

**CONTRACT BETWEEN THE STATE OF CONNECTICUT DEPARTMENT OF
EMERGENCY SERVICES AND PUBLIC PROTECTION, DIVISION OF STATE
POLICE AND THE**

TOWNS OF: BETHANY AND PROSPECT

TOWN ADDRESS: Town of Bethany
40 Peck Road
Bethany, Connecticut 06525

Town of Prospect
36 Center St.
Prospect, CT 06712

FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS

BETHANY TOWN FEIN#: 06-6001960

BETHANY AGREEMENT NUMBER: 2000-264

PROSPECT TOWN FEIN# 06-6002070

PROSPECT AGREEMENT NUMBER: 2000-257

CONTRACT PERIOD: July 1, 2020 to June 30, 2021

In consideration of the Town of Bethany and the Town of Prospect (collectively hereinafter the "Towns"), acting through Bethany First Selectman Paula Cofrancesco and Prospect Mayor Robert J. Chatfield (collectively hereinafter the "Town Leaders"), duly authorized, each Town paying fifty percent (50%) of all costs pursuant to Connecticut General Statutes (C.G.S.) Section 29-5 and other good and valuable consideration, the Department of Emergency Services and Public Protection, Division of State Police (hereinafter the "State Police"), acting through its Commissioner, duly authorized pursuant to C.G.S. Section 4-8, hereby agrees to provide the Towns with the services of one (1) shared Resident State Police Supervisor or Trooper during the above-referenced contract period. The Towns, Town Leaders and State Police collectively are hereinafter referred to as the "Parties."

This Contract is subject to the following additional terms and conditions:

I. Law Enforcement Operations and Activities

- A. Authority Over Police Operations.** The Towns hereby delegate to the State Police the authority to supervise and direct the law enforcement operations of appointed constables and police officers in the Towns as set forth below.

1. Except for terms and conditions that conflict with the Towns' obligations under the Connecticut Municipal Employee Relations Act (hereinafter "the MERA") and/or are contained within any collective bargaining agreement between the Towns and the towns' police officers' or constables' collective bargaining representative, all town police officers and constables shall be subject to applicable provisions of the current Resident State Trooper Program Administration and Operations Manual of the Department of Emergency Services and Public Protection (hereinafter the "Manual").
2. The Towns shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the respective Town reasonably believes conflicts with any provision of any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative and shall provide a copy of any such agreement to the State Police.
3. During collective bargaining, the Towns shall attempt to negotiate terms and conditions consistent with the performance standards and other provisions of the Manual.
4. It is understood and agreed by the Parties that each Resident State Police Supervisor or Trooper, as applicable, exercising their police power or performing services pursuant to this Contract is an employee of the State of Connecticut and not of the Town and that, except to the extent limited by law, the State of Connecticut State Police operational and emergency events shall take priority over the services provided in this Contract. It is understood that should the Resident State Police Supervisor or Trooper be required to participate in a State Police operational and/or emergency event, the Town of Bethany and/or the Town of Prospect, as the case may be, shall be responsible for the coverage of the Resident State Police Supervisor or Trooper services and duties outlined in this Contract.

B. Patrol Activities and Assignments

The Resident State Police Supervisor or Trooper, as applicable, assigned to the Towns shall be responsible for making all patrol and special activity assignments for the Towns' police officers or constables, including the law enforcement duties to be performed, taking into consideration the needs of the Towns after consultation with the Town Selectmen, sound police practices, and any rights of the Towns' police officers or constables as specified in any collective bargaining agreement between the Towns and the constables'/officers' collective bargaining representative and the Towns' obligations under the MERA.

Prior to submission, the Towns shall confer with the relevant Troop Commander regarding anticipated grant applications related to law enforcement activities including as examples, DOT enforcement initiatives, equipment, or technology. The DESPP Grant Unit is available as a resource to assist the Towns with the application

process. It is understood that the Town(s), and not a Trooper, shall be the sole signatory on grant applications. Additionally, the Towns shall be responsible for compliance with all grant terms and conditions and shall administer said grant funds in accordance with any grant approval. Any law enforcement technology or equipment purchases resulting from grant approvals shall be compatible with DESPP State Police systems and subject to DESPP official policies in accordance with the technology interoperability identified in Section I, paragraph E below.

C. Investigative Methods

The use of investigative methods, including but not limited to the conduct of all criminal investigations, application for and execution of all arrest and search warrants, use of force, vehicular pursuits, related activities, and reporting procedures, in the Towns shall be in accordance with the provisions of the Manual.

1. Serious crimes, serious injury crimes and most complex incidents that involve in-depth, follow-up investigation, crime scene processing, seizure of evidence, application for and execution of search warrants, and out-of-town investigative work shall be conducted by the Resident State Police Supervisor or Trooper, as applicable, by State Police personnel assigned to the area State Police Troop, respective State Police major crime unit or any other State Police investigative unit deemed appropriate by the State Police. The State Police may, in its sole discretion, make exceptions to this policy on a case-by-case basis. A serious or complex investigation may be assigned to a town police officer or constable by the State Police after taking into consideration the nature of the case, requirements of the investigation, the shift resources, response time, and the experience and training of the Town police officer or constable.
2. Every effort will be made by the State Police to allow a Town police officer or constable to remain involved in self-initiated, serious criminal investigations to the extent consistent with sound law enforcement investigative principles and practices.

D. Reports and Records

All police investigative records generated by Town officers shall be the property of DESPP State Police and shall be prepared, formatted and submitted to DESPP State Police in the manner approved by DESPP State Police. No paper records may be stored at the resident trooper locations. The Towns shall respond to any Freedom of Information requests for such records by informing the requester that such records are under the sole custody and control of DESPP State Police. The Towns may direct requests for motor vehicle accident reports to the Troop for processing in accordance with DESPP State Police policy.

All police investigative records generated by Town officers shall comply with the retention requirements of the regulations adopted by the State Librarian under the

authority of section 11-8 of the Connecticut General Statutes and shall comply with the record storage requirements outlined by the Department of Administrative Services, Bureau of Enterprise Systems & Technology.

The Towns shall be responsible for providing network connection interoperability and technological compatibility to DESPP State Police Records Management System in accordance with the requirements of DESPP State Police. The Towns shall be responsible for and shall ensure interoperability of the records management system and the initiatives impacting such technology systems between the Town and DESPP State Police.

E. Technology

The Towns shall be responsible for and shall ensure interoperability of information technology systems and initiatives impacting technology systems between the Towns and DESPP State Police.

In order to fully support interoperability, the Towns shall inform DESPP State Police of all anticipated technology purchases and initiatives related to law enforcement technologies before the Towns purchase and/or act on vendor agreements. Such technologies include, but are not limited to, body-worn cameras, license plate readers, drones, recording devices, and electronic defense weapons.

DESPP State Police shall respond to the Towns whether the technology and/or initiative proposed can be interfaced with DESPP State Police technology systems and/or whether the technology or initiative is compatible with the DESPP State Police technology systems and covered by a DESPP official policy. Compatibility shall include, but not be limited to connectivity, storage, retrieval, security and system to system communication.

It is understood that the Towns shall incur any costs associated with interfacing, connecting, storing, retrieving and/or creating the proposed technology system and/or initiative. If Towns purchase technology or equipment that is not compatible with DESPP systems or is not covered by an official DESPP policy, the Towns accept all liability for such technology or equipment.

To ensure interoperability and compatibility between the technologies, the Towns shall identify an information technology liaison or liaisons to serve as a technical contact to address technical changes and/or upgrades relating to law enforcement technologies. DESPP must be able to access and record all technology and associated data and electronic storage, including electronic communications, in a timely manner on a 24/7 basis. DESPP must be able to download and/or make copies of such data at any time.

F. Telecommunications

The Towns shall follow all State Police procedures regarding use, access and maintenance of State Police supplied telecommunications equipment and technology. If the Town operates its own radio system and dispatch function, Town police officers/constables, when dispatched to respond to an incident by such dispatch center, shall immediately notify the Troop State Police dispatch center of the incident to which they are responding.

G. Chain of Command

Resident State Police Supervisors or Troopers, where applicable, shall directly supervise the law enforcement operations of all Town police officers or constables. The Town CEO of a resident trooper town shall have reasonable, direct access to the area State Police Troop Commander, the Resident Trooper Supervisor and Resident State Police Troopers for regular and on-going communications regarding law enforcement problems in the Town.

1. In the absence of the assigned Resident State Police Supervisor or Trooper, where applicable, the chain of command for Town police officers or constables shall progress to the area State Police Troop Commander, or their duly assigned on-duty shift supervisor, and to the State Police District Commander.
2. The intent of this contract is to provide positive direction for the working relationship between town police officers/constables and State Police personnel. All significant conflicts between Town police officers/constables and State Police personnel shall be referred to the next senior officer in the State Police chain of command.

H. Use of Police Canines by Town Police Officers/Constables

The use of police canines by Town police officers/constables shall be consistent with State Police policies and procedures. Towns electing to use alternative programs for training and certification or recertification of police canines shall assume all costs and liabilities associated with such programs. In the event a Town police canine is employed in a manner inconsistent or contrary to policies and procedures of the Department of Emergency Services and Public Protection, the respective Town shall assume all liability for any injuries or damages caused thereby.

I. Overtime

The State Police retains the right to make overtime assignments of State Police personnel in accordance with the prevailing State Police collective bargaining agreement and state law. Overtime assignments in a Town that require state police services outside the scope of this contract and Connecticut General Statutes Section 29-5 such as those that fall within the scope of Connecticut General Statutes Section 7-284 shall be assigned in accordance with the prevailing State Police collective bargaining agreement and paid for by the respective Town in accordance with the prevailing rates for private contractor extra duty overtime assignments. This provision

is intended to apply only to overtime performed by state police personnel and is not intended to limit the rights of local officers or constables under any applicable local collective bargaining agreement.

II. Administrative Responsibility

A. The Towns shall retain administrative responsibility for personnel, including but not limited to, ensuring compliance with entry level standards for newly hired police officers or constables and training and certification requirements established by the Police Officer Standards and Training Council (POSTC) in accordance with the provisions of Connecticut General Statutes Section 7-294a *et seq.* and associated Regulations of Connecticut State Agencies or as otherwise required by law, compensation for services rendered, hours or shifts to be worked, and provisions of uniforms and equipment.

1. Resident State Police Supervisors or Troopers, as applicable, shall cooperate with the Towns by scheduling Town police officers and constables so as to enable them to meet these requirements in a timely manner.

B. Administrative Investigations/Discipline

All misconduct or performance issues on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, or the need for additional remedial training, shall be promptly reported to the respective Town Selectman. The Town Selectman shall be kept apprised of any counseling or the issuance of any Performance Observation Reports.

1. Allegations of misconduct on the part of Town police officers or constables which cannot reasonably be resolved through counseling or the issuance of a Performance Observation Report by the Resident State Police Supervisor or Trooper, if applicable, and which may warrant the imposition of discipline, however minor, shall be investigated by the State Police in a manner consistent with the provisions of the Manual and with any collective bargaining agreement between the Towns and the constables'/officers' collective bargaining representative. The State Police may recommend the imposition of appropriate disciplinary measures and/or remedial training for Town police officers/constables. Imposition of discipline, if any, upon Town police officers/constables, or assignment for additional training to remedy performance deficiencies on the part of Town police officers/constables, shall be the responsibility of the respective Town.

C. Evaluations

In accordance with its obligations under the MERA and consistent with the terms of any collective bargaining agreement between the Towns and constables' or police officers' bargaining representative, the Towns shall implement a work performance evaluation system for all of the Towns' police officers or constables. Such work performance evaluations shall be issued at least annually.

1. The Towns recognize that evaluations are: 1) an effective supervisor's tool; and 2) that they identify superior or substandard work performance.
2. Consistent with the terms of any collective bargaining agreement between each Town and the constables' or officers' collective bargaining representative, the Resident State Police Supervisor or Trooper, if applicable, the Department of Emergency Services and Public Protection shall provide recommendations to each Town Selectman concerning the periodic evaluation of the work performance of Town police officers or constables.
3. The Towns shall make the final disposition on all work performance evaluations. Copies of completed work performance evaluations shall be filed in each Town police officer's/constable's official personnel file which shall be available to Resident State Police Supervisors and Troopers, as applicable, upon request.

III. Payment for Services Rendered

A. Costs and Schedule of Payments

The Towns agree to reimburse the State Police in accordance with C.G.S. §29-3, as may be amended, for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs and fringe benefits, for the assigned Resident State Police Supervisor or Trooper(s), in accordance with the following:

1. One (1) Resident State Police Supervisor or Trooper shall provide services to both Towns.
2. The Towns shall share the cost of the Resident State Police Supervisor or Trooper equally (50/50) for the three (3) year term of this Contract. To the extent one Town requires Resident State Police Supervisor or Trooper services for a specific project or event, that Town shall be responsible for any overtime costs and benefits associated with the services provided for that specific Town project or event.
3. The shared Resident State Police Supervisor or Trooper shall render services to both Towns pursuant to a schedule mutually acceptable to the Town Selectmen and the Troop Commander.

4. The State Police shall invoice the Towns on an annual basis, in arrears, for the accrued costs of services rendered under this Contract with the exception of overtime which shall be invoiced on a quarterly basis, in arrears.
5. Each Town shall pay the State Police for the invoiced costs of services rendered under this Contract within thirty (30) days of receipt of each invoice. If a Town disputes all or a portion of a pending invoice, it shall be the responsibility of that Town CEO to notify the State Police in writing before payment is due.
6. The State Police shall have the right to assess a late fee in the amount of five percent (5%) of the unpaid balance of each invoice for which undisputed amounts remain unpaid after sixty (60) days. In calculating unpaid amounts, partial payments shall first be applied to the oldest outstanding balances, and then to each successive outstanding balance until fully paid.
7. Fringe benefit rates consist of the following components:
 - i. Social Security (FICA)-Federally established rate
 - ii. Medicare-Federally established rate
 - iii. Retirement-Office of State Comptroller's established rate
 - iv. Medical and Group Life Insurance-DESPP established rates
 - v. Unemployment Compensation-Office of the State Comptroller's established rate
 - vi. Workers Compensation- Office of the State Comptroller's established rate

These rates are established on an annual basis based on the State of CT's Fiscal Year (FY) and notification of these rates will be provided to the Resident Trooper Towns via an annual Fringe Benefit Rate Notification Letter from DESPP.

IV. Risk of Loss and Indemnification

- A. Each Town shall assume the risk of loss for any and all activity involving full or part-time Town constables, municipal police officers, other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, and Town police canines, and hereby agrees to hold harmless the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any cause or action arising out of the activity of such full or part-time Town constables, police officers or other municipal employees providing police services, or if applicable, the activity of any town police canine, and to indemnify the State of

Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, from any liability resulting from the same.

Each Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from a cause or action founded either upon *respondeat superior* or supervisory liability arising from the acts or omissions of full or part-time Town constables, police officers or other municipal employees providing police services, or, if applicable, the activity of any town police canine, made pursuant to a provision of the collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative, that is in conflict with a provision of the Manual.

Additionally, each respective Town shall hold harmless and indemnify the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents, and employees, from any liability resulting from any cause or action founded either upon *respondeat superior* or supervisory liability arising from the acts or omissions of a constable or officer that has refused or failed to comply with the provisions of the A&O Manual.

1. For the period covered by this Contract, each Town will insure itself and its employees with a \$1,000,000.00 combined single limit police professional liability or law enforcement liability insurance policy, or its equivalent, naming the State of Connecticut and the Department of Emergency Services and Public Protection, its officers, agents and employees, as an additional insured with respect to any liability for acts of the respective Town constables, municipal police officers or other municipal employees providing police services, law enforcement officers providing police services pursuant to a mutual aid agreement with the Town, or, if applicable, the activity of any town police canine or equipment/technology not covered under official DESPP policy, and submit a certificate of insurance (or self-insurance) to the Department of Emergency Services and Public Protection prior to the effective date of this Contract.
2. It is understood and agreed by the Parties that the Resident State Police Supervisor or Trooper, as applicable, exercising their police power or performing services pursuant to this Contract is an employee of the State of Connecticut and not of the Town of Bethany or the Town of Prospect and that, except to the extent limited by law, the State of Connecticut, and not the Town of Bethany or the Town of Prospect, is responsible for such Resident State Police Supervisor or Trooper's actions while in the performance of their assigned duties.

V. Notices

Any written notices required under this Contract shall be delivered as follows:

If to the Town of Prospect:

Robert J. Chatfield, Mayor
Town of Prospect
36 Center St.
Prospect, CT 06712

If to the Town of Bethany:

Paula Cofrancesco, First Selectman
Town of Bethany
40 Peck Road
Bethany, Connecticut 06525

If to the Department of Emergency Services and Public Protection:

James C. Rovella, Commissioner
Department of Emergency Services and Public Protection
1111 Country Club Road
Middletown, CT 06457

VI. Governor's Executive Orders

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract--- as if they had been fully set forth in it. This Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

VII. Amendment

This Contract may be amended by formal written amendment signed by the Parties. Any amendment to modify DESPP State Police staffing at the Towns shall comply with its collective bargaining notice requirements.

VIII. Termination

This Contract shall remain in full force and effect for the entire term of the Contract period stated above unless sooner terminated by either of the Towns or the State Police by providing thirty (30) days prior written notice of intent to terminate the Contract.

Town of Prospect

State of Connecticut
Department of Emergency Services
and Public Protection

By _____
Robert J. Chatfield
Its Mayor
Duly Authorized

By _____
James C. Rovella
Commissioner
Duly Authorized

Date: _____

Date: _____

Town of Bethany

State of Connecticut
Department of Emergency Services
and Public Protection

By _____
Paula Cofrancesco
Its First Selectman
Duly Authorized

By _____
James C. Rovella
Commissioner
Duly Authorized

Date: _____

Date: _____