

**SOUTHEASTERN CONNECTICUT
SPECIAL RESPONSE TEAM AGREEMENT**

WHEREAS, Section 7-148 cc of the Statutes of the State of Connecticut authorizes municipalities to enter into interlocal agreements; and

WHEREAS, the undersigned municipalities find that the deployment of a highly trained and skilled special response team coupled with a crisis negotiation team can substantially reduce the risk of injury or loss of life to citizens, police officers, criminal suspects and persons in crisis; and

WHEREAS, the undersigned municipalities recognize the inherent manpower and training demands associated with special response and crisis negotiation teams and agree that it is in the best interest of the participating municipalities to share manpower, resources, and equipment associated with special law enforcement responses; and

WHEREAS, the undersigned municipalities find that an interlocal agreement is beneficial in order to protect the safety and well-being of the citizens of the respective municipalities; and

WHEREAS, the undersigned municipalities wish to cooperate on providing police services and in pursuing grants and raising monies to obtain capital resources in furtherance of these goals under the terms of this agreement;

NOW, THEREFORE, the undersigned municipalities, acting by their respective chief executive officers, duly authorized, mutually agree, pursuant to this Interlocal agreement (hereafter, "Agreement") to establish the Southeastern Connecticut Special Response Team (hereafter "SCSRT") in accordance with the following:

ARTICLE ONE: Provision of Personnel and Equipment

1. The chief executive officers of the undersigned municipalities hereby delegate to the chiefs of police of their respective municipalities the authority to determine when the provision of police personnel and equipment best serves the purposes of this agreement.
2. The participating chiefs, hereinafter collectively designated and referred to as the "Board", shall meet periodically as determined by the needs of the Unit, but at least once per year, and each Chief of Police shall have an equal vote on decisions affecting the administration of the SCSRT.
3. The chiefs of police, collectively, as the decision-making authority, have the responsibility for the coordination of grant applications and the administration of funding awards and other initiatives.

4. The Board anticipates and agrees to make resources available for at least one full or partial deployment per quarter of personnel and equipment pursuant to this agreement for the duration of this agreement. Additional deployments are authorized, without further action, by the mutual consent of the participating municipalities.
5. During the deployment of personnel and equipment pursuant to this agreement, the officers so deployed shall be deemed members of their respective departments acting to further the goals of this agreement and each shall have the same powers, duties, privileges and immunities as are conferred on the police officers of the municipality in whose jurisdiction the Unit or any of its officers is operating.
6. During a SCSRT emergency deployment, it is expected that the undersigned municipalities shall provide at a minimum the following quantity of personnel and equipment:

One or more specially trained and equipped police officers and
one or more marked and/or unmarked police vehicles.
7. A municipality may elect not to participate in a deployment if it has a good faith reason to do so. However, each municipality, in its discretion, may determine the extent of its participation in any deployment through the specific assignment of personnel and equipment.
8. The Board shall appoint collectively a supervisor from one of the participating departments to function as the SCSRT Team Commander. The Team Commander must at least hold the rank of sergeant in his/her department. The Board acknowledges appointment of a Unit Commander is necessary to maintain continuity of the unit and its members especially in the case of an emergency deployment. It will be preferable that the Team Commander have experience and training in the area of tactical command. The Team Commander shall have the authority to appoint assistant team leaders as necessary.
9. The SCSRT Commander will act as the liaison between the departments for all activities of the unit.
10. During each full deployment, the host municipality, which is the municipality requesting the services, shall make every effort to provide a sergeant or higher-ranking officer to coordinate operations with the SCSRT Team Commander while in the field.

ARTICLE TWO: Duties of Personnel

1. The Chief of Police or designee in the host municipality shall retain ultimate responsibility for operational decisions and act as incident commander during any operation or team deployment.
2. Each officer assigned to the SCSRT shall wear the unit's approved uniform.
3. All custodial arrests or investigations shall be processed in a manner designated by the host agency.

4. In the case of a planned deployment for a warrant service or other planned event, the host agency shall prepare and distribute to all participating officers an operations plan for each deployment of a non-emergency nature.

ARTICLE THREE: Reimbursement and Liability

1. Each participating municipality agrees that it shall be responsible for its respective police department expenses incurred while participating in each deployment, whether that municipality's equipment and personnel was operating within or without its own jurisdiction. Any entitlement to reimbursement, except as stated herein, is hereby waived by the chief executive officer of each municipality that is a party to this agreement. Such expenses may include, but are not limited to:
 - a) The actual payroll (including overtime) cost to the municipalities of all personnel assigned;
 - b) The replacement cost of all equipment lost, destroyed or made unavailable for further service as a result of proper use in a SCSRT deployment. Nothing in this section waives a municipality's right to seek reimbursement for equipment lost or destroyed negligently, recklessly, willfully, or purposefully.
 - c) Fuel and maintenance for police vehicles;
 - d) The cost of repairing damaged equipment;
 - e) Awards for death, disability or injury to personnel arising as a result of services provided pursuant to this agreement to the extent that such awards exceed Worker's Compensation coverage;
 - f) Worker's Compensation claims as set forth in C.G.S. 31-275, et seq.;
 - g) Survivor's benefits as set forth in C.G.S. 7-323.
2. In the event outside funding becomes available to pay for the expenses of the municipalities operating under this agreement such funds shall be allocated among the participating municipalities on a proportional cost basis agreed to in advance. This does not include subrogation. The proportional cost basis may be adjusted to each deployment or initiative depending on the location of the host, number of personnel assigned to the deployment by each agency, etc.
3. The services performed under this agreement shall be deemed for public and governmental purposes, and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation under this agreement outside its boundaries.
4. Each municipality shall indemnify and hold harmless the other municipalities to this agreement from all claims, including, but not limited to, third party claims, for property damage or personal injury (including death) which may arise out of and be attributable to a municipality or to the actions of those acting on behalf of each municipality. Each town shall be liable only for their own percentage of negligence as determined by the courts or a jury.

ARTICLE FOUR: Appointment of a Depository Municipality, Pursuit of Regional Grant Initiatives, And Revenue Sharing/Usage

1. Appointment of a Depository Municipality; Functions of Depository Municipality
 - a) The Board of SCSRT shall mutually select a depository municipality from one of the members of SCSRT which shall receive and hold in trust for SCSRT all monies obtained by SCSRT from grants or other sources. Said monies shall be held in a special revenue account (hereafter, the "SCSRT Joint Account") or an account with like budgetary permissions that will allow the convenient use of said funds as needed by SCSRT. The depository municipality agrees, in furtherance of the goals of this agreement, to pass any ordinance or resolution required by its own municipal Charter in order to effectuate the creation of said SCSRT Joint Account.
 - b) Upon a request from any member municipality, the depository municipality shall provide an accounting of all funds contained in the SCSRT Joint Account.
 - c) Upon affirmative vote of two-thirds of the member municipalities, the depository municipality may be changed. Upon a vote to change the depository municipality, the prior depository municipality shall, within 60 days of said vote, turn over all funds and provide a full accounting to the successor depository municipality.
 - d) In the event that a depository municipality withdraws from SCSRT or no longer wishes to serve in said capacity, a successor depository municipality shall be appointed by the members of SCSRT. At such time, the prior depository municipality shall, within 60 days of said appointment, turn over all funds and equipment purchased with funds from the Shared Revenue Account to the successor municipality. The prior depository municipality shall, within 60 days, provide a full accounting, and an itemized list of transferred equipment to the successor depository municipality.
2. Pursuit of Regional Grant Initiatives, Development of Capital Goals
 - a) It shall be an essential function and purpose of SCSRT to pursue grants and other initiatives to raise monies in order to purchase capital resources to further the purposes of this agreement.
 - b) From time to time, and as necessary, SCSRT shall meet to develop a short-term (1 year) and long term (5-year) capital plan for the SCSRT. The monies raised pursuant to this agreement shall be utilized to further the capital goals set by SCSRT.
3. Revenue Sharing
 - a) All revenue raised and remitted to the SCSRT Joint Account shall be shared and used for the collaborative and joint purposes of the SCSRT. Nothing in this provision shall be construed to conflict with or alter the reimbursement or funding provisions of Article III regarding deployments.
 - b) Expenditures from the SCSRT Joint Account of \$500 or less can be made by the Team

Commander, without prior approval. All expenditures greater than \$500 from the SCSRT Joint Account shall require the unanimous vote of all SCSRT member municipalities in writing via electronic mail (e-mail).

- c) Any property obtained with funds from the SCSRT Joint Account shall be considered property of the depository municipality, held for the benefit of itself and all other SCSRT municipalities. No property obtained with monies from the SCSRT Joint Account or with funds attributable to said account shall be sold, modified, gifted, or otherwise transferred without the unanimous vote of all member municipalities in writing.
- d) Any depository municipality which misappropriates funds from the SCSRT Joint Account or otherwise disposes of property obtained with SCSRT funds in violation of this section shall be liable to all of the other member municipalities for the loss to SCSRT and any and all costs, including court costs and attorney's fees, incurred in recovering said funds or property from the depository municipality or any other third party.
- e) Funds from the SCSRT Joint Account are intended for equipment and services for the unit and shall not be used to pay salary or overtime to SCSRT members.

ARTICLE FIVE: Miscellaneous

1. The Chief of Police of the municipality providing assistance may, if necessary to protect the safety and well-being of said municipality, recall any personnel or equipment provided pursuant to this agreement.
2. Withdrawal from this agreement by any municipality hereto shall be made by thirty (30) days' written notice to all other municipalities but shall not terminate the agreement among the remaining municipalities.
3. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
4. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter, hereof.
5. This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors and assigns.
6. This Agreement shall be governed by and construed in accordance with the laws and relevant ordinances and regulations of the State of Connecticut and the participating municipalities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as follows:

TOWN OF LEDYARD

By: _____
Frederic B. Allyn, III, Mayor

TOWN OF WATERFORD

By: _____
Robert J. Brule, First Selectman