

# 6257  
R-062334

INTERLOCAL SERVICES AGREEMENT  
FOR E9-1-1 EMERGENCY COMMUNICATIONS

THIS AGREEMENT ("Agreement") is made and entered into this 13<sup>th</sup> day of June, 2023 by and between the Rutgers, the State University of New Jersey (hereinafter "Rutgers") and the City of New Brunswick (hereinafter "New Brunswick").

WITNESSETH

WHEREAS, On July 9, 2018, Rutgers and New Brunswick entered into an Interlocal Services Agreement in which Rutgers provides emergency communication and radio dispatching services to New Brunswick in exchange for a fee paid by New Brunswick to Rutgers (the "Original Agreement").

WHEREAS, the Original Agreement is scheduled to expire on June 30, 2023.

WHEREAS, New Brunswick expects to have a continuing need for emergency communications and radio dispatching services past June 30, 2023 and Rutgers has the ability to continue to provide these dispatching services, and accordingly, the parties have entered into this Agreement to memorialize the terms by which Rutgers will provide emergency communications and radio dispatching services to New Brunswick.:

NOW, THEREFORE, it is understood and agreed as follows:

1. Rutgers shall provide the following services to New Brunswick on a continuous, 24-hour per day basis commencing July 1, 2023 and continuing throughout the term of this Agreement.
  - (a) Accept and transmit emergency calls for public safety (i.e., police, fire, and emergency medical) services within the territorial jurisdiction of New Brunswick and dispatch said calls to the appropriate public safety service.
  - (b) Provide dispatch and communications services with other municipal and county departments and agencies.

- (c) Maintain a computer aided dispatch system ("CAD"), which shall include an automated public safety records system, and retain therein a computer log of all New Brunswick calls dispatched, showing date, time, source and disposition as reported by the applicable department, agency, or utility, of each call.
  - (d) Make entries, inquiries, cancellations and modifications of records in the National Crime Information Center ("NCIC") as appropriate and required by law or comparable authority, including but not limited to the NCIC 2000 Operating Manual and New Jersey State Police CJS, NCIC, NJCJIS and NLETS policies. Any NCIC transactions undertaken by Rutgers on behalf of New Brunswick in connection with the services under this Agreement shall be subject to review and correction by the New Brunswick Terminal Agency Coordinator ("TAC"). Any corrections identified by the NBPD TAC will be reviewed by the Rutgers TAC and addressed as appropriate.
  - (e) Dispatch wreckers licensed by New Brunswick in compliance with the requirements of the New Brunswick City Ordinances. Copies of all relevant ordinances will be provided to Rutgers by the City at the commencement of this agreement.
2. The services listed in paragraph 1 hereof shall be performed by personnel employed by (or to be hired by), paid and supervised by Rutgers personnel using physical facilities of Rutgers. In no event shall the number of staff dedicated to New Brunswick communications and radio dispatching services be lower than a staffing level of two (2) employees 24 hours a day, seven (7) days a week. Communications supervisors who are simultaneously required to supervise other aspects of Rutgers' communications operations shall not be counted to meet the minimum staffing requirement, unless under exigent circumstances. Communications trainees who are not capable of independent work shall not be counted to meet the minimum staffing requirement. In consultation with Rutgers and with reasonable advance notice, New Brunswick may request that an additional dispatcher be assigned to New Brunswick duties, for a total of three (3) dedicated staff members, to provide additional capacity during special events or emergencies.

3. Notwithstanding Rutgers' authority to supervise and direct their personnel, Rutgers shall implement the following critical New Brunswick dispatch procedures when providing the services under this Agreement:

(a) Whenever dispatchers become aware that there are pending calls for service to the New Brunswick community (and not the Rutgers community) but no New Brunswick Police units available to be assigned, the dispatchers shall immediately notify the police road supervisor, or if they are unavailable then the New Brunswick station commander.

(b) For the safety of officers in the field, Rutgers shall continue to use the following radio "codes" with New Brunswick Police units:

- i Signal 2: Robbery
- ii Signal 7: Disorderly Person
- iii Signal 8: Domestic Dispute
- iv Signal 9: Suspicious person
- v Signal 18: Stolen Vehicle
- vi Signal 27: Firearm
- vii Signal 45: Emotionally Disturbed Person
- viii "Code 4": Units are OK
- ix "Code 5": Unit needs immediate backup
- x "Yankee": Subject has active warrant

These will be the only radio codes subject to use by the parties as a part of this agreement.

(c) Rutgers shall not contact any other police agency for mutual aid in response to a New Brunswick Police call for service except at the direction of or with the approval of a New Brunswick Police supervisor.

(d) Rutgers shall not divert any New Brunswick Police call for service to another police agency, including Rutgers Police, without the approval of a New Brunswick Police supervisor.

4. For the services described in Section 1 above to be provided during the five (5) year (July 1, 2023 — June 30, 2028) term of this Agreement, New Brunswick agrees to pay Rutgers the sums set forth below:
- (a) July 1, 2023 - June 30, 2024: \$967,850.93
  - (b) July 1, 2024 - June 30, 2025: \$1,007,783.53
  - (c) July 1, 2025 - June 30, 2026: \$1,038,317.04
  - (d) July 1, 2026 - June 30, 2027: \$1,069,766.55
  - (e) July 1, 2027 - June 30, 2028: \$1,102,159.54
5. In addition to the services specified in Section 1 above, Rutgers will be using and providing equipment and systems that are necessary for Rutgers to deliver the services specified in Section 1. Such equipment and systems include, without limitation, WebCAD, MobileCAD, Virtual Private Network (VPN) connection, Records Management System and other infrastructure and technology upgrades. New Brunswick agrees to pay Rutgers the sum of \$625,000 (the "Equipment Fee") for this equipment and system infrastructure, distributed evenly over the five years of the initial term of this Agreement (that is, \$125,000.00 per year). In addition, New Brunswick shall be responsible for the annual maintenance fees associated with the use of and maintenance and support of the equipment and systems described in this section. The annual maintenance fees shall be \$506,874.00 (the "Maintenance Fee") to be paid over the five years of the term of this Agreement (that is, \$101,374.80 per year). In the event this Agreement is terminated prior to June 30, 2028, New Brunswick shall be immediately responsible to pay Rutgers (i) the difference between the total Equipment Fee (\$625,000) due under this Section 5 and any payments New Brunswick has already made pursuant to this Section 5 (if any) towards the Equipment Fee, plus (ii) a pro-rated amount of the Maintenance Fee based on when the Agreement is terminated within a year (July 1 to June 30).
6. New Brunswick shall have the option to extend this Agreement for up to three additional one-year periods, by notifying Rutgers in writing of such election, no later than six (6) months prior to the expiration of each term. Upon such written notification, the parties shall negotiate in good faith the sum of the annual fee within each additional contract period. If the parties cannot mutually agree to the annual fee by a date no later

than one (1) month prior to the expiration of each such term, then the renewal being negotiated shall be null and void. All other terms of the within Agreement shall remain in full force and effect during the optional periods.

7. Separate and apart from the annual fees referenced in Sections 4 and 5 of this agreement, New Brunswick shall be solely responsible for one hundred (100%) percent of the costs of telephone lines required to facilitate telephonic and radio services for administrative lines and radio to Rutgers University Public Safety Building. Any costs to be paid by New Brunswick under this section shall be paid within 30 days of receiving an invoice from Rutgers.
8. New Brunswick shall bear the costs for maintaining equipment to the minimum required specifications for functionality of all relevant software applications.
9. New Brunswick shall give to Rutgers all necessary data and information necessary to perform the services contemplated under this agreement, including but not limited to, existing VESTA 9-1-1 call taker workstations for use under this agreement which shall become the property of Rutgers upon transfer.
10. Separate and apart from the annual fees referenced in Sections 4 and 5 of this Agreement, the parties understand and agree that the City of New Brunswick shall be solely responsible for any costs associated with or borne as a result of maintenance for its public safety land mobile radio (LMR) infrastructure and associated equipment, including, but not limited to frequency licensing, preventative maintenance and programming. Rutgers shall be responsible only for the maintenance of University owned equipment. Notwithstanding this section, Rutgers shall be responsible for the programming of its console equipment to facilitate the services provided under this agreement. Any costs to be paid by New Brunswick under this section shall be paid within 30 days of receiving an invoice from Rutgers.
11. Payments due under Sections 4 and 5 of this Agreement shall be made by New Brunswick to Rutgers in four (4) quarterly installments due on the following dates of each contract year (even if such date falls outside of the term of the agreement): January 1, April 1, July 1 and October 1.

12. As provided for herein, all police reports containing user generated content within Records Management System created by employees of New Brunswick in connection with the provision of these services by Rutgers to New Brunswick shall be the property of New Brunswick and Rutgers shall not in any way release, disseminate and/or publish same without the specific written authorization by New Brunswick. This provision applies to OPRA requests, subpoena, discovery request, requests by members of the public, requests by members of the press, and/or any other party or governmental agency. Authorization for the release of any such information or documentation must be timely requested in writing to the New Brunswick Police Department, Attention Director of Police. Said form of written notification seeking authorization can be emailed at an email address that will be provided at the consummation of this Agreement. Under no circumstances shall any information or documentation be released without specific written authorization from New Brunswick as provided for herein.
13. As provided for herein, all Computer Aided Dispatch Reports containing user generated content created by employee of Rutgers University in connection with the provision of these services by Rutgers to New Brunswick shall be the property of Rutgers and New Brunswick shall not in any way release, disseminate and/or publish same without specific written authorization by Rutgers. This provision applies to OPRA requests, subpoena, discovery requests, requests by member of the public, requests by members of the press, and/or any other party or governmental agency. Authorization for the release of any such information or documentation must be timely requested in writing to Rutgers University Public Safety, Attention Executive Director of Public Safety. Said form of written notification seeking authorization shall be emailed to an email address that will be provided upon the consummation of this Agreement. Under no circumstances shall any information or documentation be released without specific written authorization from Rutgers as provided for herein.
14. Rutgers shall indemnify and hold harmless New Brunswick and its officers, agents, employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Rutgers, its officers, agents, governors, trustees,

employees or any of them relating to or arising out of performing services pursuant to this Agreement.

New Brunswick shall indemnify and hold harmless Rutgers and its officers, agents, governors, trustees, employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of New Brunswick, its officers, agents, employees or any of them relating to or arising out of performing services pursuant to this Agreement.

15. It is understood and agreed that Rutgers shall not be responsible for delays dispatching any messages or for any other delays or nonperformance due to acts of God, war, fire, strikes, lockouts, civil or military authority, insurrection, riot, embargoes, shortages, acts of governments, acts of war or terrorism, including without limitation, delays caused by the inability to obtain necessary labor or materials or from action taken by Rutgers in connection with priorities, permits or other regulation issued by the United States Government or any department thereof. Notwithstanding the foregoing, Rutgers shall provide New Brunswick with immediate notice, and advance notice when possible, of any potential or anticipated delays or nonperformance of the services under this Agreement. In recognition of the public safety implications of disruptions in 9-1-1 call taking and dispatching, Rutgers shall collaborate and coordinate in good faith with New Brunswick in the event of any delays or nonperformance of the services to minimize disruptions to New Brunswick public safety operations.
16. The parties expressly agree that they will work together in a cooperative, effective and efficient manner to promptly resolve any technical and/or operational issues arising under this Agreement in a timely manner. In furtherance of this stated goal, each party further agrees to designate a command staff member of their Police Department to service as a liaison under this Agreement. The designated liaisons shall meet no less than quarterly. Each liaison will be the designated point person for the handling any and all issues, complaints, concerns or inquiries from the residents and/or municipal officer/ officials of their respective jurisdiction. Each such liaison will be also responsible for promptly and accurately communicating such issues, complaints, concerns, or inquiries to the designated liaison for the other party, and for any follow-up that is required until a resolution is achieved. The parties further agree that any such

issues, complaints, concerns or inquiries must be immediately communicated to the other party and addressed and/or resolved within thirty (30) days, unless circumstances dictate that a longer period of time is needed. Upon final resolution of a complaint or concern, written notice of the final resolution shall be provided by the responsible party.

17. All notices, requests, demands and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight carrier or if mailed simultaneously by regular and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addressee shall be changed by notice given pursuant to this Agreement:

Notices to Rutgers shall be given to:

Executive Director of Public Safety  
Rutgers Division Institutional Planning and Operations  
55 Paul Robeson Boulevard  
New Brunswick, New Jersey 08901

With a copy of notices to:

Office of Rutgers Counsel  
Rutgers, The State University of New Jersey  
335 George Street, Suite 2160  
New Brunswick, New Jersey 08901

Notices to the City of New Brunswick shall be given to:

City Administrator  
New Brunswick City Hall  
78 Bayard Street  
New Brunswick, New Jersey 08901

City Clerk  
New Brunswick City Hall  
78 Bayard Street  
New Brunswick, New Jersey 08901



Police Director  
New Brunswick Police Department  
PO Box 909  
New Brunswick, New Jersey 08901

18. The parties agree (a) that the law of the State of New Jersey shall be the operative law in this Agreement and in any subsequent contract or any related matters; and (b) that each party submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this Agreement or any subsequent contract based on this Agreement. This provision shall govern despite language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to this Agreement.
19. This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the parties relating to the subject matter of this Agreement. No promises, inducements, or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understandings, discussions, negotiations, offers or judgment or statements concerning the subject matter hereof. This Agreement shall not be modified except by written agreement dated subsequent to the date hereof and executed by all of the parties. The requirement for such a writing shall apply to any waiver of the requirement for a written modification pursuant to this paragraph and this is an essential term of the Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year written below.

**RUTGERS, THE STATE UNIVERSITY**

By,



Antonio M. Calcado

2/1/23  
Date

Executive Vice President for Strategic Planning  
And Operations & Chief Operating Officer

**RUTGERS, THE STATE UNIVERSITY**

By,

2-1-23

Date



Kenneth Cop

Chief of University Police

Executive Director of Public Safety

**CITY OF NEW BRUNSWICK**

By,

6/13/23

Date



Michael K. Drulis

City Business Administrator

*MS*

**CITY OF NEW BRUNSWICK**

By,

13 Jun 23

Date



Anthony A. Caputo

Director of Police

## BY THE MUNICIPAL COUNCIL:

WHEREAS, pursuant to Resolution R-061891, the City of New Brunswick entered into a Shared Services Agreement for the period of July 1, 2018 through June 30, 2023 with **Rutgers, the State University for 911 Emergency Communications and Radio Dispatching Services** as per N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, Lieutenant James Hoover, Police Department, requested authorization for a renewal Agreement in the total amount of **Six Million Three Hundred Seventeen Thousand Seven Hundred Fifty-One and 59/100 Dollars (\$6,317,751.59)** for 911 Emergency Communications and Radio Dispatching Services for the Police Department for the period July 1, 2023 through June 30, 2028 (5-Year); and

WHEREAS, funds are available for this purpose in the amount of **Six Million Three Hundred Seventeen Thousand Seven Hundred Fifty-One and 59/100 Dollars (\$6,317,751.59)** in Account Number 01-201-25-242-528 as follows:

| ACCOUNT NUMBER    | JULY 1, 2023<br>– JUNE 30,<br>2024 | JULY 1, 2024<br>– JUNE 30,<br>2025 | JULY 1, 2025<br>– JUNE 30,<br>2026 | JULY 1, 2026<br>– JUNE 30,<br>2027 | JULY 1, 2027<br>– JUNE 30,<br>2028 | TOTAL          |
|-------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|----------------|
| 01-201-25-242-528 | \$1,194,225.73                     | \$1,234,158.33                     | \$1,264,691.84                     | \$1,296,141.35                     | \$1,328,534.34                     | \$6,317,751.59 |

and

WHEREAS, the signature of Richard Mulrine, Chief Financial Officer on this Resolution shall certify that such funds are available in the 2023 Municipal Budget, and pursuant to N.J.A.C. 5:30-5.5 this contract is subject to the availability to and appropriation of sufficient funds in the 2024, 2025, 2026, 2027 and 2028 Municipal Budgets; and

NOW, THEREFORE, BE IT RESOLVED, by the New Brunswick City Council that authorization is hereby granted for a renewal Agreement with **Rutgers, the State University for 911 Emergency Communications and Radio Dispatching Services** in the total amount of **Six Million Three Hundred Seventeen Thousand Seven Hundred Fifty-One and 59/100 Dollars (\$6,317,751.59)** for the period July 1, 2023 through June 30, 2028 (5-Year), in a form of Agreement to be first approved by the City Attorney; and

BE IT FURTHER RESOLVED, that Certified Copies of this Resolution shall be sent by the City Clerk to the following:

- City Administrator
- City Attorney
- Chief Financial Officer
- Purchasing Agent
- Director of Police
- Lieutenant James Hoover, Police Department
- Kenneth B. Cop, Executive Director of Public Safety, Rutgers University Police Department, 55 Pau Robeson Blvd., New Brunswick, NJ 08901

ADOPTED: June 7, 2023

  
COUNCIL PRESIDENT

  
CITY CLERK

APPROVALS:

  
CITY ADMINISTRATOR

  
CITY ATTORNEY

  
CHIEF FINANCIAL OFFICER

TKS/kc

| COUNCIL MEMBER         | YES | NO | NO VOTE | ABSENT |
|------------------------|-----|----|---------|--------|
| JOHN ANDRUSCH          | X   |    |         |        |
| MARCEL CASTANEDA       | X   |    |         |        |
| GLYN FLEMING           | X   |    |         |        |
| PETER JANKIN           | X   |    |         |        |
| SHARON NICOLA LUDWIG   | X   |    |         |        |
| KEVIN HAN, VP          | X   |    |         |        |
| REBECCA ESCOBAR, P.O.S | X   |    |         |        |

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I, Leslie R. Zeladon, City Clerk of the City of New Brunswick, N.J., do hereby certify the foregoing resolution is a true copy of the original resolution adopted at the regular meeting of the New Brunswick City Council at its meeting on June 7, 2023.

  
Leslie R. Zeladon, City Clerk

Any reproduction of the original resolution must contain the raised seal of the City of New Brunswick to be legally certified.