

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made this _____ day of _____ 20XX, by and between

THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, with its principal office in the Department of Environmental Protection Building, 401 East State Street, Trenton, New Jersey 08625 (hereinafter referred to as the “State”), and

[INSERT NAME OF PUBLIC ENTITY], with its principal office at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter referred to as “XXXXXX”);

The State and the XXXXXXXX are collectively referred to herein as the “Parties.”

WHEREAS, [IDENTIFY AND SET FORTH STATUTORY AUTHORITY OF STATE TO EXECUTE MOU]; and

WHEREAS, [IDENTIFY AND SET FORTH STATUTORY AUTHORITY OF PUBLIC ENTITY TO EXECUTE MOU]; and

WHEREAS, [SET FORTH FACTUAL BASIS FOR MOU IN AS MANY CLAUSES AS NECESSARY. INCLUDE NECESSARY EXHIBITS]; and

WHEREAS [SET FORTH GENERAL PURPOSE OF MOU]; and

WHEREAS, the Parties agree that this Agreement is in the best interests of the public; and

WHEREAS, the Parties under the powers vested to them by .0000000000000000 law, have determined that it is in the Parties’ mutual interest to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms conditions, promises and obligations contained herein, which the Parties acknowledge to be good and sufficient consideration to support this Agreement and bind and obligate the Parties hereto, the Parties hereto agree as follows:

1. PURPOSE/SCOPE OF PROJECT: [SET FORTH IN APPROPRIATE DETAIL THE SPECIFIC AGREEMENTS THE PARTIES ARE MAKING, THE PURPOSE, RESPECTIVE RESPONSIBILITIES, DELIVERABLES]

2. TERM: This Agreement shall become effective on the date it is fully executed by both Parties and shall continue [for a period of XX years/until XX date/until specific terminating event]. [The Parties may extend this Agreement for XX (X) additional XX (X) month renewals upon [mutual written consent/at the sole discretion of the State].

3. SUBJECT TO THE AVAILABILITY OF FUNDING: The State’s obligations under this Agreement are subject to appropriations and the availability of funds. A failure by the State to

make any payment required by this Agreement or to observe and perform any condition on its part to be performed under this Agreement as a result of the failure of the Legislature to appropriate necessary funds shall not in any manner constitute a breach or default by the State and the State shall not be held liable in any manner whatsoever because of the absence of available funding.

4. THIRD-PARTY BENEFICIARIES: This Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Agreement.

5. DISPUTE: If there are any disputes among the Parties concerning this Agreement, the Commissioners or their authorized representatives of each party shall confer to resolve the dispute.

6. AMENDMENT: This Agreement may be amended, supplemented, changed, modified, or altered only by mutual agreement of the Parties in writing that shall be effective as of the date stipulated therein.

7. SEVERABILITY/WAIVER: All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

8. TERMINATION: Either party may terminate this Agreement upon service on the other party of written notice giving at least XX days written notice of such intention to terminate.

9. CHOICE OF LAW: This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

10. NOTICE:

All correspondence and notices to the State regarding this Agreement shall be addressed to:

XXXXXXXXXX

[Make to the attention of specific title]

All correspondence and notices to the XXXX regarding this Agreement shall be addressed to:

XXXXXXXXXX

[Make to the attention of specific title]

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter of this Agreement. This Agreement represents the entire agreement between the Parties; all negotiations, oral agreements and understandings are merged herein.

12. BINDING EFFECT: All of the terms, conditions, and covenants to be observed and performed by the Parties shall be applicable to and binding upon their several successors and assigns, as the case may be.

13. AUTHORITY: By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

14. SIGNATURES: The terms and conditions of this Agreement have been read and understood by the persons whose signatures appear below, and the parties agree to comply with the terms and conditions set forth on the preceding pages.

[This space intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees to be hereunto affixed the day, month, and year first written above.

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

ATTEST:

By: _____

XXXXXXXXXXXXXXXXXXXX

ATTEST:

By: _____

This agreement has been reviewed and approved as to form.

Attorney General of New Jersey

By: _____