

**TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ**

**CONSENT AGENDA RESOLUTION #17-129**

**“RESOLUTION APPROVING CONTRACT WITH  
BUSINESS WATCH INTERNATIONAL, INC.  
FOR A PERIOD OF TWO (2) YEARS”**

**WHEREAS**, the Township of Jefferson has enacted an Ordinance known as Ordinance No. 17-15, which established Chapter 390 of the Jefferson Township Municipal Code entitled “Secondhand Dealers”; and

**WHEREAS**, wherein secondhand dealers which are subject to the provisions of the Ordinance are required to enter materials purchased into a database; and

**WHEREAS**, Business Watch International, Inc. (“BWI”) provides software for the implementation of said program, as well as cataloging information and providing same to the Jefferson Township Police Department; and


**WHEREAS**, the Jefferson Township Police Department is desirous of entering into a contract with BWI to provide the necessary services to implement the provisions of the Ordinance; and

**WHEREAS**, the term of the contract shall be two (2) years from June 1, 2017 to May 31, 2019 and may be extended upon mutually agreed upon conditions at the end of the first two (2) years; and

**WHEREAS**, a proposed form of Memorandum of Agreement has been submitted by BWI, which has been reviewed and approved by the Township Attorney.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey, that Jefferson Township Police Department, and in particular Detective Sergeant Sean Krater, are authorized to enter into the agreement with BWI in the form attached hereto.

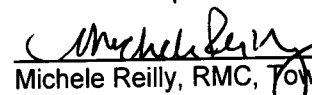
**ATTEST:**

  
MICHELE REILLY, TOWNSHIP CLERK  
Dated: June 14, 2017

**COUNCIL OF THE TOWNSHIP OF JEFFERSON:**

  
DEBI MERZ, COUNCIL PRESIDENT

**CERTIFICATION:** I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township Council at a meeting held on June 14, 2017.

  
Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham		x	X			
Finnegan			X			
Smith			X			
Dunham	X		X			
Merz			X			

# MEMORANDUM OF AGREEMENT

BETWEEN THE

*Jefferson Township Police Department*

("JTPD")

-and-

**Business Watch International (U.S.) Inc.**

("BWI")

**Whereas** the Jurisdiction Department ("JTPD") is responsible for the provision of law enforcement services in City, New Jersey; and

**Whereas** as part of the provision of such law enforcement services, the JTPD receives, reviews, and maintains a record of reports received from pawnbrokers, secondhand metal recyclers, and secondhand stores in City, New Jersey

**Whereas** BWI has developed an Internet based Service, called the BWI Regional Automated Property Information Database (RAPID) system, (the "Service") that enables the electronic transmission, between the Companies, and the Jurisdiction Department, of information regarding the purchase or pawn from the public of second hand goods; and

**Whereas** the JTPD desires to contract with BWI to provide its service to receive the transaction reports detailing the purchase or pawn of second hand goods from the public by the Companies, and to provide an investigative interface for the monitoring of the transaction data.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Term/Termination**

The term of the Agreement shall be two (2) years from June 1<sup>st</sup>, 2017 to May 31<sup>st</sup>, 2019 (the "Term"), the date of signatures of the parties notwithstanding; unless terminated earlier as set forth herein. This term may be extended upon mutually agreed upon conditions at the end of the first two (2) years.

This Agreement may be cancelled by the JTPD, with or without cause, by giving BWI sixty (60) days' notice, in writing, of its intent to cancel the Agreement.

**2. Annual Licensing Fee**

The JTPD acknowledges that the licensing fees shall be charged to the City Companies for the Service provided by BWI, and;

The JTPD acknowledges that BWI will collect the annual licensing fee as described in Schedule A to this Agreement.

After initial setup additional pawn dealers may be added, as required, at the rates describe in Schedule A.

Companies may also be deactivated at any time at the discretion of the JTPD or lack of payment from the said Companies.

All invoices are due and payable within 30 days of invoice.

**3. Failure to Make Payment**

In the case of JTPD's Companies failure to make payment, as outlined in paragraph 2, for a period of 60 days, JTPD acknowledges that BWI may disable their access to the Service. BWI shall provide notice to JTPD of the termination of any Company pursuant to the terms of this paragraph and the reason for termination.

**4. Legal Compliance of Electronic Recording of Data**

BWI represents and warrants that the Service will contain the information and data as required by the Statutes and all other current and future federal, state or local laws. BWI will add any additional information and data as may be requested by the JTPD, if reasonably feasible.

## **5. Bankruptcy or Insolvency**

If BWI becomes insolvent or bankrupt or otherwise unable to carry on business and the service is no longer available through a related or successor company to BWI, which shall be agreeable to the JTPD, this Agreement shall be terminated.

## **6. Transfer of Data Upon Termination**

In the event of termination of this Agreement under Section 1 or 5 of this Agreement, BWI shall provide the user data entered in the service during the term of this Agreement to the JTPD and the Companies in an industry standard format residing on computer media (XML or CSV file format).

## **7. Reporting to the Service by the Companies**

- a. The parties agree that after a Company has been selected for participation in the program by the JTPD, use of the Service by the Companies will be mandatory.
- b. BWI will provide each Company with remote training and support, and site access in accordance with the terms of this Agreement, at no cost to the Company.

## **8. Provision of Set-Up and Training**

- a. The JTPD will provide BWI with a list of Companies which are required to electronically report transactions to the JTPD and their respective locations and hours of operation.
- b. BWI will contact each Company and offer assistance to ensure the Company is in compliance with the reporting requirements.
- c. BWI will provide remote training in the use of the Service to person(s) identified by the JTPD and will provide such training at no cost via web conferences.

## **9. Read-only Access**

Additional agencies will be provided read-only access at no cost. (Unless this agency uses another reporting system.)

## **10. Provision of Support**

BWI will provide the JTPD and the Companies with a Monday-Friday; 8:00 am to 5:00 pm (Central Standard Time) help line number for any and all types of difficulties with the Service. A complete on-line help feature will also be made available to the JTPD and the Companies. The JTPD will be provided with an emergency contact number for 24/7/365 help desk support on system performance matters but not including system access related issues such as password administration.

## **11. Retention of Transaction Record by the Company**

- a. BWI shall advise the JTPD and all Companies in the event the service is rendered temporarily or permanently inoperable. The JTPD shall inform the Companies of the appropriate procedures in order to maintain compliance in this event.
- b. Where feasible, BWI shall seek the JTPD's prior written approval of the written notice it will be providing to the Companies pursuant to this section.
- c. In the event the service is rendered temporarily or permanently inoperable, or BWI experiences any form of Service failure, BWI will so advise the JTPD and all Companies.

## **13. Ownership and Limited Use of Information Gathered**

The transaction data gathered by BWI will be the sole property of the JTPD. BWI shall provide the data to the JTPD as requested. BWI has the right to access and utilize the data for the following purposes:

- a. Support and Maintenance of the Service
- b. Training of accredited law enforcement personnel and authorized civilian employees
- c. Demonstrating the system to accredited law enforcement personnel
- d. Integrating or querying by other law enforcement databases strictly accessed by accredited police agencies as approved by the JTPD.

## **14. Confidentiality Clause**

Secondhand Dealer, secondhand metal recycler, and pawnbroker transaction records are confidential per the Statutes. BWI agrees to maintain the confidentiality of all information received from the JTPD and the Companies. Furthermore, BWI will not give, sell, transfer or communicate the said information to any person or company without express written consent of the JTPD. In the event that BWI receives a subpoena, a Court Order, or other legal service to compel the production of said information, then BWI shall give written notice of such demand to JTPD at least ten (10) days before producing any information, in order to give JTPD an opportunity to review and, if necessary, to contest such production.

## **15. Security Considerations**

BWI's software uses 256-bit encryption for data transfer. Individuals employed by BWI and all other individuals that are not police officers, but who have a legitimate need to access the service for technical purposes, will meet with the standards of existing security protocols. BWI will advise the JTPD of any breach of such security protocols.

At the request of the JTPD, BWI will track the use of the service and supply such reports regarding such use.

## **16. Liabilities and Indemnities**

- a. BWI warrants and represents that provision of the service, and any software or hardware supplied by BWI as part of such provision, will not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trade mark, trade secret or any other right of any third party.
- b. BWI shall indemnify and save harmless the JTPD and all their respective officers, employees, agents and representatives from and against all loss, damages, costs, expenses and liability, including reasonable legal fees and costs, arising from the negligence or willful misconduct of BWI or any of its agents, suppliers or subcontractors arising from the service.
- c. Without limiting the generality of subsection (b), BWI will indemnify the JTPD from and against all claims, liability and expenses, including reasonable legal fees and costs, arising out of any third party claim for infringement or violation of that third party's intellectual property or proprietary rights as a result of the use of the service in accordance with this agreement.
- d. BWI will maintain in force, at its own expense, general liability insurance coverage of \$1.0 million to address its liability and indemnification obligations under this agreement and shall provide copies of said insurance to the JTPD.

- e. BWI hereby releases the JTPD from all claims respecting any loss, damage or injury any or all of them may suffer with respect to any matter arising from this Agreement, except when due to the negligence or willful misconduct of the JTPD, or its employees.

## **17. Notices**

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal service or by registered mail, postage prepaid, to the parties as follows:

If to the JTPD:

Detective Sergeant Sean Krater  
Jefferson Township Police Department  
1033 Weldon Road  
Oak Ridge, New Jersey 07438  
973-697-1300

If to BWI:

Mr. Michael Jacobs  
Business Watch International (U.S.) Inc.  
7351 Wiles Rd  
Suite 102  
Coral Springs, Florida 33067  
877-404-3368

## **18. Miscellaneous**

- a. Except as otherwise provided in this Agreement, no party may amend this Agreement, other than by an instrument in writing. The instrument must be executed by the authorized representatives of both parties.
- b. The Parties recognize that a substantial inducement to JTPD for entering into this Agreement is the professional reputation, experience and competence of BWI. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assigned, transferred or encumbered in any way without the prior written consent of JTPD. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to JTPD. If JTPD approves an assignment or transfer, this Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the permitted successors and assigns of BWI.
- c. The laws of the State of New Jersey shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the State of New Jersey.
- d. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. BWI shall, at JTPD's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

**Jurisdiction Department**

\_\_\_\_\_

Date \_\_\_\_\_

**Business Watch International (U.S.) Inc**

\_\_\_\_\_

Date \_\_\_\_\_



## **1) RAPID Annual License Fee**

- \$250 per store, per year, for all pawn shops, secondhand dealer, and scrap metal recyclers

There is no per transaction cost nor are there hardware, connectivity, or infrastructure cost to JTPD.

- BWI will directly bill JTPD on the first year, second year the stores will be billed directly
- BWI will do all collections with outstanding stores. If a store refuses to pay, the JTPD will be notified and the store will be given 14 days to make payment or lose service. BWI shall provide notice to JTPD of the termination of any Company pursuant to the terms of this paragraph and the reason for termination.

### **Included in price:**

- Dealer Data Entry and upload utility for existing store programs
- Store set up and training
- Full use of the RAPID system and all of its components
- Upgrades that have been developed for other jurisdictions
- NCIC cross-referencing with BWI Smart Match
- Unlimited saved searches
- Unlimited Law Enforcement user licenses
- Monday to Friday 8 A.M.-5 P.M. C.S.T. helpdesk
- Emergency 24 hour helpdesk

### **Supplemental Information:**

- The stores will require a computer, high speed Internet connection and IE 8, 10, and 11.
- A basic web camera and fingerprint scanner will be needed if photographs and fingerprints are included in your ordinance or per State statute. A web cam should cost between \$30 and \$50. A fingerprint scanner can be ordered through a third party vendor through BWI for a price of \$80.