

**MEMORANDUM OF AGREEMENT
by and between the**

**THE COUNTY OF MIDDLESEX COUNTY, THE MIDDLESEX COUNTY PROSECUTORS' OFFICE
and the**

<Participating Entity Name>

**REGARDING THE INSTALLATION OF AND RESPONSIBILITIES ASSOCIATED WITH
AUTOMATED LICENSE PLATE RECOGNITION (ALPR) DEVICES AND/OR VIDEO
SURVEILLANCE CAMERAS OWNED BY THE COUNTY OF MIDDLESEX**

PREAMBLE

WHEREAS, the County of Middlesex, hereinafter referred to as "County," is committed to supporting its local municipalities and government agencies within the County in their efforts to provide for the public safety and welfare of its residents by ensuring that the law enforcement agencies within the County have access to state-of-the-art equipment in furtherance of public safety duties and efforts, and

WHEREAS, the County has received funding from the American Recovery and Reinvestment Act (ARRA) and has allocated a portion to support public safety efforts within its border, in order to work cooperatively and in partnership with Federal, State, County, and local jurisdictions to support public safety, and

WHEREAS, the Middlesex County Prosecutor, hereinafter referred to as the "Prosecutor," as the Chief Law Enforcement Officer in the County, pursuant to N.J.S.A. 52:17B-97 et. seq., has the authority to govern and regulate the policies of law enforcement agencies to ensure public safety and to promote the coordinated and effective prosecution of all criminal actions; and

WHEREAS, the deployment of Automatic License Plate Recognition (ALPR) Technology and the integration of Law Enforcement Video Surveillance Technology, also referred to as "ALPR and video surveillance equipment/cameras or investigative equipment," elsewhere has proven to have a significant impact on the reduction, prevention, and prosecution of offenses detected from this equipment; and

WHEREAS, the Prosecutor has determined that the deployment of ALPR and video surveillance cameras in Middlesex County will aid in the reasonable and lawful diligence for the detection, arrest, indictment, and conviction of offenders against Federal and State laws; and

WHEREAS the Middlesex County Prosecutor's Office, hereinafter referred to as "MCPO", with the authorization of the Middlesex County Board of County Commissioners has entered into a contract for the purchase and installation of ALPRs and video surveillance equipment utilizing the American Recovery Act Grant funding to support these public safety initiatives, and

WHEREAS, the ALPR and video surveillance equipment will be owned by the County of Middlesex and, at the Prosecutor's discretion through the coordination and consultation with State, County, and local law enforcement professionals, may be deployed in jurisdictions in the County of Middlesex based upon crime statistics, public safety needs and crime prevention efforts, and

WHEREAS, the deployment of ALPR and video surveillance equipment will create a regionalized approach to crime prevention technology implementation, thus avoiding duplication of services and ensure efficient access to all relevant information needed to effectively investigate and prosecute criminal activity across municipal borders; and

WHEREAS, to support this regionalized approach, for any jurisdiction that wishes to align their ALPR system utilized by the Prosecutor, the County of Middlesex will fund the initial purchase and installation of ALPR devices, through its vendor, on behalf of the local law enforcement agency; and

WHEREAS, the Prosecutor reserves the right to re-direct the allocation of these resources previously committed for use at a specific location or within one jurisdiction to another location within that jurisdiction or a different jurisdiction based upon its assessment of public safety needs; and

WHEREAS, law enforcement agencies and their respective governing bodies that wish to be considered for the deployment of this investigative equipment within their respective jurisdiction are hereby required to execute this Memorandum of Agreement (MOA); and

WHEREAS, said law enforcement agencies and their respective governing bodies that execute this MOA with the County are hereinafter referred to as "*Participating Entity*" and collectively referred to as the "Parties;" and

WHEREAS, by execution of this MOA, the County and the MCPO will establish a partnership for collaborative efforts with the *Participating Entity* and the State of New Jersey to provide for the detection and deterrence of crime and promote the safety and welfare of the citizens of Middlesex County;

NOW, THEREFORE, BE IT RESOLVED that the parties of this MOA do hereby acknowledge and agree that the PREAMBLE above is incorporated herein and shall have full force and binding

effect and that the investigative equipment as described herein may be made available on as needed, priority basis, subject to the following provisions:

A. ATTORNEY GENERAL GUIDELINES

1. The parties hereto acknowledge and agree to comply with the terms and conditions of the N.J. Attorney General Directive No. 2022-12 entitled "Updated Directive Regulating Use of Automated License Plate Recognition (ALPR) Technology," which superseded Attorney General Directive No. 2010-5 entitled "Law Enforcement Directive Promulgating Attorney General Guidelines for the Use of Automated License Plate Readers (ALPRs) and Stored ALPR Data", dated December 3, 2010, and "Revision to Attorney General Guidelines for the Use of Automated License Plate Readers (ALPR) and Stored ALPR Data Concerning Data Retention Period," dated November 18, 2015, as may be amended from time to time.
2. The parties hereto further acknowledge and agree to comply with all Federal, State and local laws and regulations governing the purpose of and in furtherance of this MOA.

B. OWNERSHIP

1. All ALPR and video surveillance equipment purchased by the County on behalf of the Prosecutor shall be owned and maintained by the County of Middlesex.
2. All ALPR and video surveillance equipment purchased and installed by a *Participating Entity* shall be owned and maintained by that local law enforcement agency or government entity.
3. All ALPR equipment purchased by the County on behalf of the *Participating Entity* shall be owned by the County.

C. DESIGNATION OF DEPLOYMENT SITES

1. Deployment sites, as referenced throughout herein, shall include, but not be limited to, traffic signals, light poles, utility poles, and related structures as deemed necessary and appropriate by the *MCPO*.
2. The *MCPO*, in consultation with the *Participating Entity* and the New Jersey Statewide Network – ALPR Program (hereinafter "*NJSNAP*") shall determine the specific designation site(s) to install an ALPR and/or video surveillance camera. The designation of the deployment sites are to be prioritized based upon criteria, including, but not limited to, high-risk and/or high-crime areas, crime statistics and/or public safety concerns. If there is a dispute as to the location of a deployment site, the *MCPO* will, in consultation with *NJSNAP*, have final authority over the *Participating Entity* for making that determination.
3. All selected deployment sites for the installation of ALPR's will be subject to an internal review and deconfliction process with the *MCPO* and subsequently with the *NJSNAP*, relying upon qualitative and quantitative data, prior to deployment. All deployment sites will also be subject to future periodic review by the designated staff of the *MCPO* and

NJSNAP to determine if the investigative equipment needs to be relocated to another site that has been identified and prioritized as a high-risk or high-crime location.

4. All selected deployment sites for the installation of video surveillance cameras will be subject to an internal review and deconfliction process with the *MCPO* and the *Participating Entity*, relying upon qualitative and quantitative data, prior to deployment. All deployment sites will also be subject to future periodic review by the designated staff of the *MCPO* and *Participating Entity* to determine if the investigative equipment needs to be relocated to another site that has been identified and prioritized as a high-risk or high-crime location.

D. SELECTION OF DEPLOYMENT SITES FOR THE INSTALLATION OF COUNTY-OWNED ALPR AND/OR VIDEO SURVEILLANCE CAMERAS

1. Implementation of the County-owned investigative equipment will occur in four (4) phases throughout the County after deconfliction of the proposed locations identified by the *MCPO* as follows:
 - a. Phase I: County-owned and maintained deployment sites.
 - b. Phase II: Municipal-owned and maintained deployment sites.
 - c. Phase III: New Jersey Department of Transportation owned and maintained deployment sites.
 - d. Phase IV: Public Utility owned and maintained deployment sites.
2. An ALPR or a video surveillance camera or both may be installed at a deployment site owned by either the State, County or local governmental entities, as determined by the *MCPO*.
3. If an ALPR and/or video surveillance camera is installed at a deployment site owned by the *Participating Entity's* municipal body, the *Participating Entity* agrees to grant the County, the MCPO and their contracted vendors an exclusive right to install the necessary investigative equipment. The County will bear any and all costs associated with the connectivity of any electrical power source necessary to service the deployment site. The *Participating Entity's* municipal body acknowledges and agrees to bear all costs associated with the continued supply of electrical power throughout the deployment of the ALPR and/or video surveillance equipment.

E. SUBMITTING A REQUEST FOR THE INSTALLATION OF A MUNICIPAL-OWNED ALPR DEVICE ON A COUNTY-OWNED OR MUNICIPAL-OWNED DEPLOYMENT SITE

1. The *Participating Entity's* ALPR Coordinator will submit a written request for the installation of a Municipal-owned ALPR Device to the "County ALPR Coordinator" as designated by the County Prosecutor. The *Participating Entity's* ALPR Coordinator shall submit any statistical information and explanation as to the justification for the installation and/or relocation of an ALPR device and/or video surveillance camera at the requested County- owned or Municipal-owned deployment site.
2. The County ALPR Coordinator will be responsible for assessing the request, performing deconfliction action with the *NJSNAP*, and submitting a written recommendation to the

Prosecutor and Chief of County Detectives for their review and approval/denial.

3. If the request is approved and upon written notification to the *Participating Entity*, the County ALPR Coordinator will certify the deployment site and make the necessary arrangements for the installation of the Municipal-owned ALPR device at the approved County-owned or Municipal-owned deployment site, subject to the availability of the equipment.
4. If the request is denied, the County ALPR Coordinator will provide written notification to the *Participating Entity* of the County's decision.

F. SUBMITTING A REQUEST FOR THE PURCHASE AND INSTALLATION OF AN ALPR DEVICE BY THE PARTICIPATING ENTITY

1. In the event the *Participating Entity* wishes to align their ALPR system with the County, the County will offer the initial purchase and installation of ALPR cameras from its qualified vendor on the *Participating Entity's* behalf.
2. The *Participating Entity's* ALPR Coordinator will submit a written request for the purchase and installation of an ALPR device to the "County ALPR Coordinator" as designated by the County Prosecutor. The *Participating Entity's* ALPR Coordinator shall submit any statistical information and explanation as to the justification for the purchase and installation of an ALPR device at the requested location.
3. The County ALPR Coordinator will be responsible for assessing the request, performing deconfliction action with the *NJSNAP*, and submitting a written recommendation to the Prosecutor and Chief of County Detectives for their review and approval/denial.
4. If the request is approved and upon written notification to the *Participating Entity*, the County ALPR Coordinator will certify the deployment site and will authorize the installation of an ALPR device, subject to the availability of the equipment.
5. The *Participating Entity* agrees that once the installation is complete, it will be responsible for the ongoing service maintenance of the equipment, more fully described below.
6. If the request is denied, the County ALPR Coordinator will provide written notification to the *Participating Entity* of the County's decision.

G. INSTALLATION OF AN ALPR DEVICE

1. The contracted vendor or representatives of the County will be responsible for the installation, reinstallation and/or relocation of the ALPR device purchased by the County, for its own use or on behalf of the *Participating Entity*, regardless of ownership of the deployment site.
2. If the *Participating Entity* wishes to install an ALPR device purchased from its own vendor and not of the County's, on a County-owned deployment site, the *Participating Entity* acknowledges and agrees that the installation, reinstallation and/or relocation of the ALPR device will be at its own sole cost and expense, *after* securing the necessary

approvals from the County ALPR Coordinator.

3. During any installation, repair, replacement, relocation or adjustment to an ALPR device, the *Participating Entity* shall be responsible for creating a work zone and providing law enforcement personnel (if necessary) for traffic control during this activity. The *Participating Entity* shall bear all costs and expenses associated with the traffic control during these activities.
4. The County will provide sufficient notice to the *Participating Entity* prior to installation and make every reasonable effort to minimize the impact of the need for police traffic control during these activities.
5. The *MCPO* shall obtain the appropriate approvals from the County Department of Transportation, and/or Department of Infrastructure Management, prior to installing, repairing, replacing, relocating, or adjusting any ALPR device that is located within the County Right of Way or located on or affixed to a Middlesex County facility.

H. NOTIFICATION OF INSTALLATION OF MUNICIPAL-OWNED ALPR AND/OR VIDEO SURVEILLANCE CAMERAS/EQUIPMENT

1. Each *Participating Entity* hereby agrees and acknowledges that they will promptly notify the County ALPR Coordinator of the deployment sites of existing investigative equipment located within their municipality.
2. Each *Participating Entity*, prior to the installation of any investigation equipment within their municipality, regardless of ownership of the deployment site, shall promptly notify the County ALPR Coordinator to undergo the deconfliction process.
3. Each *Participating Entity* shall have the continued obligation to advise the County ALPR Coordinator of the locations of proposed deployment sites for the installation of investigative equipment.

I. DATA AND/OR IMAGES CAPTURED FROM ALPR DEVICES

1. All ALPR data captured by *standalone* ALPRs within the County, regardless of ownership and maintenance, must transmit data in real time via the statewide application program interface ("Statewide API") in accordance with all applicable Attorney General and/or Prosecutor Directives.
2. For Municipal- owned, standalone ALPR devices, this transmission must take place without any manual manipulation of the data or system, and without any cost to the Office of the Prosecutor or the County of Middlesex
3. This will ensure that all ALPR data from standalone devices is transmitted in real time and stored at the New Jersey Regional Operations and Intelligence Center (ROIC), thereby becoming available to all law enforcement agencies operating in Middlesex County and any law enforcement agency located in the State that has access to data via the ROIC.
4. To better facilitate the transmittal of ALPR data to all law enforcement agencies operating in Middlesex County and any law enforcement agency located in the State that has access to data via the ROIC; the County of Middlesex will assume the licensing and

software subscription fees for any law enforcement agency which chooses to utilize the same technology platform as the County of Middlesex for the purposes of capturing and storing ALPR data.

J. DATA AND/OR IMAGES CAPTURED FROM THE VIDEO SURVEILLANCE CAMERAS

1. All video data captured by standalone video surveillance cameras and devices purchased and/or deployed in the County of Middlesex shall be stored on a secure storage device (i.e., server) maintained by the entity which purchased and deployed the devices.
2. Such video data, unless otherwise needed for on-going investigations or potential or confirmed criminal prosecutions, shall be retained on a secure storage device by the entity which purchased and deployed the device for a period of ninety (90) days, after which time it will be destroyed or uploaded to cloud storage purchased and maintained by the agency that purchased the technology. Video data that meets the criteria for a greater length of retention beyond the ninety (90) day requirement shall be uploaded to cloud storage or stored via other means (i.e., Evidence.com) or other method that meets evidentiary standards, if applicable, at the discretion of the entity that owns the video surveillance cameras.
3. Access to all video recordings captured exclusively on standalone video technology shall be made available to all law enforcement agencies in Middlesex County and law enforcement agencies Statewide. The government entity seeking to obtain such video data shall be responsible for obtaining the video from the entity that owns it.

K. AUTHORIZATION FOR ACCESSIBILITY TO ALPR AND/OR VIDEO SURVEILLANCE CAMERA DATA.

Data and/or images captured by ALPR and/or Video Surveillance Cameras shall be only accessible to law enforcement professionals who have completed the requisite training requirements as established by the *NJSNAP* and the New Jersey Attorney General, and solely for legitimate law enforcement purposes. Said data and/or images shall not be shared with non-law enforcement personnel, nor shall it be shared with any law enforcement personnel who have not completed the requisite training requirements as established by the *NJSNAP* and New Jersey Attorney General Directive No. 2022-12 and as may be amended at any time.

L. DAMAGE TO A COUNTY-OWNED ALPR AND/OR VIDEO SURVEILLANCE CAMERA OR THE EQUIPMENT AT THE DEPLOYMENT SITE.

1. In the event a County-owned ALPR and/or video surveillance camera is damaged or becomes non-functional due to the deployment site being damaged as a result of a motor vehicle crash, criminal mischief, an environmental event (i.e., hurricane, blizzard, tornado, etc.), or by any other means, the cost for replacement/repair of the ALPR and/or video surveillance camera will be the responsibility of the County. The County of Middlesex reserves the right to seek recovery of any costs as a result of this

- occurrence via any available insurance policy assigned to the responsible party.
2. In the event any component of the equipment that is part of the deployment site, i.e. traffic control device, utility pole, to which an ALPR and/or video surveillance camera or related equipment is located on or affixed to is damaged as a result of a motor vehicle crash, criminal mischief, or an environmental event (i.e., hurricane, blizzard, tornado, etc.), or by any other means, the cost for the replacement of any component or equipment of the deployment site shall be the responsibility of the owner of said deployment site.
 3. In the event an ALPR and/or video surveillance camera or related equipment, or any component or equipment that is part of the deployment site, i.e. traffic control device, utility pole to which the investigative equipment is located on or affixed to is damaged and it is determined that the damage is the result of negligence of the *Participating Entity*, the cost for the repair to and/or replacement of the components or equipment of the deployment site shall be the responsibility of the *Participating Entity* whose negligence caused the damage.

M. PARTICIPATING ENTITY REPORTING REQUIREMENTS

1. For County-owned investigative equipment, the *Participating Entity* agrees to immediately report directly to the County ALPR Coordinator any damage to or non-functioning/malfunctioning ALPR and/or video surveillance camera, as well as any related non-functional/malfunctional equipment that is located at a deployment site within its jurisdiction.
2. For Municipal-owned investigative equipment, either located on a County-owned or Municipal-owned deployment site, the *Participating Entity* agrees to immediately report any non-functioning or malfunctioning components of an ALPR and/or video surveillance camera directly to the County ALPR Coordinator.
3. The reporting requirements for notifications referenced herein shall be consistent and in accordance with procedures established by the County and as more specifically set forth in the attached form marked as Schedule "B."

N. COOPERATION OF THE PARTIES.

1. In performing any services pursuant to this MOA, the Parties agree and acknowledge they will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this MOA.
2. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact known to the Party taking the action or omitting to take such action to be substantially averse to the other Parties.
3. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient

evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

O. INSURANCE

1. The *Participating Entity* shall provide the MCPO with a Certificate of Insurance for either each individual request, or for an entire calendar year. The Certificate of Insurance must explicitly describe the type of equipment the participating law enforcement agency is seeking to utilize, must maintain coverage for the period of use and until it is returned to the MCPO, must be acceptable to the County and contain coverage limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of use.
2. Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Middlesex, its officers, officials, employees, and volunteers shall be included as an additional insured.
3. Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
4. Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
5. Property Insurance (equipment): Against all risk of loss to real and personal property of County while in User's care, custody, and control.
6. Additional Insurance Provisions:
 - i. Any combination of primary and umbrella/ excess may be used to satisfy the Limits.
 - ii. Notice of Cancellation: Each Insurance Policy required above shall provide that coverage shall not be cancelled, except with notice to the Entity, which in this case is the MCPO.
 - iii. Special Risks: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - iv. The participating law enforcement agency agrees to transport the specialized investigative law enforcement equipment safely and legally to and from the MCPO storage facility.

P. INDEMNIFICATION

1. In addition to the other rights and remedies of the parties herein, the "*Participating Entity*" agrees to indemnify and hold harmless Middlesex County, including its officers, trustees, employees, and agents, from any and all liability and claims, including reasonable counsel fees and court costs, for damages and injury caused by, or resulting from, the acts or omissions of the "*Participating Entity*" arising out of this Agreement or any of the obligations assumed by "*Participating Entity*" hereunder, provided it is

determined by a Court having the appropriate jurisdiction that the *"Participating Entity"* is solely responsible for such liability. In the event that it is determined by a Court that the *"Participating Entity"* is not solely responsible for said liability, then the *"Participating Entity's"* liability shall be limited to that degree of liability determined by said Court to be proportionate liability of *"Participating Entity"*. The *"Participating Entity"*, upon notice from Middlesex County, shall resist and defend, at the expense of the *"Participating Entity"*, such actions or proceeding. In addition, at its option, Middlesex County may engage separate counsel at its own expense to appear on its behalf in such action or proceeding without waiving its rights or the *"Participating Entity's"* obligations under this paragraph.

2. In addition to the other rights and remedies of the parties herein, Middlesex County agrees to indemnify and hold harmless the *"Participating Entity"*, including its officers, trustees, employees and agents, from any and all liability and claims, including reasonable counsel fees and court costs, for damages or injury caused by, or resulting from, the acts and omissions of Middlesex County arising out of this Agreement or any of the obligations assumed by Middlesex County hereunder, provided it is determined by a Court having the appropriate jurisdiction that Middlesex County is solely responsible for such liability. In the event that it is determined by a Court that Middlesex County is not solely responsible for said liability, then Middlesex County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Middlesex County. Middlesex County, upon notice from the *"Participating Entity,"* shall resist and defend, at the expense of Middlesex County, such action or proceeding. In addition, at its option, the *"Participating Entity,"* may engage separate counsel at its own expense to appear on its behalf in such action or proceeding without waiving its rights of Middlesex County's obligations under this paragraph.

Q. SUPERSEDE

1. This MOA supersedes any prior executed MOAs in respect to ALPR's and/or video cameras purchased and owned by the County of Middlesex.
2. It is hereby understood by both parties that continued maintenance of all components of the Project is a critical and necessary function to protect the initial investment of the tax map conversion and to effectively collaborate to the inventory.

R. GENERAL CONDITIONS

1. This Agreement shall take effect upon the adoption of an approving resolution by the *Participating Entity's* Governing Body and approving resolution by the County. Upon proper execution and attestation of this agreement, the proper officials of each of the parties are hereby authorized and directed to make and perform any and all acts necessary to carry out the purposes of this agreement.
2. Amendments. This Agreement may not be amended or modified for any reason without

the express prior written consent of the parties hereto.

3. Termination. Either party may cancel this agreement, with or without cause, by providing 60 days prior written notice to the other party.
4. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
5. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective elected officials, successors and assigns.
6. Further Assurances and Corrective Instruments. Each party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such other instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. Limitation of Liability. The *Participating Entity* agrees that any liability for damages which it has or may have against the County for non-performance or negligent performance of the terms described herein shall be limited to the amount paid by the *Participating Entity* to the County for the year in which the error(s) occur(s). The County shall not otherwise be liable to the *Participating Entity* for damages of any kind, including special, consequential, or punitive damages.
8. Performance. In the event that performance by the County of Middlesex under this agreement is delayed or prevented due to weather conditions, labor disputes affecting the County or any of the County's suppliers of materials or labor, natural acts, acts of war, emergency proclamations, governmental regulations or for any reason whatsoever beyond the County's control, any performance dates by the County will be extended for the period of time equal to the time lost by reason of any of these causes. If any of the foregoing causes make the performance of this agreement by the County impossible in the County's sole judgment, then this agreement may be immediately terminated by the County, whereupon the *Participating Entity* and the County will be released from all obligations under this agreement, subject to an equitable adjustment of costs and fees earned or paid prior to termination.
9. Warranties. The County makes no representation and extends no warranty, of any kind, either express or implied by fact or law, other than those expressly set forth in this Agreement. The work to be performed, in accordance with this Agreement, is not intended to identify and remedy all issues. No representation or statement not expressly contained in the within agreement or incorporated herein by reference shall

be binding on the County as a warranty.

10. Maintenance Fees: The County agrees to be responsible for all costs and expenses for the ongoing maintenance of the equipment that the County purchases on the *Participating Entity's* behalf for the first three (3) years from the date of installation at each location. The *Participating Entity* agrees to be responsible for all costs and expenses for the ongoing maintenance of the equipment that the County purchases on its behalf for years four (4) through five (5) from the date of installation at each location, as specifically set forth in the vendor's maintenance agreement, attached hereto as Schedule "A." The County further reserves the right to introduce new initiatives, various enterprises, tools and applications, which services may be bundled for the benefit of the *Participating Entity*, resulting in significant operational savings. The subscriptions costs and fees associated with these additional services will be mutually agreed upon by the County and the *Participating Entity*, as they deem appropriate in a separate Addendum to be made a part of this MOA.
11. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.
12. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.
13. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
14. Notice. For all issues related to this Agreement, notice or other communications required or permitted to be hereunder shall be in writing, and shall be delivered personally, by telecopy (with hard copy and transmission confirmation sent by a recognized overnight national courier service for next business day delivery), by certified mail, return receipt requested, first class postage prepaid by the Parties, or electronic transmission at the addresses set forth below (or to such other addresses as the Parties may specify by due notice to the other):

As to Participating Entity:
Police Department

Business Administrator

As to County:
Middlesex County Prosecutor
Yolanda Ciccone

Middlesex County Administrator
John A. Pulomena

Middlesex County IT Director
Silvio Castelluccio

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument.

20. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

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IN WITNESS WHEREOF, the parties have caused this MOA to be executed by its proper officers and have their proper corporate seal affixed to the day and year first written above.

MIDDLESEX COUNTY PROSECUTOR

COUNTY OF MIDDLESEX

YOLANDA CICCONE
Middlesex County Prosecutor

RONALD G. RIOS - DIRECTOR
Board of County Commissioners

ATTEST:

Clerk of the Board of County Commissioners

Date

PARTICIPATING ENTITY: _____

JOSEPH A. BARRALL, JR.
Chief/Director of Police (printed name)

Mayor/Governing Body Official (printed name)


Chief/Director of Police (signature)

Mayor/Governing Body Official (signature)

APPROVED AS TO FORM AND LEGALITY

Niki Athanasopoulos, Esq.
First Deputy County Counsel or designee (signature)

(Revised 3.5.24)