



# Fairfield County

## MUTUAL POLICE ASSISTANCE COMPACT

### Fairfield County Blue Plan

11/14/2023

WHEREAS, Title 7-277a, Title 10a-156b(f), and Title 7-148cc of the Connecticut General Statutes authorize municipalities and institutions to enter into agreements for mutual police assistance; and

WHEREAS, the undersigned municipalities/institutions find that general and emergency law enforcement needs can best be served by the creation of a regional approach to law enforcement, resulting in better coordination and less duplication in law enforcement efforts and;

WHEREAS, the undersigned municipalities/institutions find that a Mutual Police Assistance Compact is necessary in order to protect the safety and well-being of the respective municipalities/institutions and

WHEREAS, the undersigned municipalities/institutions wish to cooperate on mutual police assistance in furtherance of these goals under the terms of this compact;

NOW, THEREFORE, it is mutually agreed by and among the undersigned municipalities/institutions, by their respective chief executive officers duly authorized, to the following:

### **ARTICLE ONE: Provision of Personnel and Equipment**

1. The chief executive officers of the undersigned municipalities/institutions hereby delegate to the chiefs of police of their respective municipalities/institutions the authority to determine when the provision of police personnel and equipment best serves the purposes of this compact.
2. It is anticipated that personnel and equipment will be deployed pursuant to this compact in order to respond to routine operational calls for assistance and/or unique mutual aid teams with undertakings relative to public safety operations.
3. All such requests shall be made to the chief of police (or designee) of the municipality/institution from which assistance is sought. Each such request shall be logged by the sending and requesting municipality/institution.
4. Any municipality/institution providing assistance pursuant to this compact shall record the names and time of dispatch of all personnel assigned in response to a request for assistance. All such records shall be furnished to the receiving municipality/institution upon request.
5. During the deployment of personnel and equipment pursuant to this compact, the officers so deployed shall have the same powers, duties, privileges, and immunities as are conferred on the police officers of the municipality/institution requesting assistance.
6. During a request for assistance, the undersigned municipalities/institutions will provide available law enforcement personnel as they determine appropriate and reasonable, given their own staffing availability. Upon activating the "Fairfield County Blue Plan," municipalities will provide law enforcement personnel per that Plan.

### **ARTICLE TWO: Duties of Personnel**

1. Personnel assigned by their respective department to a deployment pursuant to this compact shall respond to the location to which they have been requested and place themselves under the direction of such requesting municipality's supervising officer. They shall assist as necessary and appropriate, consistent with direction, in accordance with law, as well as their own Department's rules of conduct.
2. Each officer deployed pursuant to this compact shall wear their own regular department uniform, except when the nature of the assignment requires otherwise.
3. All non-custodial arrests made pursuant to this compact shall be processed by the officer issuing the citation and summons. All custodial arrests shall be processed in the jurisdiction in which the arrest is made.

### **ARTICLE THREE: Reimbursement and Liability**

1. Each participating municipality/institution agrees that it shall be responsible for all of its own costs which have been incurred in providing assistance under this compact, whether that municipality's equipment and personnel were operating within or without its own jurisdiction. Such costs may include but are not limited to:
  - Damage incurred to vehicles, clothing, and equipment;
  - Awards for death, disability, or injury to personnel to the extent that such awards exceed Worker's Compensation coverage;
  - Worker's Compensation claims as set forth in C.G.S. 31-275 et seq.;
  - Survivor's benefits as set forth in C.G.S. 7-323e;
2. Each party shall remain liable for the defense, settlement, and/or judgment arising from any and all claims by third parties for property damage and personal injury (including death) which have arisen or are alleged to have arisen out of that party's conduct under the agreement, whether the alleged tortuous act took place within or without the party's respective jurisdiction.
3. The services performed, and expenditures made 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 in rendering emergency service outside its boundaries.
4. In the event that outside funding becomes available to pay for the expenses of the municipalities/institution operating under any part of this compact, such funds shall be allocated among the participating municipalities/institution on a proportional cost basis, i.e., the same ratio as any municipality's expenses bear to the total cost of the services provided hereunder.
5. Each municipality/institution shall be responsible for ensuring that each deploying officer is currently certified by POST or CSP and is in good standing.

### **ARTICLE FOUR: Miscellaneous**

1. Participation in this compact does not bind any municipality/institution to provide assistance to any specific request for a deployment except as agreed upon with the Fairfield County Blue Plan.
2. The chiefs of police (or designee) of the municipalities/institution providing assistance may at any time recall any personnel or equipment provided pursuant to this compact.
3. In accordance with CGS 7-277a, each chief of police (or designee) that requests or provides assistance pursuant to this compact shall inform the chief executive officer of the

municipality/institution served by such chief (or designee) of such request or provision of assistance.

4. Withdrawal from this compact by any municipality hereto shall be made by written notice to all other municipalities/institutions and shall not terminate the compact among the remaining municipalities.

**Effective Date and Term**

1. This Agreement shall be in effect when fully executed by two or more municipalities/institution’s Chief Executive Officer and Head Law Enforcement Officer of any of the participating municipalities/institutions.
2. This Agreement shall remain in force provided there are two or more participating municipalities/institutions. If a municipality/institution wishes to withdraw, it shall provide written notice of its intent to withdraw from the Agreement. Such notification shall state the effective termination date and be addressed to the Fairfield County Chiefs of Police Association Executive Board.

**Municipalities Enumerated within the Fairfield County Blue Plan**

Ansonia	Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield	Greenwich
Milford	Monroe	New Canaan	New Fairfield	Newtown
Norwalk	Orange	Oxford	Redding	Ridgefield
Seymour	Shelton	Stamford	Stratford	Trumbull
Western CT State University	Weston	Westport	Wilton	CSP Troop A
CSP Troop G				

# SIGNATURE PAGE

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This Agreement shall be effective when fully executed by two or more municipalities/institutions Chief Executive Officer and Head Law Enforcement Officer of any of the participating municipalities/institutions. This Agreement shall remain in force provided there are two or more participating municipalities/institutions.

Signature Page for the Municipality/Institution of: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: Town/Institution CEO

\_\_\_\_\_  
Printed Name: Chief of Police or Designee

\_\_\_\_\_  
Signature:  
Town/Institution's Chief Executive  
Officer

Date

\_\_\_\_\_  
Signature:  
Witness/Chief of Police or Designee

Date

#### **SIGNATURE PAGE INSTRUCTIONS:**

1. Each Chief Executive Officer and Head Law Enforcement officer will print and sign this signature page.
2. Each municipality will submit its completed signature page to the Fairfield County Chiefs of Police Executive Board as soon as possible.
3. Upon receipt of all signature pages, they will be combined into one master document and shared with each municipality/institution.