

Agreement for Police, Water, and Wastewater Services

St. Albans City and St. Albans Town

January, 2023

THIS AGREEMENT, is made this ____ day of _____, 2023 by and between the Town of St. Albans, a Vermont municipality located in Franklin County, and the City of St. Albans, a Vermont municipality located within the boundaries of the Town of St. Albans, hereinafter, known respectively as the Town, the City, the Municipalities, or the Parties.

WHEREAS, the duly elected Town Selectboard and City Council have general supervisory authority over the affairs of their respective Municipalities; and

WHEREAS, the City of St. Albans Police Department provides comprehensive police services that serve the public good and fulfill an essential municipal function; and

WHEREAS, the City of St. Albans Water and Wastewater Departments provide water and wastewater services within the City and Town of St. Albans; and

WHEREAS, the water and wastewater services serve the public good and fulfill an essential municipal function; and

WHEREAS, the Town has no long-term commitment for the delivery of police and/or water and wastewater services in the Town of St. Albans; and

WHEREAS, there is a long standing dispute between the Town and the City concerning access to water and wastewater services to properties located within the Town; and

WHEREAS, the Town maintains that properties within the Town should have access to water and wastewater services on the same terms and conditions as properties located within the City; and

WHEREAS, the Town is willing to resolve this dispute under the terms and conditions set forth in this Agreement; and

WHEREAS, the City is willing to provide the Town with police, water, and wastewater services under the terms and conditions set forth in this Agreement; and

WHEREAS, it is the mutual goal of the Selectboard and City Council that the Police, Water, and Wastewater departments serve both communities in an efficient and effective manner that maintains trust and inspires public confidence; and

WHEREAS, the Parties now wish to enter this Agreement for the City to provide the Town with police, water, and wastewater services.

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the City hereby agree as follows:

1. Term

The initial term of this Agreement shall be ten (10) years (the “Initial Term”). This Agreement shall renew for another ten (10) years at the conclusion of the Initial Term (the “Renewal Term”). After the Initial Term, either Party may terminate the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement upon three (3) years’ notice pursuant to Section 13 herein. The Parties agree that the term of this Agreement shall be for a minimum of thirteen (13) years. At the conclusion of the Renewal Term, this Agreement will automatically renew and continue for a perpetual term, unless it is terminated upon three (3) years’ notice pursuant to Section 13 or renegotiated. The timelines referenced in this section shall be measured from the start of service.

2. Start of Service

The St. Albans Police Department shall begin serving the Town on July 1, 2024. Police service may commence earlier by mutual agreement of the Parties. Whenever police services commence, but no later than July 1, 2024, water and wastewater services shall also commence as described in Section 4.

3. Police Services

In consideration of the Town’s payment of funds described herein, the City shall provide the following police services: 24-hour, 365 days per year police protection, response, prevention, law enforcement, investigation, education, police emergency response, community justice, animal control, and police dispatch services. It is the intent of the Parties that at all times during the term of this Agreement, the City shall provide to the Town residents substantially the same standard of public protection and police services that are provided to City residents. This Section is not to be construed as requiring equal police services on an hour-by-hour basis in the Town and City. The Chief of Police will dictate patrol schedules as appropriate in the interest of public safety.

4. Water and Wastewater Services

Upon execution of this Agreement, the City shall amend its Water and Wastewater Allocations Ordinance to eliminate the Affiliation Fee to Town users with an effective date of July 1, 2024, and conditioned upon the commencement of police services in the Town per this Agreement. Water and wastewater services shall be provided to properties within the Town on the same terms and conditions as these services are provided to the properties within the City, in accordance with the Water and Wastewater Allocations Ordinance, as amended. During the term of this Agreement, or any renewal thereof, the City shall not reinstitute or impose a moratorium or similar ordinance that in any way limits providing water and sewer services to Town.

5. Pre-existing Affiliation Fee Agreements

Properties that receive water and wastewater allocation under the affiliation fee program prior to commencement of police services shall no longer be required to pay affiliation fees upon commencement of the shared police services start of service. In FY 24, the fiscal year prior to commencement of the shared services under this Agreement, the affiliation fee shall be reduced by half.

6. Service Area

The service area for the St. Albans Police Department shall consist of the City and Town of St. Albans. No other municipality may be covered by the Police Department without the agreement of the City Council and the Selectboard.

7. Joint Police Board

For so long as this Agreement is in effect, unless mutually agreed by the Parties, there shall be a Joint Police Board (JPB). The JPB shall consist of six members: three members appointed by the City Council (City Members) and three members appointed by the Town Selectboard (Town Members). The members shall serve at the discretion of their respective appointing legislative bodies. The JPB shall be an advisory board charged with reviewing the annual budget of the Police Department. The JPB shall meet at least twice a year and more often as necessary or requested and shall receive regular financial reports on the Police Department and such other reports and information as the Chair requests. The JPB shall be a public body under Vermont's Open Meeting Law, initially chaired by a City Member. The role of chair shall alternate annually between a City Member and a Town Member. The Council shall appoint the City Member chair and the Selectboard shall appoint the Town Member chair. The JPB shall not have authority over personnel, performance, or service issues except as related to the finances of the Police Department. The first meeting shall occur no later than November of 2023 to review the first budget under this Agreement.

8. Personnel Management

All personnel, equipment, and facilities necessary for the proper performance of police services shall be provided by the City. All persons providing Police Services shall be subject to the control, direction, and supervision of the City.

The Chief of Police shall be an employee of the City and shall be supervised by the City Manager. However, the City Manager shall seek input from the Town Manager in the evaluation and management of the Chief. The Chief, Town Manager, and City Manager shall meet at least once every six months to discuss the status, quality, and execution of Police Services in the City and Town.

The Town of St. Albans shall participate in the selection process of a new Chief with equal participation in any selection committees.

9. Cost of Service

The Municipalities shall share equally in the cost of Police Services. The Town shall be assessed the cost of Police Services by calculating fifty percent (50%) of the direct and indirect costs and expenses for Police Services as described herein and set forth in the City's annual budget. Direct costs shall include: police department salaries, wages, benefits, equipment, supplies, worker's compensation insurance, property and casualty insurance, general liability insurance, training, vehicles, technology, communications, and facilities including the police station and dispatch infrastructure. Indirect costs shall include a percentage of human resources, financial management, information technology, legal, and other costs as permitted by generally accepted accounting principles, and as allocated to the Police Department through the budget development process.

The equal cost share shall be calculated on a net revenue basis so that any non-tax revenue sources such as grants or fees for police services will accrue equally to both the City and the Town.

A quarterly bill for police services shall be provided by the City to the Town based on the annual police budget. In year two, and every year thereafter, the City and Town will reconcile the actual costs compared to the budgeted amount the Town was billed for and a true up will be included in the next quarterly bill for over or under payments from the previous fiscal year. The City will make all reasonable efforts to stay within any approved budget; however, any surpluses or deficits in the Police Budget shall be shared equally between the City and the Town.

10. Pre-contract Start-Up Costs

In preparation for the July 1, 2024 start of service, the City will incur start-up costs for recruitment, hiring, and training of four additional police officers one additional cruiser; and equipment and insurance for said new officers and cruiser; and other start-up costs as mutually agreed to by the Parties. The Town will be responsible for 100% of these costs as invoiced by the City. Start-up costs shall not include new officers that are backfilling vacancies in the call force.

11. Police Advisory Board

The existing Police Advisory Board (PAB) shall be modified by virtue of this Agreement to include the expanded service area and to include appointments of City and Town residents. The PAB shall consist of City resident members appointed by the City Council and Town resident members appointed by the Town Selectboard. The members shall serve at the discretion of their respective appointing legislative bodies. Appointments by the City

Council and the Town Selectboard will alternate as existing membership terms expire. The goal shall be to obtain and maintain an equal representation on the PAB between City and Town residents.

12. Insurance

The St. Albans Police Department and all associated operations shall always be covered under the City's general liability insurance policy.

13. Termination

A notice of intent to terminate this Agreement may only be delivered to the other Party after the Initial Term and must provide not less than three (3) years' notice of termination. The parties may choose to follow the dispute resolution mechanism within this Agreement or may allow the Agreement to terminate by mutual agreement. A Party may provide notice of intent to terminate this Agreement in accordance with this Section by reason of any of the following events: the dissolution of either municipality; a new agreement that supersedes this Agreement; or establishment of a Town police department.

14. Dispute Resolution

The Parties agree that claims or controversies arising out of this Agreement will be ultimately settled by binding arbitration. Prior to instituting an arbitration proceeding, the primary method of dispute resolution regarding a claim or controversy arising out of this Agreement shall be through negotiation and collaboration among the Town Manager, City Manager, and/or Chief of Police. Disputes that cannot be resolved at the staff level shall be forwarded to a six member board with three members appointed by Selectboard and three members appointed by the City Council. The Dispute Resolution Board shall act through the concurrence of a majority of its members and this decision shall be final. If a concurrence of a majority of its members is not reached, the dispute shall be resolved through arbitration, the costs of which shall be an expense of the Police Department and shared equally.

15. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. If any provision of this Agreement shall be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

16. Assignment

Neither party shall assign this Agreement or any interest hereunder without the written approval of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective approved successors and assigns.

17. Notice

Any notice required under this Agreement shall be in writing and delivered to the Town Manager or City Manager. In case of a vacancy, notice shall be delivered to the Mayor or Selectboard Chair. Notice may be provided through email or hard copy to current address.

Acknowledgment of Arbitration.

The Parties understand that this Agreement contains an agreement to arbitrate. After signing this document, each party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of Constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator or arbitrators.

Town of St. Albans

City of St. Albans

_____, date _____

Carrie Johnson, duly authorized agent

_____, date _____

Dominic Cloud, duly authorized agent