



Memorandum

To: Karl Kilduff, Administrative Officer
From: Chief Duane J. Lovello
Date: December 19, 2014
Re: Non-Emergency Interagency Agreement

The Town of Darien currently participates in a Non-Emergency Interagency Agreement with the City of Stamford and the Town of New Canaan. This agreement has been in place for approximately three years.

The functions performed by any local government are generally limited to the geographical boundaries of that municipality. Often, and particularly with the delivery of routine police services, this can become problematic when there is a need for a large scale investigation, or coordinated enforcement efforts, that exceed either the resources or the expertise of the given municipality. The most common examples of this, from a police perspective, would be the ability to properly staff a DWI checkpoint on a heavily traveled road, or the need to investigate significant traffic accidents or criminal events. In those instances, staff resources can be stretched to the point of marginalizing overall effectiveness, or the required expertise or equipment does not exist within the municipality. In those instances, it is very beneficial to have the ability to draw on the necessary resources, equipment, or expertise of a municipality having the ability to provide it.

Since entering into the agreement with Stamford and New Canaan, Stamford has provided staffing to enable Darien to operate DWI checkpoints on Darien roads. While some may take exception to such checkpoints, the plain fact is that Darien has a sustained record of reduced traffic accidents with injury or death owing to not only an adjustment in social norms pertaining to driving while intoxicated, but the Police Department's commitment to DWI enforcement. Similarly, Darien's highly trained and well-equipped Accident Investigation Team has assisted the Town of New Canaan in investigating and documenting several serious traffic accidents, one involving the death of a toddler. These service sharing arrangements are allowed via a 'Non-Emergency Interagency Agreement,' codified in Connecticut General Statute 7-148 cc, the text of which follows:

Sec. 7-148cc. Joint performance of municipal functions. Two or more municipalities may jointly perform any function that each municipality may perform separately under

any provisions of the general statutes or of any special act, charter or home rule ordinance. Each participating municipality shall approve any agreement entered into pursuant to this section in the same manner as an ordinance is approved in such participating municipality or, if no ordinances are approved by such participating municipality, in the same manner as the budget is approved. The terms of each agreement shall establish a process for withdrawal from such agreement and shall require that the agreement be reviewed at least once every five years by the body that approved the agreement to assess the effectiveness of such agreement in enhancing the performance of the function that is the subject of the agreement. As used in this section, "municipality" means any municipality, as defined in section 7-187, or any district, as defined in section 7-324, located within the state of Connecticut.

There are some important distinctions to be noted here. Police officers, by separate statute, are allowed to pursue criminals into another Connecticut municipality; this common sense application thwarts any attempt to avoid capture merely by crossing some Connecticut geographical town line. Similarly, officers are allowed to enter another jurisdiction to render assistance in an "emergency." An example of this would be a recent event in Norwalk involving a large amount of unruly bar patrons stretching Norwalk police resources to the limit. Norwalk requested, and received, immediate assistance from Darien and State police.

The proposed Agreement with Darien, Norwalk, Weston, Westport, and Wilton contains the identical language to the existing Agreement with Stamford and New Canaan. The ability to share resources benefits all signatories by collaboratively leveraging the resources of the group, reducing the need for specialized services within each municipality independent of the others. As stated earlier, these agreements allow each participant municipality the ability to legally work within the boundaries of another. Our experience with the existing Agreement has been most positive and not unnecessarily burdensome on the Town of Darien. I would respectfully ask for the support of this new Agreement.

RESOLUTION REFERRING THE APPROVAL OF A MUTUAL POLICE ASSISTANCE COMPACT TO THE RTM PURSUANT TO STATE STATUTE

WHEREAS, Connecticut General Statutes §7-148cc allows for the creation of agreements that empower the joint delivery of a municipal service by two or more municipalities so long as such an agreement is approved by the municipalities in the same process an ordinance is approved; and

WHEREAS, an Interagency Agreement has been prepared for the Town of Darien to work with the City of Norwalk, and the Towns of New Canaan, Westport, Weston and Wilton to deliver general law enforcement services; and

WHEREAS, the Town of Darien has been a party to a similar agreement with the City of Stamford and the Town of New Canaan as a part of a regional grant program which proved to be very successful; and

WHEREAS, the nature of the agreement between the municipalities is different than a standard mutual aid compact for sharing resources in an emergency; and

NOW, THEREFORE, BE IT RESOLVED that the Darien Board of Selectmen hereby approves the Mutual Police Assistance Compact and directs that this resolution be forwarded to the Representative Town Meeting for its consideration and approval as required by Connecticut General Statutes §7-148cc.

Adopted; December 15, 2014

NON-EMERGENCY INTERAGENCY AGREEMENT

Darien, New Canaan, Norwalk, Weston, Westport, Wilton

WHEREAS, Connecticut General Statute §7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately under any provisions of the general statutes or of any special act, charter or home rule ordinance.

WHEREAS, each of the participating municipalities recognizes the benefits of joining together for the performance of joint police functions;

WHEREAS, each of the participating municipalities find that entering into a joint participation agreement is necessary for the delivery of more effective services to the citizens of their respective municipalities;

WHEREAS, the undersigned municipalities wish to cooperate in the joint performance of General Law Enforcement Services;

NOW, THEREFORE, it is agreed by and between the municipalities signing this compact by their respective chief executive officers, duly authorized upon approval as set forth in said Connecticut General Statute, the following:

1. The undersigned municipalities hereby delegate to the Chief of Police of their respective municipality the authority to determine when the provision of police personnel resources best serves the purpose of this compact and benefits their respective community.
2. The Police Chiefs of the municipalities participating in this compact shall constitute an oversight board for the group created herein. This board is authorized to administer the procedures attached to this compact and may modify these procedures as necessary to insure efficient and effective operation.
3. The services performed under this compact shall be deemed to be for public and governmental purposes.
4. That at all times when joint police functions are being conducted, police officers assigned to the function shall be deemed to be members of an authorized group and shall have the same powers, duties, privileges, and immunities as are conferred on the police officers of the municipality in whose jurisdiction the group is operating.
5. Each participating municipality agrees that it shall be responsible for all costs, whether monetary or in the form of goods or services, it incurs as a result of participation in this compact. Such costs may include, but are not limited to:
 - a. The actual payroll, including overtime, for the agency's personnel participating in compact activities.
 - b. The replacement or repair cost for any equipment lost, destroyed, damaged or made unavailable as a result of participation in this compact.
 - c. Fuel and maintenance costs for any vehicles and equipment.
 - d. Training cost arising from participation in this compact.
 - e. Worker's compensation claims pursuant to Connecticut General Statutes §31-275 through 31-355a.
 - f. Awards for death, disability or injury to employees participating in compact-related activities to the extent that such awards exceed Worker's Compensation coverage.
 - g. Survivor's benefits pursuant to Connecticut General Statute §7-323e.
 - h. Heart and hypertension claims pursuant to Connecticut General Statute §7-433c.
 - i. Cost arising from agreement, contracts or obligations the municipality entered into prior to entering this compact.

6. To the fullest extent permitted by law, any participating municipality negligently causing injury or damage shall indemnify and hold harmless the other parties to this compact (and their employees and agents) from any and all claims caused by such party's negligence. In instances where the identity of the negligent actor cannot be determined and/or where liability is predicted upon joint venture, vicarious liability or upon other similar grounds, it is the intent of this Agreement that each participating municipality shall be liable only for its proportionate share of responsibility. All disputes concerning apportionment of liability hereunder shall be resolved by a single arbitrator chosen by the parties. If the parties are unable to agree upon a single arbitrator, then the court shall appoint the arbitrator.
7. For grant and funding initiative purposes, the Chief of Police for the lead agency within the participating group, or his designee, shall act as the representative and fiduciary for the group. Lead agency responsibility may be transferred to another participating agency upon the unanimous written consent of all the Chiefs of Police for the departments participating in this compact.
8. Not later than five (5) years from the effective date of this agreement, the effectiveness of this agreement shall be reviewed by the body that approved the agreement for each participating municipality.
9. Any participating municipality may withdraw from this compact by giving thirty (30) days written notice to all the other participating municipalities. Withdrawal of one or more participants shall not void the compact so long as two or more participants remain active in this compact.

IN WITNESS WHEREOF, the parties hereto have executed this compact on the _____ day of _____ 2014.

Harry W. Rilling _____
 Harry W. Rilling, Mayor Date
 City of Norwalk

 Jayme Stevenson, First Selectwoman Date
 Town of Darien

R. E. Mallozzi III _____
 Robert E. Mallozzi III, First Selectman Date
 Town of New Canaan

Gayle Weinstein _____
 Gayle Weinstein, First Selectwoman Date
 Town of Weston

 James Marpe, First Selectman Date
 Town of Westport

William Brennan _____
 William Brennan, First Selectman Date
 Town of Wilton