

LEASE OF PERSONAL PROPERTY

THIS AGREEMENT is made the 22 day of December, 2005 by and between the TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation of the State of New Jersey, having its principal place of business at the Municipal complex, Ridge Road (Route 522), Monmouth Jct., New Jersey 08852, ("TOWNSHIP" or "LESSOR"), and Borough of Hightstown, having its principal place of business at 148 North Main Street, Hightstown, New Jersey 08520, (LESSEE").

WITNESSETH as follows:

- 1) **LEASE OF EQUIPMENT.** For and in consideration of the covenants and agreements hereinafter contained, to be kept and performed by the Lessee, Lessor has leased and does hereby lease the personal property known and described as follows:
Four (4) Mobile Data Computer System (MDC) units and interconnected radio units and appurtenant hardware including an antenna capable of being used by the Lessee to make electronic inquiries via radio through the South Brunswick Township Police Department's computer connection to the New Jersey Criminal Justice Information System (NJCJIS) for National Crime Information Center (NCIC)/State Crime Information Center (SCIC)/Motor Vehicle Commission (MVC) information, herein designated as "Equipment", to have and to hold the same unto Lessee for the term of this lease, and any renewals thereof, upon the conditions and agreements included herein.

- 2) **BASIC SERVICES UNDER THIS LEASE.** In addition to the lease of the Equipment, the Lessor will provide the following services to Lessee at no additional charge:
 - a) Original installation of the Equipment, provided that Lessee is responsible for relocation of its equipment, if necessary.
 - b) Basic manufacturer warranty-covered maintenance of the Equipment, which will be available at the South Brunswick Township Data Processing Department service facility between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, excluding holidays recognized by Lessor. It is anticipated that repairs, maintenance or replacement will not normally require more than three (3) business days. Antenna replacement and repair are not included in this maintenance, nor are repairs necessitated by physical abuse of the Equipment.
 - c) Removal of Equipment at expiration or other termination of the lease.

3) **ADDITIONAL SERVICES UNDER THIS LEASE.** In addition to the Basic Services set forth above, Lessor will provide the following services to Lessee at charges as set forth herein:

- a) Special or customized programming for the Equipment shall be available only through the Lessor and only when the Lessor has determined that such programming is compatible and appropriate to the system. Such programming shall be billed to the Lessee at the cost to the Lessor, over and above the rental reserved herein.
- b) Installation transfers between vehicles shall be charged at a fixed rate of \$250.00 per transfer.

4) **RENT, QUARTERLY PAYMENTS.**

- a) Lessee shall pay the sum of \$3,000.00 per year for each MDC package leased.
- b) Rent shall be due and payable in four equal quarterly installments on January 1, April 1, July 1, and October 1 of each lease year. If the lease is entered into at any time other than January 1st, the rent shall be prorated from the date of the lease to December 31 of the same year, with lessee being responsible for payment of rent for the quarter in which the lease is entered into and each succeeding quarter to December 31 of the same year.
- c) ~~Any rent unpaid after the 15th day after it is due shall be subject to a late-payment charge of six percent (6%) per annum on the amount past due.~~
- d) This lease is subject to the availability and appropriation annually of sufficient funds as may be required to meet Lessee's obligations hereunder.

5) **TERM; RENEWAL; TERMINATION.**

- a) The initial term of this lease shall be five (5) years, said time to be measured from January 1st of the year following the date on which the lease was entered into by the parties. The time between the execution of the lease and the January 1st commencement date shall be made a part of the initial lease only, it being Lessor's intention that all such leases of

Equipment shall commence and terminate on a calendar year basis. Payment for said period shall be as set forth above.

- b) Lessor and Lessee represent that their governing bodies have adopted the appropriate ordinances (or resolution in the case of a county), pursuant to N. J. S. A. 40:8A-1, et seq., to authorize execution of this lease, and that said ordinance further provide for renewal of this lease by resolution of the governing body.
 - c) This lease may be renewed for additional three (3) year terms. Notice of Lessee's desire to renew shall be given to the Lessor in writing not later than October 1 of the year in which the lease term expires. Lessor shall notify Lessee in writing by November 1 of that year of the Township's intention to renew or terminate.
 - d) Any one of the following shall constitute an event of termination of this lease:
 - 1) Expiration of the lease without timely notice to renew.
 - 2) Lessee's non-payment of rent more than thirty (30) days after same is due.
 - 3) Failure of Lessee to appropriate sufficient funds annually to meet its obligations hereunder.
 - 4) Excessive physical abuse of the Equipment as determined by the Lessor.
 - 5) Failure to maintain insurance coverage as required herein and provide Lessor with appropriate Certificates of Insurance.
 - e) With the exception of normal expiration of this lease, Lessor shall give Lessee thirty (30) days written notice of its intent to terminate.
- 6) **RESERVATION OF TITLE.** The Equipment and all parts thereof shall retain its character as personal property and the title thereto shall not pass to lessee but shall remain in lessor. Lessee shall not remove, conceal or otherwise interfere with the title or ownership plate of lessor affixed to equipment.
- 7) **REPOSSESSION.** If the Lessee shall sell, assign or attempt to sell or assign the Equipment or any interest therein, or if Lessee defaults as to any of the covenants, conditions or provisions of this lease, it is agreed that Lessor may immediately and

without notice take possession of the Equipment whosoever found and remove and keep or dispose of the same, and any unpaid rentals shall at once become due and payable. If legal action or other means are necessary to recover possession of the Equipment or otherwise enforce this lease or collect moneys due hereunder, the cost of such enforcement or collection, including legal fees, shall be reimbursed to Lessor by Lessee.


- 8) **LOCATION AND USE.** Lessee shall use the Equipment only in designated police patrol cars or police dispatch center and shall not at any time remove the same from said location except for the purpose of returning same to Lessor or except as may be permitted by Lessor by consent thereto in writing. Lessee shall use the equipment at all times in a workmanlike manner and in such manner as will not damage same or injure same, ordinary wear and tear excluded. In the installation, location and use of the Equipment, Lessee shall comply fully with all the laws of the State in which the Equipment is located and with all related local legislation.
- 9) **INSURANCE.** Lessee shall insure the Equipment against damage or loss from any normal causes, including without limitation, theft, fire and collision. Lessee shall provide Lessor with a Certificate of Insurance naming Lessor as loss payee. The insurance shall be maintained throughout the term of this lease and new Certificates of Insurance showing renewal of coverage shall be provided by lessee at least ten (10) days prior to the expiration of the term of the policy.
- 10) **INDEMNIFICATION OF LESSOR.** Lessee shall and hereby does agree to protect and save Lessor harmless against any and all losses or damage to the Equipment and Lessee shall further and does hereby assume all liability to any person whomsoever arising from the location, condition or use of the Equipment, and shall indemnify and does indemnify Lessor of and from all liability, claims and demands whatsoever arising from the location, condition, or use of the Equipment, whether in operation or not, and growing out of any cause, including alleged imperfection or defective Equipment, downtime and from every other liability, claim and demand whatsoever during the term of this lease, and any renewals thereof, arising while the Equipment is in the possession of Lessee.

- 11) **NOTICE.** All notices required by the terms of this lease shall be given in writing by personal delivery, certified mail with return receipt requested, or fax transmission, except that fax transmission shall not be effective unless the original is received by the addressee within 48 hours. Notices shall be sent or delivered to the parties at the addresses set forth herein, with copies to counsel for the parties.
- 12) **NO ASSIGNMENT.** Neither this lease, nor any right or interest thereunder, shall be assigned by Lessee in any respect whatsoever.
- 13) **GOVERNING LAW.** This lease shall be deemed to have been executed and entered into in the State of New Jersey and shall be construed, enforced and performed in accordance with the laws thereof. The parties agree to submit themselves to the jurisdiction of the appropriate New Jersey courts.
- 14) **ENTIRE AGREEMENT.** This lease contains all of the agreements between the parties. No other statements, proposals or agreements, oral or written, shall be binding upon either party with regard to the subject matter of this lease.

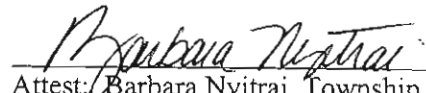
IN WITNESS WHEREOF, the parties hereto have caused this lease to be signed and sealed by their proper officers the day and year first above written.

LESSEE:

TOWNSHIP OF SOUTH BRUNSWICK

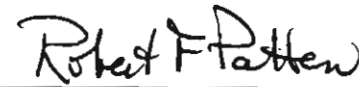


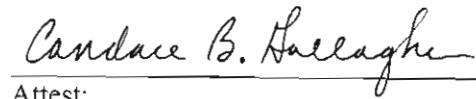
Frank Gambatese, Mayor
South Brunswick Township



Attest: Barbara Nyitrai, Township Clerk

BOROUGH OF HIGHTOWN





Attest:

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT TO LEASE MOBILE DATA TERMINALS TO THE BOROUGH OF HIGHTSTOWN

WHEREAS, pursuant to Ordinance 44-95, the Township Council may, by resolution, enter into Interlocal Services Agreements with other governmental units to provide Mobile Data Terminals for police vehicles; and

WHEREAS, the Borough of Hightstown, a municipal corporation of the County of Mercer, desires to enter into a Lease Agreement with the Township of South Brunswick for four (4) Mobile Data Terminal systems for use by the Borough of Hightstown Police Department; and

WHEREAS, under the terms of the Lease Agreement, the Borough of Hightstown will pay the Township of South Brunswick \$3,000.00 per year for each of the Mobile Data Terminal packages leased;

NOW THEREFORE BE IT RESOLVED on this 13th day of September, 2005, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. The Mayor and Clerk are hereby authorized to execute an Interlocal Services Agreement to lease Mobile Data Terminals to the Borough of Hightstown.

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of the Township of South Brunswick at a meeting duly held on the 13th day of September, 2005.


Township Clerk

Prepared By: Lisa Ward
InterlocalHightstown.913