, conditions or obligations referring to the subject matter, other than those contained herein. There may be no

modification of this Agreement, except in writing, executed by both LITTLE EGG HARBOR and STAFFORD with the same formalities as Agreement.

K. CAPTIONS.

The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provision thereof.

L. AGREEMENT MADE IN NEW JERSEY.

This Agreement has been made in and shall be construed in accordance with the laws of the State of New Jersey. All duties, obligations and liabilities of the STAFFORD and LITTLE EGG HARBOR with respect to this Agreement are expressly set forth herein, and this Agreement can only be amended in writing and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

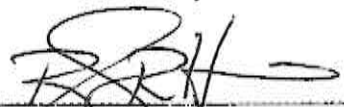
FOR: **STAFFORD TOWNSHIP**

Date: _____

Matthew von der Hayden, Administrator
Stafford Township

FOR: **LITTLE EGG HARBOR TOWNSHIP**

Date: 9/12/2024 _____


Rodney R. Haines, Administrator
Little Egg Harbor Township