

PASSAIC COUNTY PROSECUTOR'S OFFICE

MDT TIE-IN AGREEMENT

WHEREAS, the Passaic County Prosecutor's Office is in possession of a server computer supplied by Passaic County Prosecutor's Office and manufactured by Info-Cop; and

WHEREAS, the server computer is connected to the New Jersey Criminal Justice Information System (hereinafter referred to as "NJCJIS") and the National Crime Information System (NCIS); and

WHEREAS, the Township of West Milford Police Department desires access and tie-in to the Passaic County Prosecutor's Office server computer so that it too may connect to the NJCJIS and NCIS; and

WHEREAS, the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-1 et seq. In general and N.J.S.A. 40:8A-10 in particular, declare that the purpose of the Act is to promote interlocal service agreements and that the grant of such power under the Act is intended to be as broad as is consistent with general law relating to local government.

NOW THEREFORE, it is understood and agreed to by Passaic County Prosecutor's Office as provider and Township of West Milford Police Department as customer this 8 day of Dec., 2005, as follows:

1. The purpose of this Agreement is to permit Township of West Milford Police Department to access and tie into the Passaic County Prosecutor's Office service computer so that Township of West Milford Police Department may be connected to the New Jersey Criminal Justice Information System (NJCJIS) and the National Crime Information System (NCIS). This Agreement authorizes and permits this access and tie in under the terms and conditions delineated herein below.

2. Passaic County Prosecutor's Office agrees to allow access to its server computer at a cost of \$500.00 per year. The contract period will run from January 1 through December 31. Payment for the period will be due upon acceptance of the Agreement between Township of West Milford Police Department and Passaic County Prosecutor's Office. Thereafter, payment shall be received by January 31 of each subsequent year if the contract is renewed by both parties. The Township of West Milford Police Department shall have ninety (90) days from the end of the year which to notify Passaic County Prosecutor's Office if it wishes to renew the Tie-In Agreement. Thereafter, Passaic County Prosecutor's Office shall have thirty (30) days within which to acknowledge whether it will renew the Agreement or wishes to terminate it at year's end.

3. The Township of West Milford Police Department must certify in writing that all users of the system are properly trained, as per the National Crime Information Center and New Jersey Criminal Justice Information System guidelines. A copy of all training records for users must be supplied to the Terminal Agency Control Officer (TAC) of the Passaic County Prosecutor's Office prior to activation. It will be Township of West Milford Police Department's responsibility to notify, in writing, Passaic County Prosecutor's Office TAC Officer immediately of any changes to training or status of the user. Annual updated training records will be forwarded to the TAC Officer of the Passaic County Prosecutor's Office prior to any renewal of this contract.

4. The Township of West Milford Police Department also agrees to abide by the NJCJIS Security Policy as it applies to units accessing NCIS and NJCJIS through the Passaic County Prosecutor's Office server. Any violation of the NJCJIS Security Policy and/or this Tie-In Agreement by the Township of West Milford Police Department shall be the responsibility of

the Township of West Milford Police Department and not the responsibility of Passaic County Prosecutor's Office. Moreover, the Township of West Milford Police Department hereby indemnifies and holds Passaic County Prosecutor's Office harmless from any and all claims, personal injuries or property damage sustained by anyone arising out of any violation of this Tie-In Agreement and/or the NJCJIS Security Policy by Township of West Milford Police Department.

5. Passaic County Prosecutor's Office may terminate service to the Township of West Milford Police Department for any violation of this Tie-In Agreement with thirty (30) days advanced notice. The Township of West Milford Police Department waives any and all claims it may have against the Passaic County Prosecutor's Office should Passaic County Prosecutor's Office terminate this Tie-In Agreement for any violation which the Passaic County Prosecutor's Office deems appropriate.

6. It will be the responsibility of the Township of West Milford Police Department to gain all prior approvals of the New Jersey State Police CJIS Section prior to implementing the system.

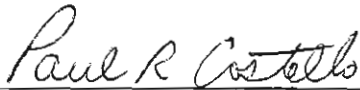
7. The Township of West Milford Police Department hereby indemnifies and holds the Passaic County Prosecutor's Office harmless from any and all claims for personal injury or property damage asserted by anyone arising out of the Township of West Milford Police Department's entering into the within MDT Tie-In Agreement.

8. Passaic County Prosecutor's Office will utilize its best efforts to maintain service under this MDT Tie-In Agreement without interruption. However, in the event interruption of service should occur for whatever reason, the Township of West Milford Police Department hereby waives and releases Passaic County Prosecutor's Office from any and all liability or any

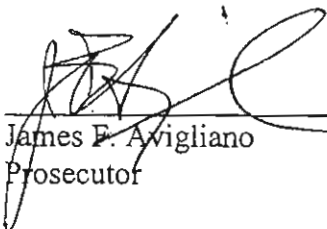
other category of claim or responsibility arising out of any interruption of service or failure of the system whether related to the actions of Passaic County Prosecutor's Office or not.

9. Any failure of Passaic County Prosecutor's Office equipment, but not limited to, software, hardware, telephones, frame relay services, or other related equipment, whether the responsibility of Passaic County Prosecutor's Office or its various providers will be addressed as quickly as possible and efforts made at rectification within a reasonable period of time. In this regard, Passaic County Prosecutor's Office's responsibility is limited to notifying the respective maintenance personnel or providers during normal business hours. If, for whatever reason, repairs are not reasonably made, the Township of West Milford Police Department hereby waives and releases Passaic County Prosecutor's Office from any liability for personal injury or property damage the Township of West Milford Police Department may sustain as a result of such failure.

10. Passaic County Prosecutor's Office will not be responsible for any hardware, software, or maintenance costs of any equipment or software owned, leased or purchased by the Township of West Milford Police Department.



Chief of Police
West Milford Police Department



James F. Avigliano
Prosecutor