MEMORANDUM OF UNDERSTANDING BETWEEN
PASSAIC COUNTY PROSECUTOR'S OFFICE AND THE PARTICIPATING LAW
ENFORCEMENT AGENCIES

This Memorandum of Understanding is between the Passaic County Prosecutor’s Office, and the xxxxxxxxxxx Police Department. The Passaic County Prosecutor’s Office authorized the use of Automated License Plate Reader (ALPR) Equipment and access to the Passaic County Prosecutor’s Office ALPR BOSS Computer Server for use by the xxxxxxxxxxx Police Department.

AGREEMENT

WHEREAS, the Passaic County Prosecutor is the Chief Law Enforcement Officer for the County of Passaic and Chair of the Passaic County Working Group, and as such is charged with inter alia, the responsibility of providing for the safety and welfare of the citizens of Passaic County and does so by ensuring that the law enforcement professionals that serve said citizens are provided with state of the art technology and training in the field of homeland security; and

WHEREAS, the Passaic County Prosecutor’s Office and Passaic County Working Group have purchased an ALPR BOSS Computer Server (hereinafter “ALPR Server”) and ALPR Equipment manufactured by Federal Signal; and

WHEREAS, the computer server 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 law enforcement agencies connected to this ALPR Server desire access and connection to the Passaic County Prosecutor’s Office ALPR Server so that it too may connect to the NJCJIS and NCIS for the purpose of utilizing the ALPR System; and

WHEREAS, ALPR equipment will be used by trained law enforcement officers in a manner consistent with law enforcement’s mission in homeland security, suspect interdiction, stolen property recovery, detection of crime, enforcement of New Jersey State Law and local ordinances, identification of stolen vehicles and license plates, wanted and missing persons, AMBER and SILVER Alert Assistance, crime prevention, and other traffic related matters, thereby providing greater capabilities to prevent, detect, mitigate and deter; 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; and

WHEREAS, law enforcement agencies within the County of Passaic are partners in the collaborative efforts of the Office of the Passaic County Prosecutor and the State of New Jersey
to provide for the safety and welfare of the citizens of Passaic County by participating in the ALPR Program;

NOW, THEREFORE BE IT RESOLVED that the parties to this Memorandum of Understanding agree to implement the ALPR Program for the deployment as follows:

EQUIPMENT AND TRAINING

RESPONSIBILITIES

1. It is understood that the xxxxxxxxxx Police Department will be responsible for maintaining the equipment in proper working order in accordance with the manufacturer’s recommendations, as well as all related costs if applicable.

2. The xxxxxxxxxx Police Department will be responsible for providing storage for the equipment in a safe and secure location, as well as all related costs.

3. The xxxxxxxxxx Police Department agrees that persons assigned to operate the equipment will have fulfilled proper training requirements.

4. The xxxxxxxxxx Police Department shall not lease or transfer title of the equipment allocated by the Passaic County Prosecutor's Office to any other entity, public or private, without the express written permission of the Passaic County Prosecutor's Office.

5. At the request of the Passaic County Prosecutor’s Office the equipment will be available to assist during callout or deployment.

6. At the request of the Passaic County Prosecutor’s Office the equipment will be available for inspection if required for audit purposes by County, State, or Federal Officials.

7. The equipment should only be used for authorized purposes and in the course of official duties. This system and equipment should not at anytime be used for personal use.

8. The xxxxxxxxxx Police Department will have a standard operating procedure in place or equivalent policy governing the use of said equipment and training requirements abiding by the New Jersey Attorney General's Directive 2010-5.

9. Any equipment allocated by the Passaic County Prosecutor's Office or the Passaic County Working Group will be made available for use in the event of a [insert redacted information] or other homeland security initiative or incident as determined by the County Counter-Terrorism Coordinator, Rapid Deployment Team Commander, or County Working Group.
AUTHORIZED USE OF EQUIPMENT

It is further understood that the Equipment must be used pursuant to New Jersey Attorney General Directive 2010-5 and Prosecutor's Office directives. Any violation of this agreement or use may result in the transfer or revocation of use of said equipment.

REDEPLOYMENT

The parties agree that the equipment may be redeployed to another area within Passaic County for equipment purchased by the Passaic County Prosecutor's Office or allocated by the Passaic County Working Group if a violation of this Memorandum of Understanding should occur.

TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will have an initial term of ten (10) years from the date of this agreement. However, this Memorandum of Understanding may be terminated earlier by written agreement of the Passaic County Prosecutor's Office or the xxxxxxxxxx Police Department.

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Camelia M. Valdes
Passaic County Prosecutor

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Name
xxxxxxx Police Chief