



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
OFFICE OF THE COMMISSIONER

May 17, 2013

Norman Needleman, First Selectman
Town Hall
29 West Avenue
Essex, CT 06426

Dear First Selectman Norman Needleman:

Enclosed please find the Town's fully executed copy of the Resident Trooper Contract for the period July 1, 2013 through June 30, 2015 for your files.

Please note that the updated A&O Manual is also provided on a compact disc. Please return the signed receipt to our office.

Should you have any questions concerning this matter, please do not hesitate to call this office at (860) 685-8150.

Sincerely,

A handwritten signature in black ink, appearing to read "Henri Alexandre".

Henri Alexandre, Esq.
Legal Affairs Unit

Enclosure

Electronic copy to: Colonel Danny Stebbins
Lt. Col. Robert Corona
Major Brian McLean
Lt. Mark Cassista
Kathy Duffy

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

TOWN OF: Essex

TOWN ADDRESS: 29 West Avenue
Essex, CT 06426

FOR THE SERVICES OF RESIDENT STATE POLICE TROOPERS

TOWN FEIN#: 06-6002017 AGREEMENT NUMBER: 2000/261

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

In consideration of the Town of Essex (hereinafter the "Town"), acting through its Chief Executive Officer (hereinafter the "Town CEO"), duly authorized, paying all costs pursuant to Connecticut General Statutes 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, hereby agrees to provide the Town of Essex with the services of one (1) Resident State Police Trooper(s) during the above-referenced contract period.

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

I. Law Enforcement Operations and Activities

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

1. Except for terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act (hereinafter "the MERA") and/or are contained within any collective bargaining agreement between the Town and the town 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"). Copies of the Manual shall be provided to the Town CEO and each police officer or constable of the Town who shall be responsible for compliance therewith. The Town shall ensure that each police officer or constable in the Town provides a signed copy of the form attached hereto

as Exhibit A evidencing such town police officer's or constable's receipt of the Manual and his or her understanding that he or she is responsible for adhering to its provisions, excepting only those terms and conditions that conflict with the Town's obligations under the MERA and/or are contained within any collective bargaining agreement between the Town and the constables' or officers' collective bargaining representative.

2. The Town shall promptly advise the State Police in writing of any terms and conditions of the current Manual which the Town reasonably believes conflict 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 Town shall attempt to negotiate terms and conditions consistent with the performance standards and other provisions of the Manual.

B. Patrol Activities and Assignments

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

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 Town 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 Town police investigative records shall be maintained by the Department of Emergency Services and Public Protection. All investigative reports shall be prepared, formatted and submitted in the manner approved by State Police. The Town shall be responsible for providing network access to the State Police records management system in accordance with the requirements of the State Police.

E. 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 his 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.

F. Telecommunications

The Town 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. 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 Town assumes all liability for any injuries or damages caused thereby.

H. 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 the Town that require state police services outside the scope of this agreement 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 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 Town shall retain administrative responsibility for its 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 Town 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 Town CEO. The Town CEO 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 Town and the constables'/officers' collective bargaining representative, if any. 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 Town.

C. Evaluations

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

1. The Town recognizes 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 the Town and the constables' or officers' collective bargaining representative, the Resident State Police Supervisor or Trooper, if applicable, and the Department of Emergency Services and Public Protection shall provide recommendations to the Town CEO concerning the periodic evaluation of the work performance of Town police officers or constables.

3. The Town 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 files 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 Town agrees to reimburse the State Police for the cost of compensation, maintenance and other expenses, including reasonably necessary overtime costs, for its assigned Resident State Police Supervisor or Trooper(s), as applicable, consistent with the provisions of Connecticut General Statutes Section 29-5, in accordance with the following:

1. The State Police shall invoice the Town 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.
2. The 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 the Town disputes all or a portion of a pending invoice, it shall be the responsibility of the Town CEO to notify the State Police in writing before payment is due.
3. 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.

IV. Risk of Loss and Indemnification

- A. The Town assumes 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.

The 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, the 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 execute Exhibit A, attached hereto.

1. For the period covered by this Contract, the 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 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, 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 each Resident State Police Supervisor or Trooper, as applicable, exercising his or her 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, and not the Town, 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 ESSEX

Name Norman M. Needleman, First Selectman
Street 29 West Avenue, Essex, CT 06426
City/Town, Connecticut

If to the Department of Emergency Services and Public Protection:

Commissioner
Department of Emergency Services and Public Protection
1111 Country Club Road
Middletown, CT 06457-9294

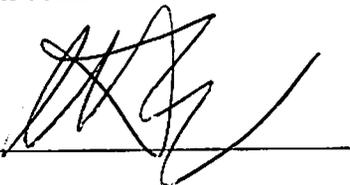
VI. Governor's Executive Orders

This Agreement 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 Agreement as if they had been fully set forth in it. This agreement 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. Termination

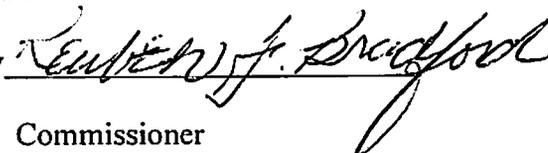
This Contract shall remain in full force and effect for the entire term of the Contract period stated above unless sooner terminated by either the Town or the State Police by providing thirty (30) days prior written notice of its intent to terminate the Contract.

Town of Essex

By 

Its
Duly Authorized

State of Connecticut
Department of Emergency Services
and Public Protection

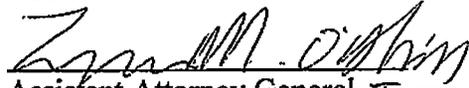
By 

Commissioner

Date: _____

Date: 4-11-13

Approved as to Form:



Assistant Attorney General Terrence M. O'Neill
Office of the Attorney General

Date: 4/15/13



Selectmen's Office

www.essexct.gov

Norman M. Needleman, First Selectman

Email: nneedleman@essexct.gov

Board of Selectmen:

Stacia R. Libby

Joel B. Marzi

Essex Town Hall

29 West Avenue

Essex, Connecticut 06426

Telephone: 860-767-4340

Fax: 860-767-8509

Signatory Authorizing Resolution

I, Frances D. Nolin, the duly qualified and Town Clerk of the Town of Essex, a municipality organized under the laws of the State of Connecticut, do hereby certify that the following is a full and true copy of a resolution adopted at a regular meeting of the Board of Selectmen of the Town of Essex, duly held on the 3rd of April 2013, and is on file and of record, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Resolved that Norman M. Needleman, First Selectman is authorized to execute a contract on behalf of the Town of Essex with the Connecticut Department of Public Safety, Division of State Police for the services of one (1) Resident State Trooper for the period of July 1, 2013 to June 30, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Essex this 4th day of April, A.D. 2013.

Frances D. Nolin, Town Clerk

Exhibit A

**RESIDENT STATE TROOPER ADMINISTRATION & OPERATIONS MANUAL
ACKNOWLEDGEMENT OF RECEIPT**

I, Norman M. Needleman, have received a copy of the Resident State Trooper Administration and Operations Manual and understand that as a local officer/constable in the Town of Essex, I am responsible for complying with the provisions of this Manual not governed by either any collective bargaining agreement between the Town and the constables' or police officers' collective bargaining representative or terms and conditions that conflict with the Town's obligations under the Connecticut Municipal Employee Relations Act.

Signature

4/8/13
Date

cc: Official Personnel File



STATE OF CONNECTICUT
 DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
 DIVISION OF STATE POLICE



**Resident Trooper
 A&O Manual (CD-ROM) Receipt**

My Signature below certifies that on the date specified below, I was issued or have available to me, a copy of the Resident Trooper edition (to GO 13-03 inc.) of the A&O Manual CD-ROM. I further recognize that the term "Trooper" also refers to all officers, constables, or those under the auspices or direct supervision of the Department of Emergency Services and Public Protection, Division of State Police.

at Essex
 Troop/Unit/Office

DATE: May 22, 2013

PRINT NAME: Norman M. Needleman, First Selectman

SIGNED: _____ Employee # _____

WITNESSED BY: Maria Juarelli ID # _____

Return to: Research and Planning
 Cc: Official Personnel File

1111 Country Club Road
 Middletown, Connecticut 06457-2389

An Affirmative Action/Equal Employment Opportunity Employer