

BERNARDSVILLE POLICE DEPARTMENT



Telephone
(908) 766-0037

John Remian
Chief of Police

October 6, 2023

Paul Menendez

Please see our response to your OPRA request dated September 27, 2023 below;

Any current policies or documented procedures relating to telecommunications, two-way radio usage, or dispatch procedures.

Provided...

- SOP CIII, S.19 Police Communications Center Operations Procedures
- GO 2019-16 EMS Dispatch Procedures
- GO 2020-11 Radio Call Signs

Any current memorandums of understanding or liaison agreements with neighboring police departments, Somerset, or Morris county relating to telecommunications, telecommunications interoperability, and dispatch procedures.

Provided...

- Somerset County Mutual Police Aid – Inter Local Services Agreement

Please let me know if you have any questions or require further assistance.

Sincerely,

A handwritten signature in dark ink that reads "Kristine McNamara". The signature is fluid and cursive, with the first name "Kristine" and last name "McNamara" clearly distinguishable.

Kristine McNamara

Records Manager/Admin. Assistant to the Chief of Police



Bernardsville Police Department

VOLUME: STANDARD OPERATIONS PROCEDURES	EFFECTIVE DATE: March 8, 2017	REVISION DATE	PAGE #	SECTION	APPROVED	VOLUME SOP
STANDARD(S):	# PAGES 7					CHAPTER III
SUBJECT: Police Communications Center Operations Procedures	REFERENCES: BPD SOP Chap 1 Sec 1 Sub 2 Organization/ Duties and Responsibilities, Position Descriptions					SECTION 19
ISSUING AUTHORITY/CHIEF OF POLICE 						SUB. SECTION
ATTORNEY GENERAL, PROSECUTORS OFFICE REFERENCE:						
APPENDIXES ATTACHED:						
APPLICABILITY: All Personnel						

I. Purpose

To establish the Police Communication Dispatcher function of the Bernardsville Police Department for routine and emergency situations.

II. Policy

It is the policy of the Bernardsville Police Department to provide police dispatching services twenty four (24) hours per day, seven (7) days per week. The Police Communications Dispatcher shall be responsible for the daily, proper and efficient operation of the Bernardsville Police Department Communications Center.

III. Procedure

A. Organization

1. The Bernardsville Police Department operates a Communications Center twenty-four (24) hours per day, seven (7) days a week manned by civilian personnel (dispatchers) or,
2. A police officer assigned when there is no civilian dispatcher working or available to work.
3. The Communications Center operates under the supervision of the Operations Division Lieutenant. The Shift Supervisor will supervise each shift.

B. Security Measures for the Communications Center

1. In order to ensure the physical protection and security of the communications function, and related equipment and personnel, the Communications Center is located in a secure facility with limited and controlled access.
2. Access to the Communications Center is restricted to department personnel only. Approved visitors must be escorted by authorized personnel.
 - a. When non Departmental visitors are escorted in the Communications Center, the dispatcher on duty will take action to secure confidential information such as access to and observation of sensitive information that might be visible on documents and computer screens.
3. The exterior entrance to Police HQ will remain open and accessible by the public 24/7. The Interior Hallway Door will remain open during regular business hours to allow access to the Borough Offices. The Interior Hallway Door will remain closed and secure after regular business hours.

C. Communication Center Services Provided

1. 24/7 Emergency Walk in Reception and Assistance
 - a. Communication Center personnel provide immediate assistance to people who walk into Police Headquarters for police service 24 hours a day. For both immediate urgent needs such as an emergency or general business, the dispatcher facilitates immediate contact with a representative of the Police Department.
2. 911 Emergency Call Taking, Dispatch and Communications Services
 - a. The Bernardsville Police Department does not currently operate a 911 call center. Emergency 911 calls are first routed to the nearest 911 call center. Initial information is recorded at that time.
 - b. Fire and EMS calls are dispatched by Somerset County Communications directly to Bernardsville Fire and EMS. Their name, telephone number, and address are recorded by the Somerset County Communications Dispatcher. The Somerset County Communications dispatcher will then notify the BPD Police Dispatcher via telephone or radio who will dispatch Police to the scene. In the event of a medical emergency, the Somerset County Communications Staff will provide the required pre arrival instructions to the caller until emergency units are on the scene.
 - c. 911 Police calls for service are immediately routed to the Bernardsville Police Dispatcher for information collection and dispatch via a dedicated phone line. The police dispatcher takes over the call and handles subsequent dispatch and communications functions, as well as local documentation of the response.

- d. Police dispatchers are responsible to monitor all Police, Fire and EMS communications and assist with facilitating a coordinated response to the call for service.
3. Police Emergency and Non-Emergency Call-Taking
 - a. The Police Department maintains a phone line for non 911 emergency calls, routine requests and information. The Dispatcher will route internal calls to the appropriate staff as needed. It is not uncommon to receive emergency calls on a non-emergency phone line. Our dispatchers have the capability to immediately dispatch police and to notify Somerset County Communications when Fire and EMS services are needed for dispatch.
4. Computer-Aided Dispatching (CAD)
 - a. Computer technology is used extensively in the communications center. A Computer Aided Dispatch (CAD) system provided by Enforsys is used to record requests for services and the response of police units. The program also provides address and cross street information and can be used to flag special information at any address, such as special hazards, individuals needing special care (like a person on a heart monitor) and special directions to a location.
5. Recording Systems
 - a. Emergency and non-emergency telephones and all primary dispatch radio channels are recorded. Recordings are kept in accordance with Department procedures. Call-takers are also able to immediately play back any telephone conversations or radio conversations they have had to clarify information provided by a caller. This information is available for 12 hours after the initial call.
6. Security Camera and Alarm Monitoring
 - a. The communications center staff provides alarm monitoring and security camera surveillance for several locations throughout the Borough. Alarms at the Municipal complex are monitored as well as security cameras at Borough Hall, three public schools and the RR Station. Police Dispatchers receive calls from alarm monitoring companies that report alarm activations on private systems.

D. Police Communications Dispatcher Duties and Responsibilities

The following duties and responsibilities shall be performed by the dispatcher or officer assigned to work the communications desk.

1. Provides primary point of contact, telephone answering and reception services for the Police Department.
2. Greets walk-in complaints and fields general questions for assistance.
3. Relay information from the public to the respective areas of the Police Department and dispatches police officers to calls for service.

4. Receives and transmits radio communications to police officers and patrol cars for appropriate action.
5. Monitors radio communications for the Department of Public Works and provides communications link with DPW for Police Department.
6. Performs routine office and clerical duties for the Police Department as needed.
7. Coordinates and maintains information regarding reports of stray, runaway or lost domestic animals as well as reports of recovered animals. Attempts to match reports and notify owners and involved parties.
8. Receives and transmits radio communications to Office of Emergency Management and other borough agencies as needed.
9. As instructed coordinates the dispatching of units involving other governmental agencies.
10. Responsible to make notifications to other agencies as requested or required.
11. Receive and respond to all 911 phone calls turned over or transferred from the County. This also includes obtaining, verifying and recording the location of the emergency, the name of the caller, the nature, severity and current status of the emergency; obtains any other appropriate information needed to secure a full assessment of the circumstances.
12. Maintains and facilitates communications with responding units by receiving and relaying information, including confidential information to authorized personnel.
13. Maintains a constant update on the status of emergency units in the field and of on-call personnel.
14. Maintains a reassuring and calming manner with callers in order to obtain required information and encourages emergency callers to stay on the line until police arrival and provides non-emergency callers with precautionary instructions and advice to help assure personal safety.
15. Monitor surrounding town's radio communications along with county communications.
16. Data entry into CAD and Police Records Management System.
17. Record via computer on the appropriate CAD Records dispositions of daily activities of police.
18. Makes all NCIC entries. Maintains and cancels via NCIC/SCIC computer, all stolen vehicles, missing persons, stolen property and wanted person's files.
19. Makes inquires of records in the State of New Jersey Administrative Office of the Court Traffic System, Criminal Complaints System, Promis Gavel System, and the County Corrections Inmate Processing System.
20. Formulates and sends all Teletype messages via NCIC/SCIC.

21. Monitors NCIC messages continuously as required.
22. Monitors all Info-Cop transmissions when Info-Cop is available at the Communications Desk.
23. Provides police personnel with motor vehicle, criminal history and arrest warrant information as needed.
24. Processes requests for driver history abstract requests to the State for prosecutorial purposes.
25. General daily maintenance of computer files, emergency numbers, contact lists and Daily Orders Entries.
26. Monitors all security cameras.
27. Monitors arrest processing via security camera to ensure officer safety and witness arrestees actions and demeanor. Calls for assistance as may be needed. Assists officers in monitoring and providing cellblock security as per DOJ guidelines.
28. Monitors all in house alarms and security camera system.
29. Records and monitors vacant house information and property check requests.
30. Assists in facilitating tow logs and the dispatch of tow companies.
31. Maintains business files/registry updates.
32. Maintains security and integrity of police headquarters when no officer is present.
33. Maintain general cleanliness of HQ dispatch area.
34. Maintains the operational effectiveness of all equipment in the Com Center and advises the appropriate personnel if repairs or service are needed.
35. Monitors and operates the TRAK System. Assists officers with Amber alerts and poster dissemination and creation for wanted or missing persons as needed.
36. Records and forwards all information pertaining to traffic lights, roadways, road signs, dead or injured animals to public works, including county and state road departments.
37. Determines and dispatches the appropriate agency for specific duties not in the realm of police, fire or ems.
38. Assists in training of new employees for the job of police dispatcher.
39. As required, prepares reports and statistical data.
40. Responsible for any other activity directed by the shift supervisor and perform miscellaneous duties as assigned by members of the Police Department.
41. Responsible for completed all assigned training sessions as outlined by state law, Attorney

Generals Guidelines and Department Orders.

42. Assists Records Division with entry of summonses into computer records system from Police Officers.
43. Maintains knowledge of and skills in operation of radio and telephone equipment.
44. Maintains operational knowledge and proficiency required to operate various police information systems, computer data bases, recording equipment, radio equipment, 911 System, and Trak System.
45. Operates the Police Records Management System and Computer Aided Dispatch System.
46. Distribute reports, application forms and general information to the public.
47. Collect fees for all reports and permits distributed.
48. Maintains control all keys for the building during their assigned shift.

E. Obtaining and Recording Information for Calls for Service

1. Calls for service can be generated a number of different ways: telephone calls from citizens, 911 calls, walk- ins to the Police Department, written requests for service, emails, written communication, and calls initiated or received by officers.
2. Upon receiving a call for service, the Police Communications Dispatcher will attempt to gather as much relevant information as possible to assist responding units in locating the call, anticipating conditions to be encountered at the scene, and enhance officer safety.
3. As the information is being obtained, it will be entered into the Computer Aided Dispatch (CAD) system. CAD automatically assigns an incident number to all entries and captures the date and time the call for service is entered.
4. The Police Communications Dispatcher will also obtain/record, to the extent possible, all other information required by CAD, to include:
 - a. name, address, and telephone number of the complainant;
 - b. type of incident reported;
 - c. location of incident reported.
5. When the call is ready to be dispatched, the Police Communications Dispatcher will obtain/record all information required by CAD (which automatically records the time these transactions occur) to include:
 - a. identification of officers assigned as primary or back-up units; time call is assigned for handling;
 - b. Initial CAD narrative which should be brief, accurate, and informative. **Do not include any names, residential house numbers or phone numbers in the initial narrative.**

F. Radio Communications

1. A copy of applicable Federal Communications Commission (FCC) procedures and requirements are maintained in the Communications Center. All radio communications conducted by the Police Department will be in accordance with FCC.
2. All radio transmissions are to be kept as professional, concise, and complete as possible.
3. When transmitting on Police Department frequencies, with Police Department personnel, plain language and the phonetic alphabet will be used.
4. At no time will members of the Police Department misuse or disrupt the radio system by transmitting unauthorized messages.
5. All official communication will be transmitted only on the authorized department radio channels.
6. On duty officers, depending on assignment, have access to mobile and/or portable radio equipment. They are responsible for maintaining contact with the Communications Center during their tour of duty.
7. Officers will advise the Communications Center via radio in the following situations, and the Police Communications Dispatcher shall make a corresponding entry in the officers' unit and CAD record:
 - a. when acknowledging a call;
 - b. upon arrival at the scene of an incident;
 - c. when returning to service;
 - d. to report incidents or conditions;
 - e. when making vehicle, pedestrian, or suspect stops;
 - f. when assisting motorists;
 - g. of their status if on a call for an extended period of time;
 - h. as needed, for the safe and efficient operation of the shift;
 - i. when performing part-time work authorized by the police department
8. Whenever a unit is dispatched on a call, the exact location, nature of the call, and any other pertinent information will be transmitted to the responding officer, who will acknowledge receipt of the call, advise when they are in route.

F. Training

1. All persons being considered for the position as either a full-time or part-time Police Communications Dispatcher shall satisfactorily compete a period of training under the supervision of an experienced Police Communications Dispatcher as assigned by the Operations Lieutenant.
2. The Police Communications Dispatcher shall also familiarize and maintain a continuous knowledge of directives, policies, procedures and equipment pertaining to the Communications function in accordance with Department procedures. .



Bernardsville Police Department Directive/Memorandum

To:	All Personnel	General Order: 2019- 16
Subject:	EMS Dispatch Procedures	Special Order:
Date:	08 06 2019	Personnel Order:
Issued By:	Kevin J. Valentine, Chief of Police <i>Kevin J. Valentine</i>	Training Order:
Effective Date:	August 12, 2019	Department Memorandum:
Distribution:	Post PD _____ Internal Mail XXXX Email _____ U.S. Mail _____ Cc:	Inter-Office Memorandum:

Effective **August 12, 2019** Atlantic Health will be providing mutual aid assistance on an as needed basis to the Bernardsville Fire Department First Aid Squad. **The hours of operation for this EMS plan are M – F / 0600 – 1800.**

Bernardsville Police Dispatchers and officers assigned to work the communications desk will take on an increased role in EMS communications to provide services that that SCR does not provide. Please note the following procedures and familiarize yourself with them as they take effect for a trial basis effective on: **Monday August 12, 2019.**

- 1. 911 EMS CALLS FOR SERVICE** – will continue to be dispatched using existing procedures by SCR with no changes at this time. **(THERE WILL BE NO CHANGES IN ALS DISPATCH PROCEDURES)**
- When the BPD receives notice of an EMS call from SCR the police dispatcher will notify Atlantic Ambulance Services to respond by calling a dedicated **EMERGENCY ONLY** seven digit phone number **(973-422-4605)**. Atlantic will be advised of the nature of the call, the location of the call and any other pertinent information.
- The Atlantic dispatcher will advise PD of the unit dispatched along with the dispatch time. Atlantic will also advise the Police Dispatcher of the estimated ETA to the scene. This information will be transmitted to responding PD Units and BFAS upon signing in by Police Dispatch.
 - FYI Atlantic Ambulance has been provided with a seven digit number direct to a phone in the Police Communications Center – (Dispatchers should give priority to incoming phone calls on this line when an EMS response is ongoing to facilitate communications with Atlantic Ambulance)



Bernardsville Police Department Directive/Memorandum

4. Upon dispatch an Atlantic BLS Unit will initiate a soft response towards the location of the call. They will continue to the call until canceled or requested to initiate emergency response to the call by the BPD dispatcher or the BFAS. BPD Dispatchers need to monitor BFAS radio transmissions closely to be kept appraised of the response status.
5. BPD Dispatchers and BFAS First Responders will utilize "I Am Responding" to be kept appraised of BFD FAS availability. Once a BFAS crew is assembled and confirmed with the BFAS responding Unit via radio, Atlantic Ambulance will be canceled by the PD dispatcher using the seven digit number previously provided.
6. In the event Atlantic Ambulance **responds and ultimately assumes patient care for the assigned call**, BPD Dispatchers will notify SCR via (Public Safety Radio) and advise that *"patient care has been transferred to Atlantic and ask them to please close out the close out the Station 22 EMS CAD."*
7. In the event additional EMS Units are needed to assist on the call, the Somerset county Tier EMS Plan remains in effect.
8. Police units will be dispatched and respond to the scene utilizing current procedures. The need for Police EMT's will continue to be assessed on a case by case basis. When current staffing permits Police EMT's are permitted to assist BFAS with staffing the ambulance and transport to the hospital if needed. Additionally, available Police Officers may assist the BFAS in driving the ambulance if requested and police staffing levels permit.
9. Please note the **NON EMERGENCY** (administrative) contact number to be used for Atlantic Ambulance is 866-252-7980.

10. Radio Communications Procedures:

Atlantic Ambulance will be utilizing radio communications when needed on the following frequencies:

BTPD REPEATER INPUT – 154.415

BTPD REPEATER OUTPUT – 150.805 PL 203.5



Bernardsville Police Department Directive/Memorandum

Bernardsville Police Communications has the ability to broadcast on this frequency from the communications desk utilizing. This frequency is utilized by Basking Ridge and Liberty Corner First Aid Squads, so please limit transmissions on this frequency and clearly identify yourself when transmitting. (*ie. Bernardsville Police HQ., Bernardsville Police Unit 310 etc.*)

Sgt. Brian Kelly and the Fire Chief will be monitoring the use of this communications frequency.

11. Mutual Aid Procedures:

SCR will continue to answer 911 and dispatch EMS calls according to current procedures.

- In instances where there is a second separate request for BFAS EMS services, and they are on a call or unavailable,
 - **the BPD Dispatcher will immediately notify Atlantic Ambulance to respond.**
- In instances where there is a second separate request for BFAS EMS services and Atlantic Ambulance has currently assumed the assigned call due to the unavailability of the BFAS,
 - **the police dispatcher will notify SCR that the Bernardsville First Aid Squad is unavailable and will request mutual aid be dispatched according to existing mutual aid procedures.**

12. Sgt. Brian Kelly will be visiting all dispatchers and officers that work the desk to ensure their understanding of these procedures and answer any questions.



Bernardsville Police Department Directive/Memorandum

To: All Personnel	General Order: 2020 - 11
Subject: Radio Call Signs	Special Order:
Date: 12 29 2020	Personnel Order:
Issued By: Kevin J. Valentine, Chief of Police	Training Order:
Effective Date: 01 01 2021	Patrol Alert:
Distribution: DMS ☐ XXX Email ☐ U.S. Mail ☐ Posted ☐ Other ☐ cc:	Department Memorandum:
	BPD Internal Memo:
	CONFIDENTIAL MEMO:

Effective 01 01 2021 the Police Department will be changing our Radio Call signs for officers when they are working.

As you know, currently when an officer signs on to work any type of shift (regular patrol, private OT, etc.) they use the call sign of the vehicle they were operating with a 300 prefix. Their operator ID number is logged in the CAD along with their call sign (car number) for that particular shift or detail.

The new procedure will utilize the call sign system that Somerset County Radio uses for officer call signs. Every Police Department in the County is assigned a number which in our case is 3 (1803). The call signs are then assigned according to various positions as follows:

Chief 01 / Captains and Lts. 02, - 09 / Sergeants (including Detective Sgts) 10-19, Detectives, 20-29, Officers 30-.

Switching to this new system will put us in line with the numbering system being used across the County. This will help members of other agencies to better identify who they are communicating with. When officers use the new call signs on County talk groups, everyone will know instantly who they are talking to (i.e. the Chief, command staff, Sergeants or officers). Currently there is no way to determine who is a supervisor or detective etc. with using the car number as a call sign.

Additionally, every officer would have the same call sign every time they are working. It would not matter what car they were assigned to that day. The car assignment for radio purposes really makes no difference. The Communications Dispatcher will continue to record what car the officer was in for records purposes.

When an officer changes assignments (patrol to detective bureau) or gets promoted, they would switch call signs. This would be the only time an officer would change their designation, not every day.

The new call signs to be used are attached as part of this order. In order for you to see the new radio identifiers in the CAD, each officer/user will have to reset their CAD Layout. This is done in two easy steps:

- First Click the "CAD" tab at the top of the Enforsys screen
- Second Click the "Reset CAD Layout Data" button

If you have any questions regarding this process, or need assistance, contact Ptl. Richard or Sgt. Kelly for assistance.

ATTACHMENT – 1

SC Mutual Police Aid - Inter Local Services Agreement
Somerset County Prosecutors office has the signature pages and resolutions / ordinances
passed by each agency

MUTUAL POLICE AID AGREEMENT

This MUTUAL AID AGREEMENT (hereinafter referred to as the "Agreement") is made this 17th day of February, 2015 by and between the Township of Bedminster, Township of Bernards, Borough of Bernardsville, Borough of Bound Brook, Township of Bridgewater, Township of Branchburg, Borough of Far Hills, Township of Franklin, Township of Green Brook, Township of Hillsborough, Borough of Manville, Borough of Millstone, Township of Montgomery, Borough of North Plainfield, Borough of Peapack-Gladstone, Borough of Raritan, Borough of Rocky Hill, Borough of Somerville, Borough of South Bound Brook, Township of Warren, Borough of Watchung, Somerset County Prosecutor's Office and the Somerset County Sheriff's Department (hereinafter referred to as "Participating Local Unit", as hereinafter defined).

WITNESSETH

WHEREAS, Agreements for shared service, N.J.S.A. 40A:65-4 et. seq., authorizes any Local Unit of the State to enter into a contract with any other Local Unit or units within the State for the joint provision within their territorial jurisdictions of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, Municipalities of the State of New Jersey are authorized under N.J.S.A. 40A:14-156 et. seq., in the event of an emergency, to provide Police assistance outside their territorial jurisdictions in order to protect life and property or to assist in suppressing a riot or disorder; and

WHEREAS, N.J.S.A. 40A:14-156.1 provides that such municipalities may enter into an agreement for reciprocal ordinances relating to shared police services in the case of emergencies, and such Agreement(s) may cover reimbursement such as for officers and personnel, equipment, land, and the like, and other such provisions as allowed by statute; and

WHEREAS, Officers have the general authority to answer a call or assist in a contiguous municipality pursuant to neighboring municipalities' practice of covering for each other when necessary to perform police duties, and no ordinance or formal mutual aid policy agreement is necessary to implement mutual aid in such contiguous communities (see cases such as State v. Montalvo, 280 N.J. Super. 377 (App. Div. 1995);

WHEREAS, instances shall occur where assistance will be necessary from non-contiguous municipalities, and the purpose of this formal mutual aid agreement is to address the guidelines for such instances.

WHEREAS, while it is acknowledged that Borough of Millstone and Borough of Rocky Hill do not have police departments and rely upon the New Jersey State Police for primary law enforcement service and response, both Local Units do request mutual police aid from police departments of neighboring Local Units; and

WHEREAS, the Participating Local Units have determined that it is in their best interest and benefit that each agree to render mutual police aid to any Requesting Local Unit pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. As used in this agreement, the following words shall have the following meanings:

- A. "Chief of Police" shall mean the Chief of Police, Director of Police, the County Prosecutor and the County Sheriff or that person's designee. As Millstone Borough and Rocky Hill Borough do not have police departments (and, therefore, no Chiefs of Police), provisions are addressed herein which designate and authorize personnel from the New Jersey State Police to request Mutual Police Aid on behalf of said Local Units.
- B. "Local Unit" means a Municipality, County, or a regional authority or district other than an interstate authority or district. N.J.S.A. 40:65-3
- C. "Mutual Police Aid" shall mean any situation or combination of situations which, in the opinion of the Chief of Police of a Requesting Local Unit, requires the assistance of Police from one (1) or more Participating Local Unit(s). This Agreement shall apply to any type of Police or Law Enforcement assistance or service that is requested by the Chief of Police in one or more Local Unit(s) and accepted by the Chief of Police in a Participating Local Unit or Units. (N.J.S.A. 40A:65-7(1)). The members of each police department supplying aid shall have the same powers, authority, rights and immunities of the members of the Police Department of the Requesting Local Unit while providing assistance to the Requesting Local Unit
- D. "Participating Local Unit" shall mean any Local Unit which has, by ordinance or resolution, entered into this Interlocal Services Agreement for Mutual Police Aid.
- E. "Police Powers" shall mean that each Police Officer shall have all of the powers of peace officers as permitted by N.J.S.A. 40A:14.152, while assisting a Local Unit and the sharing of services as permitted in N.J.S.A. 40A:65-4. Each Police Officer is acting under lawful authority beyond the territorial limits of his employing municipality or other appointing authority, and is conferred with all the powers of an Officer appointed by the Requesting Local Unit.
- F. "Requesting Local Unit" shall mean a Participating Local Unit which has requested assistance pursuant to this Agreement.
- G. "Service" means any of the powers, duties and functions exercised or performed by a Local Unit by or pursuant to law.
- H. "Police Officer" shall mean a Police Officer or other Law Enforcement Officer as defined in N.J.S.A. 40A:14-152.2.
- I. "Emergency" for purposes of this Agreement, the term "emergency" shall be defined but not limited to include situations in which the number of available police officers in a participating municipality is insufficient to meet the public need in a particular situation and/or situations where police aid involving special expertise, training or equipment is required in order to protect life and property or to assist in suppressing a riot or disorder. No formal declaration of emergency is required to implement the provisions of the mutual aid agreement.

J. "Assisting Local Unit" shall mean a Participating Local Unit which has provided assistance pursuant to this Agreement.

K. "Local Unit" shall be defined as any municipality, county, and/or authority that has, by ordinance or resolution, entered into this Interlocal Services Agreement for Mutual Police Aid.

2. Purpose. It is to the mutual advantage and benefit of the Participating Local Units that each agrees to, consistent with this Mutual Police Aid Agreement, render supplemental Police or Law Enforcement Assistance to any Requesting Local Unit pursuant to this Agreement. Accordingly, the purpose of this Agreement is to memorialize (a) the terms and conditions by which the Participating Local Units shall undertake to request mutual police aid and respond to said requests and (b) particulars associated with same.

3. Authority. N.J.S.A. 40:65-1, et. seq. any Local Unit of this State may enter into a contract with any other Local Unit or Units for the joint provision, within their several jurisdictions, of any service, including services incidental to the primary purposes of the Local Unit which any party to the agreement is empowered to render within its own jurisdiction.

4. Scope. This Agreement shall apply to any type of Police or Law Enforcement assistance or service that is requested by the Chief of Police in one or more Local Unit(s) and accepted by the Chief of Police in a Participating Local Unit or Units. (N.J.S.A. 40A:65-7(1)).

5. Inter-Local Unit Assistance. The Chief of Police of each Participating Local Unit is authorized to provide Mutual Police Aid to a Requesting Local Unit and to request Mutual Police Aid to a Participating Local Unit to the extent possible without endangering persons or property within the Local Unit rendering assistance. The members of each police department supplying aid shall have the same powers, authority, rights, and immunities of the members of the Police Department of the Requesting Local Unit while providing assistance to a Requesting Local Unit. (N.J.S.A. 40A:65-8).

6. State Police Designation by Millstone and Rocky Hill. For purposes of requesting and effectuating mutual police aid hereunder, Millstone Borough and Rocky Hill Borough designate representatives of the New Jersey State Police as the individuals authorized to request Mutual Police Aid from Participating Local Units.

7. Expenses. Aid will be provided at no cost for the first eight (8) hours of each incident, regardless of the numbers of persons sent. After eight (8) hours of aid, the cost shall be as follows:

- A. Labor force. Charges for labor force shall be in accordance with the prevailing rate of pay for the Aiding Local Unit's standard practices. The Requesting Local Unit shall be billed for each hour per person that a person is supplied beyond the first eight (8) hours.
- B. Equipment. Charges for equipment, including but not limited to, vehicles, boats, rescue equipment, flares, barricades and other special equipment used by the Aiding Local Unit, shall be billed at the reasonable and customary rates for such equipment in the Requesting Local Units location.
- C. Transportation. The aiding Local Unit shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation and fuel related costs.

- D. Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Assisting Local Unit.
- E. Somerset County Teams Exempt. Personnel assigned, on loan or that participate on one of the Somerset County teams (e.g., Narcotics Task Force, Emergency Response, etc.) are exempt from this section (6).

8. **Senior Ranking Officer.** When police assistance is requested and that request is appropriate pursuant to this Agreement, the Chief of Police or his/her designee of the Requesting Local Unit shall be the senior ranking Officer. An Officer responding to provide aid regardless of their rank shall take direction from the ranking Officer of the Requesting Local Unit.

9. **Injury and Death Benefits.** Police Officers shall be entitled to any and all pension, relief, disability, workers compensation, insurance and/or other benefits for which they are entitled and/or provided by or through their existing employer while performing duties within the "requesting local unit", as provided under N.J.S.A. 40A:14-152.2.

10. **Tort Liability.** Police Officers shall be afforded all of the privileges, immunities and defenses for tort liability for any actions taken by those Police Officers pursuant to this agreement.

11. **Indemnification.** The Requesting Local Unit, agrees to indemnify and hold harmless the Assisting Local Unit, its officers, directors and employees (including but not limited to, any Assisting Local Unit employees which are provided for use by the Requesting Local Unit in accordance with this Agreement) from any liability or claims arising out of their action or service for the Requesting Local Unit for the purposes of functions described in this agreement.

The Requesting Local Unit's obligation to indemnify shall include and not be limited to, the provisions of legal defense by counsel chosen and/or approved by the Requesting Local Unit, at its own cost and expense. The Requesting Local Unit reserves the right, as legally and ethically as possible, to defend and indemnify the assisting Local Unit, its officers, directors and employees with the same legal counsel that it has retained in the action and shall provide legal counsel for that purpose.

In the event any claim or action is brought against the Assisting Local Unit and/or their officer(s), director(s) or employee(s) as a result of actions or services performed in and for the Requesting Local Unit in accordance with the terms of this agreement, result in a judgment against the Assisting Local Unit or the officer(s), director(s) or employee(s), the Requesting Local Unit shall indemnify and hold the Assisting Local Unit and its officer(s), director(s) or employee(s) harmless for any and all counsel fees and from the payment of any claim or judgment by immediately paying said claim or posting necessary bonds or sureties during the pendency of any appeal so that neither the Assisting Local Unit and/or the officer(s), director(s) or employee(s) is required to pay any portion of the judgment from their own funds

The Requesting Local Unit's obligation to indemnify and hold the Assisting Local Unit, its officer(s), director(s) and employee(s) harmless shall not apply to any actions in which the Assisting Local Unit and/or its officer(s), director(s) or employee(s) perform acts or actions which are outside the scope of their respective responsibilities as assigned to them by the Requesting Local Unit to perform acts or actions which are unlawful, illegal or contrary to the policy of the Requesting Local Unit.

12. **Withdrawal from Agreement.** Any Participating Local Unit may withdraw from and terminate its part in this Agreement at the end of any calendar year, provided that notice of its

intention to terminate is given no later than the prior November 12th to every other Participating Local Unit. Otherwise, the Agreement shall remain in force from year to year.

13. **Reporting to Governing Body.** The Chief of Police in each Participating Local Unit shall upon request, as soon after the end of the calendar year as practicable, furnish their respective governing bodies summary reports of services rendered and received under this Agreement, along with comments and recommendations.

14. **Resolution/Ordinance.** Each participating Local Unit shall, within thirty (30) days of signing this Agreement, pass an appropriate Resolution/Ordinance memorializing the execution of this Agreement and intent to comply with each of the terms contained therein.

15. **Police Emergency Response Plan.** The Participating Local Units recognize the existence of the Somerset County Police Emergency Response Plan "(SCPERP)" which was drafted by a special committee of the Somerset County Association of Chiefs of Police. SCPERP was formulated for the purpose of addressing large-scale events (e.g., active shooter incidents, hostage standoffs, and natural disasters) requiring a law enforcement response, and the plan sets forth procedures to facilitate the deployment of a variety of law enforcement resources (human or otherwise) for said large-scale events. Whereas, this Agreement outlines the scope and authority of Police Mutual Aid, SCPERP is a particularized plan. This Agreement is not intended to replace SCPERP and vice versa.

IN WITNESS THEREOF, the Participating Local Units shall cause this agreement to be executed by their proper officials and their proper seals affixed this day and year above written.