

**(15-1) RTM RESOLUTION FOR APPROVAL OF A  
MUTUAL POLICE ASSISTANCE COMPACT  
PURSUANT TO STATE STATUTE**

**Primary – PH&S**

**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 as an ordinance is approved; and

**WHEREAS**, the Darien Board of Selectmen wishes to participate in a Non-Emergency Interagency Agreement which requires the approval of a Mutual Police Assistance Compact; and

**WHEREAS**, the Darien Board of Selectmen at its meeting of December 15, 2014 approved the Mutual Police Assistance Compact.

**NOW THEREFORE, BE IT RESOLVED** that the Representative Town Meeting of the Town of Darien hereby approves the Non-emergency Interagency Agreement between the Police Departments of Darien, Stamford, Norwalk, New Canaan, Westport, Weston and Wilton attached hereto and made part hereof. It further authorizes the First Selectman to execute said agreement.

## 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 §7-323c.
  - 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 predicated 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 \_\_\_\_\_ Date  
 Harry W. Rilling, Mayor  
 City of Norwalk

\_\_\_\_\_  
 Jayme Stevenson, First Selectwoman  
 Town of Darien \_\_\_\_\_ Date

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

Gayle Weinstein \_\_\_\_\_ Date  
 Gayle Weinstein, First Selectwoman  
 Town of Weston

\_\_\_\_\_  
 James Marpe, First Selectman  
 Town of Westport \_\_\_\_\_ Date

William Brennan \_\_\_\_\_ Date  
 William Brennan, First Selectman  
 Town of Wilton