

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF MORRIS, NEW JERSEY

RESOLUTION NO. 11

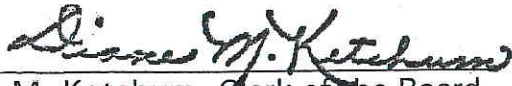
ADOPTED: April 14, 2010

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BOROUGH CLERK'S OFFICE
LINCOLN PARK, NEW JERSEY
2010 APR 26 P 12:11

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey as follows:

- 1) The Director of the Board of Chosen Freeholders is hereby authorized to sign and execute an interlocal services agreement for use of the County's Mobile Data Terminal System by the Borough of Lincoln Park in 2010, a copy of which is on file in the Office of the Department of Law and Public Safety and made a part hereof by reference.
- 2) This resolution shall take effect in accordance with the law.

I hereby certify this to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey at a regular meeting held on April 14, 2010.



Diane M. Ketchum, Clerk of the Board

YEAR 2010
INTERLOCAL SERVICES AGREEMENT FOR UTILIZATION OF THE COUNTY'S
MOBILE DATA TERMINAL SYSTEM

THIS CONTRACT, made and entered into this 14 day of April, 2010
by and between the **County of Morris** (hereinafter "**County**") and the **Borough of Lincoln Park** (hereinafter "**Municipality**")

WITNESSETH

WHEREAS, the **Municipality** has a need to utilize the County's Mobile Data Terminal to access the Criminal Justice Information System, and the **County** has the ability to make the aforesaid service available, on terms set forth, in consideration of payment as herein provided:

NOW, THEREFORE, it is understood and agreed as follows:

1. The **County** shall provide access to the County's Mobile Data Terminal for the existing units. In the event the **Municipality** wishes to add any additional units to the system or remove any existing units from the system, this must be requested in a written communication from the Municipal Chief of Police to the Morris County Department of Law & Public Safety, Communications Division. **Prior approval must be received from the County for any additional units before purchasing the equipment for the same to allow the County to assess the status of the system.**
2. This agreement is entered into pursuant to the provisions of N.J.S.A. 40A: 65-1 et seq. (Shared Services and Consolidation Act) and it is the intent of the parties hereto that the provisions hereof shall be construed to give full effect to the legislative intent expressed therein.
3. The services listed in paragraph 1 hereof shall be performed by personnel to be hired, paid, and supervised by the **County** and using physical facilities of the **County**.
4. This agreement is subject to the availability of appropriate funds and staff to execute its provisions.
5. The **Municipality** agrees to pay the **County** the sum of one dollar (\$1.00) for provision of the aforesaid services.
6. This agreement shall take effect on January 1, 2010 and extend through December 31, 2010.

7. This agreement may be terminated, without cause, by either party upon three (3) months written notice to the other party. The **County** reserves the right to terminate this agreement upon seven day's notice should the **Municipality** or any of its employees or agencies fail to comply with the terms of this agreement.
8. The **Municipality** is solely responsible for the purchase and maintenance of their terminals and associated radio equipment.
9. The use of this system is solely reserved for law enforcement personnel of the **Municipality** for criminal justice purposes only.
10. The **County** is obligated to report any misuse of the system to the appropriate authorities as all users are subject to criminal charges for any misuse of this system.
11. The **Municipality** shall have its own Terminal Agency Coordinator as specified by the National Crime Information Center and the Federal Bureau of Investigation. Said Terminal Agency Coordinator shall be responsible for training of users and compliance of users with this agreement and all official government policy regarding the use of this information retrieval system. The **Municipality** shall provide the County Communications Division with the name and title of their Terminal Agency Coordinator.
12. Messaging between MDTs, or between MDTs and fixed data terminals or any other computer device that has the capability to communicate with an MDT shall be restricted to communications for police business only.
13. The **County** shall provide the **Municipality** with the name and title of the County's designee. The County's designee will police the use of the system and may audit log files.
14. All MDT records are retained for one year by the **County** and, as official police records, are subject to all laws regarding evidence, discovery and subpoena. The **County** shall provide the **Municipality** with activity log files to be audited by the Municipality Chief of Police, on a regular basis, at the request of the Chief of Police, or when the County determines improper or inappropriate use by the **Municipality's** employees.
15. The County reserves the right to immediately suspend or remove any Mobile Data Terminals used in a manner he deems improper or inappropriate.
16. As poorly or inefficiently operating units, as determined by the Morris County Communications Division, may overburden the system, the County reserves the right to require removal of such units from the system until repaired, or replaced, to the County's satisfaction.

17. The primary purpose of the MDT system is to satisfy the needs of County Law Enforcement Agencies, and provision of access to this system by the **County** to the **Municipality** is purely voluntary. Accordingly, the quality of reception in all geographic areas of the **County** cannot be guaranteed to the **Municipality**. Therefore, the **Municipality** acknowledges that this agreement covers the use of the system as it is established for County Law Enforcement Agencies and the **County** is not obligated to alter the system in any way to improve access in any geographic area within the **County** where reception is inadequate for the purposes of the **Municipality**.

18. In addition to the other rights and remedies of the parties herein, the **Municipality** shall indemnify and hold harmless the County of Morris, its Elected and Appointed Officials, their Employees, Agents and Servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from damages or injury caused by, or resulting from, the negligent acts or omissions by the **Municipality's** personnel arising out of this Agreement or any of the obligation assumed by the **Municipality** hereunder, provided it is determined by a Court having the appropriate jurisdiction that the **Municipality** is solely or jointly responsible for such liability. In the event it is determined by a Court that the **Municipality** is not solely responsible for said liability, then the **Municipality's** liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the **Municipality**.

The **Municipality**, upon notice from the **County**, shall resist and defend, at the expense of the **Municipality**, such action or proceeding with counsel reasonably satisfactory to the **County**. In addition, at its option, the **County** may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the **Municipality's** obligation under this paragraph.


In addition to the other rights and remedies of the parties herein, the **County** shall indemnify and hold harmless the **Municipality**, its Elected and Appointed Officials, Employees, Agents, and Servants, from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from, the negligent acts or omissions by the **County** arising out of this Agreement or any of the obligations assumed by the **County** hereunder, provided it is determined by a Court having the appropriate jurisdiction that the **County** is solely responsible for such liability. In the event it is determined by Court that the **County** is not solely responsible for said liability, then the **County's** liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the **County**. The **County**, upon notice from the **Municipality**, shall resist and defend, at the expense of the **County**, such action or proceeding with counsel reasonably satisfactory to the **Municipality**. In addition, at its option, the **Municipality** may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the **County's** obligation under this paragraph.

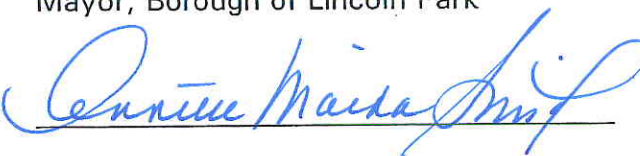
The **Municipality** shall maintain such insurances with satisfactory insurance companies as will protect it and the **County** from all claims. These insurances shall include public liability, personal injury, including death, automobile insurance and property damage which may arise from operation under this agreement whether such operation be by itself or by any subcontractor or any one directly or indirectly employed by either of them. Minimum acceptable limits for bodily injury and property damage are \$1,000,000 per person and \$3,000,000 aggregate and the **County, its Elected and Appointed Officials, their Employees, Agents and Servants must be named as an additional insured on the Certificate of Insurance.** Minimum acceptable limits for Professional Liability for all professional staff shall be \$1,000,000 per person and \$3,000,000 aggregate. A certificate of insurance for \$1,000,000 combined single limit must be provided for all employees who will drive a motor vehicle under the terms of this Agreement. Certificates of such insurance shall be filed in the Office of the Director of Finance and County Treasurer and shall be subject to the approval of the County Counsel, Director of the Division of Risk Management and County Insurance Fund Administrator for adequacy of protection. In the event the County Counsel, Insurance Fund Administrator, or Director of the Division of Risk Management determines that protection is inadequate or unsatisfactory, notice shall be given to the **Municipality** immediately and the **Municipality** shall forthwith provide the necessary evidence of sufficient coverage in accordance with the notice from the **County, County Counsel, Director of the Division of Risk Management or County Insurance Fund Administrator.** Said certificates shall be filed upon the execution of this Agreement and in any event prior to any work being done by the **Municipality.** The maintenance of this insurance shall not relieve the **Municipality** of any liability for injury, death, and property damage which is greater than the insurance coverage. The above stated limits shall not be altered during the term of this Agreement.

19. The **Municipality** agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the **Municipality** submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.

IN WITNESS THEREOF, the parties hereto have caused their authorized officials to affix their signatures and proper corporate seals, the day and year first written above in duplicate.

FOR: BOROUGH OF LINCOLN PARK

BY: 
Mayor, Borough of Lincoln Park

ATTEST: 

FOR: COUNTY OF MORRIS

BY: 
Gene F. Feyl, Director
Board of Chosen Freeholders

ATTEST: 
Diane M. Ketchum
Clerk of the Board

RESOLUTION R10-86


BE IT RESOLVED, by the governing Body of the Borough of Lincoln Park, that the Mayor and Borough Clerk are hereby authorized to execute an Interlocal Services Agreement with the County of Morris for Utilization of the County's Mobile Data Terminal System for a period of one (1) year January 1, 2010 through and including December 31, 2010 with either party having the option to terminate, without cause, by either party upon three (3) months written notice to the other party, the County has the right to terminate this agreement upon seven (7) day's notice should the Municipality or any of its employees or agencies fail to comply with the terms of said agreement;

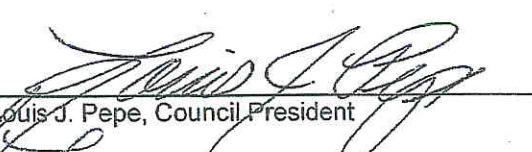
BE IT FURTHER RESOLVED, that the sum of the aforementioned contract shall be One (\$1.00) Dollar for the provisions of the aforesaid services;

BE IT FURTHER RESOLVED that a copy of the contract hereby authorized shall filed and open to public inspection in the Office of the Borough Clerk immediately upon the Adoption of this Resolution;

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon Adoption.

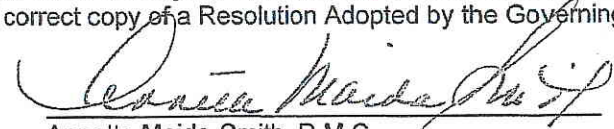
ATTEST


Annette Maida-Smith, R.M.C.
Borough Clerk


Louis J. Pepe, Council President

I, Annette Maida-Smith, Borough Clerk of the Borough of Lincoln Park, County of Morris, do hereby Certify the foregoing to be a true and correct copy of a Resolution Adopted by the Governing Body at the March 15, 2010 Regular Meeting.

Cc: County of Morris
Tom Andrascik
Kerry Geisler
MC Contract File


Annette Maida-Smith, R.M.C.
Borough Clerk
BOROUGH OF LINCOLN PARK