

**CHAPTER 12, ARTICLE VI - METRO POLICE SERVICES AGREEMENT**

**BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF WINDSOR:**

Chapter 12, Article VI, of the *Windsor Code* is adopted to read as follows:

**Section 1- Adoption of Metro Police Services Agreement.**

Pursuant to *Connecticut General Statutes* Section 7-148cc, the Town of Windsor acting through the Windsor Town Council, adopts the following Metro Police Services Agreement:

TOWNS OF SOUTH WINDSOR, MANCHESTER, COVENTRY, GLASTONBURY,  
WINDSOR, EAST WINDSOR, VERNON, ENFIELD, WINDSOR LOCKS  
NON-EMERGENCY INTERAGENCY AGREEMENT

Attached hereto and incorporated herein as Exhibit A.

**Section 2 - Savings Clause.**

The enactment of this Ordinance shall not operate as an abatement of any action or proceeding previously taken, now pending, or taken prior to the effective date of this Ordinance. All said actions and proceedings are hereby ratified to be continued.

**Section 3 - Severability.**

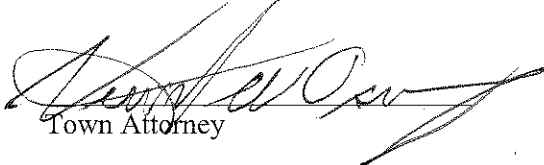
All provisions of the *Town Code* in conflict herewith are hereby repealed and that if for any reason, any word, clause, paragraph, or section of this Ordinance shall be held to make the same unconstitutional, this Ordinance shall not hereby be invalidated and the remainder of the Ordinance shall continue in effect. Any provision herein which is in conflict with the *Connecticut General Statutes* is hereby repealed, it being understood that said statutes shall take precedence over this Ordinance.

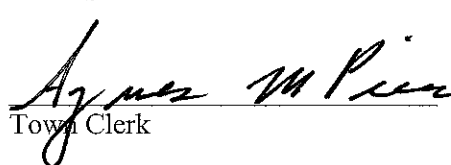
**Section 4 – Effective Date.**

This Ordinance shall become effective ten (10) days after publication in a newspaper having circulation in the Town of Windsor.

APPROVED AS TO FORM:

ATTEST:

  
Town Attorney

  
Town Clerk

Distributed to Town Council: 3/16/09

Public Hearing Advertised: 3/20/09

Public Hearing: 4/6/09

Adopted: 4/6/09

Advertised: 4/10/09

Effective Date: 4/20/09

## **Metro Police Services Agreement**

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 any special act, charter, or home rule ordinance upon entering into an agreement to such effect with other municipalities;

WHEREAS, C.G.S §7-148cc requires that any such agreement be approved by each participating municipality in the same manner as ordinances are approved or, if no ordinances are approved, in the same manner as the budget is approved;

WHEREAS, the undersigned municipalities recognize the benefits of joining together for the performance of law enforcement and police services;

WHEREAS, the undersigned municipalities find that entering into such an agreement is necessary and beneficial for the delivery of more effective and efficient police services to the citizens of their respective municipalities and have followed the approved process outlined above; and

WHEREAS; the undersigned municipalities wish to cooperate in the joint performance of law enforcement and police services by granting full powers of arrest to full-time sworn police officers of participating municipalities.

NOW, THEREFORE, it is agreed by and between the municipalities signing this agreement by their respective chief executive officers, duly authorized, as follows:

- 1) The undersigned municipalities hereby grant to all full-time sworn police (peace) officers, as defined in subdivision (9) of section 53a-3 of the Connecticut General Statutes, from other municipalities participating in this agreement ("participating municipalities") the power to act or arrest, without previous complaint or warrant, any person for any offense when such offense is committed in their presence or upon speedy information of others.
- 2) The Police Chiefs of the municipalities participating in this agreement shall constitute an oversight board for the administration and performance as outlined in this agreement. This board is authorized to administer the processes and procedures of this agreement and may modify these procedures as necessary to insure efficient and effective operation.
- 3) The services performed under this agreement shall be deemed to be for public and governmental purposes, and all immunities from liability enjoyed by the municipality within its boundaries shall be extended to its participation under this agreement outside its boundaries.
- 4) Any police officer as defined in subsection (1) of this agreement shall have the same powers, duties, privileges and immunities as are conferred on the police officers of any participating municipality in whose jurisdiction he/she is operating.
- 5) Each participating municipality agrees that it shall be responsible for all costs it incurs as a result of participation in this agreement, whether monetary or in the form of goods or services. Such costs may include, but are not limited to:

*Meiro Police Services Agreement*

- a) The actual payroll, including overtime, of the agency's personnel participating in this agreement.
  - b) The replacement or repair cost for any equipment lost, destroyed, damaged or made unavailable as a result of acting under the terms of this agreement.
  - c) Fuel and maintenance costs for any vehicles and equipment.
  - d) Training costs arising from participation in this agreement.
  - e) Worker's Compensation claims pursuant to Connecticut General Statutes §§31-275 through 31-355a.
  - f) Awards for death, disability, injury to employees acting under this agreement or 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) Costs arising from agreements, contracts or obligations the municipality entered into prior to entering this agreement.
- 6) Each participating municipality shall indemnify and hold harmless the other municipalities participating in this agreement from all third party death, injury or property damage claims arising from, and solely identifiable to, the negligent acts of one or more of the participating municipalities. Each municipality is liable only for its percentage of liability as determined by the courts in instances where the identity of the negligent actor cannot be determined.
- 7) Not later than five (5) years from [ *fixed date to be agreed upon* ] and every five (5) years thereafter, the effectiveness of this agreement shall be reviewed by the body which approved the agreement for each participating municipality.
- 8) 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 the compact.

IN WITNESS WHEREOF, the parties hereto have executed this compact on the dates affixed by their signature.

**TOWN OF SOUTH WINDSOR:**

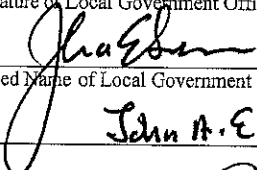
Signature of Local Government Official <i>Matthew B. Galligan</i>	Date <i>1/23/09</i>	
Printed Name of Local Government Official <i>MATTHEW B. GALLIGAN</i>	Title <i>Town Manager</i>	Local Authorizing Act/ <del>Resolution</del> /Ord <i>Vote 6/20/2005</i>

**TOWN OF MANCHESTER:**

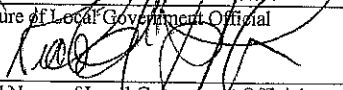
Signature of Local Government Official <i>Scott Shaney</i>	Date <i>2/2/09</i>	
Printed Name of Local Government Official <i>Scott Shaney</i>	Title <i>General Mgr.</i>	Local Authorizing Act/Resolution/Ord

Metro Police Services Agreement

**TOWN OF COVENTRY:**

Signature of Local Government Official 	Date 12/16/08	
Printed Name of Local Government Official John A. Elscasser	Title Town Manager	Local Authorizing Act/Resolution/Ord Council vote on 12/15/08

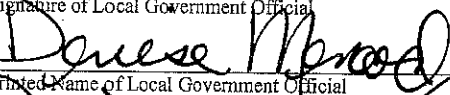
**TOWN OF GLASTONBURY:**

Signature of Local Government Official 	Date 1-15-09	
Printed Name of Local Government Official Richard J. Johnson	Title Town Manager	Local Authorizing Act/Resolution/Ord Council vote 1-13-09

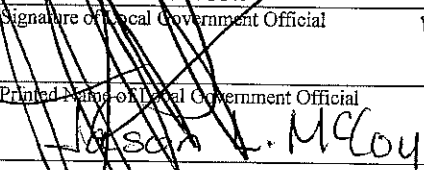
**TOWN OF WINDSOR:**

Signature of Local Government Official	Date	
Printed Name of Local Government Official	Title	Local Authorizing Act/Resolution/Ord

**TOWN OF EAST WINDSOR:**

Signature of Local Government Official 	Date 12/30/2008	
Printed Name of Local Government Official DENISE MENARD	Title FIRST Selectman	Local Authorizing Act/Resolution/Ord Town Meeting Vote 12/30/2008

**TOWN OF VERNON:**

Signature of Local Government Official 	Date 12/4/08	
Printed Name of Local Government Official Jason L. McCoy	Title Mayor	Local Authorizing Act/Resolution/Ord see attached

**TOWN OF ENFIELD:**

Signature of Local Government Official	Date	
Printed Name of Local Government Official	Title	Local Authorizing Act/Resolution/Ord

**TOWN OF WINDSOR LOCKS:**

Signature of Local Government Official	Date	
Printed Name of Local Government Official	Title	Local Authorizing Act/Resolution/Ord