

## **Police Services Agreement**

THIS AGREEMENT, made this 11th day of July, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

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

WHEREAS, the Essex Police Department (“Essex PD”) has provided police services, including law enforcement, protection, community justice, dispatch, and emergency services (collectively described as “Police Services”) to the Town, including the former Village of Essex Junction; and

WHEREAS, the Police Services provided by Essex PD serve the public good and fulfill an essential municipal function; and

WHEREAS, it is the mutual goal of the Municipalities that the Essex PD serve both communities and maintain their trust and support; and

WHEREAS, the Town is willing to provide the City Police Services on the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties now wish to enter into this Agreement for the Town to provide Police Services of the Essex PD to the City of Essex Junction;

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. This Agreement shall be renewable for another five (5) years (Extended Term) at the conclusion of the Initial Term provided neither Party terminates the Agreement by providing the other Party with a formal Notice of Intent to Terminate the Agreement (See Section 11 herein) or the Parties enter into a new or revised agreement. This Agreement will continue to be renewable for an unlimited number of Extended Terms, until it is terminated pursuant to Section 11 herein.

2. Agreement Review.

The Parties hereby agree to review this Agreement if requested by either Party in either a joint meeting of the Selectboard and the City Council or a meeting of their representatives. In addition to any requested reviews, the Parties shall meet to review this Agreement, including whether the allocation of costs on a per capita basis remains an appropriate metric, on or about the second anniversary of its effective date, and every three years thereafter.

3. Cost and Payment.

The City shall be assessed the cost of the Police Services by calculating, on a per capita basis, its share of the direct and indirect costs and expenses for the Police Services described herein as set forth in the Town's voter approved annual budget. The City agrees to pay the Town the assessed cost for the Police Services described herein based upon the Town's approved annual budget on a quarterly basis or on such other schedule as mutually agreed upon by the Parties. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, worker's compensation insurance, property & casualty insurance, liability insurance, training, vehicles, technology, communications; as well as costs associated with operating the police facility to include, but not be limited to, heat, electricity, water and sewer, and buildings and grounds. The City shall be assessed an additional 3.5% of the direct costs to support indirect police related expenses. The intention is to support administration costs, human resources costs, Information Technology (IT) costs, finance costs and other mutually agreed upon costs related to the operations of the police department. The per capita basis shall be reassessed every ten years when new census data is released by the US Census Bureau.

In year two and every year thereafter, no later than the Town's billing for the second quarter of each fiscal year, the Town will reconcile the actual costs compared to the budgeted amount that the City was billed for, and a true up will be included in the bill for under or over payments from the previous fiscal year.

If an audit reveals a discrepancy in what was paid by the City and what actual costs should have been paid on a per capita basis, then the City shall be either credited any amount overpaid during the ensuing fiscal year, or the City shall make payment on any underpayment in the next fiscal year as part of its quarterly installments. The Town will make all reasonable efforts to stay within any approved budget.

An anticipated fee for Police Services shall be provided by the Town to the City in advance of any City budget meeting such that the City may include the costs of

these services in its budget. The Town shall provide the City a detailed Police Services budget that, shall be in such form, and contain such level of detail, as is mutually agreed upon by the Selectboard and the City Council, and at a minimum, shall include revenue and expenses for the Police Services to be provided.

Upon request and with reasonable advance notice, a Town representative familiar with the proposed budget shall appear at any City Council meeting where there will be a discussion of the budget to answer any questions. The Town shall make expenditures consistent with the Police Services budget as presented and approved. The Town will advise the City of any material changes to an approved budget. For purposes of this agreement, a material change shall be a change of more than ten percent (10%) of the approved budget.

The Municipalities recognize that a natural disaster (defined as a major, adverse, naturally occurring event such as a flood, wildfire, earthquake, hurricane or tornado) impacting the Municipalities may cause the Essex PD to exceed budgeted operating revenues. The Town agrees to apply for any possible State or Federal grant funding that may be available to cover budget overruns that arise out of a natural disaster.

#### 4. Level of Service; Changes in Service.

In consideration of the City's payment of funds, described above, the Town shall provide the City with all of the following "Police Services": (1) 24-hour, 365-days per year police protection, response, prevention, law enforcement, investigation services, education, emergency response services (generally referring to action taken in response to an unexpected and dangerous occurrence in an attempt to mitigate its impact on people, property or the environment. Emergency situations can range from natural disasters to hazardous materials problems, transportation incidents and a wide range of manmade emergencies.), animal control, community justice, and dispatch services. Dispatch services shall include Essex Junction Public Works, and Essex Junction Fire Department.

The Town will include in the annual budget for Police Services funds for special events planned in advance of the date by which the Town provides the budget to the City. For special events that are not planned in advance and require overtime pay, the Municipality hosting such event shall be responsible for payment of those overtime costs. Special events include, but are not limited to, parades, community gatherings, holiday events, but do not include school crossings.

In the event either Party seeks to modify the agreed upon level of service, either by increasing services provided, eliminating an existing service, or if the Essex PD

seeks to expand services into another municipality, the Party requesting the change shall provide the other Party with a written description of the proposed change(s) and the rationale for the same. The Parties shall meet at a joint meeting of the Selectboard and City Council to discuss the budgetary and other consequences of any proposed change. No change in the agreed upon level of service shall occur within the fiscal year when the change is first proposed unless mutually agreed upon. In the event the Town voters fail to approve a proposed budget, and the budget failure necessitates a reduction in the budget for Police Services, there will be a concomitant reduction in the level of service. If the Town changes the level of service that benefits the Town only, the City will not be responsible for payment towards the costs of such service. Likewise, if the City desires an additional service that benefits the City only, the City will be responsible for payment for those additional services.

#### 5. Personnel Management

All equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Town and all persons providing the Police Services shall be subject to the exclusive control, direction and supervision of the Town.

The Chief of the Essex PD (“Police Chief”) shall be an employee of the Town and shall be supervised by the Town Manager. However, the Town Manager shall seek input from the City Manager in the evaluation of the Police Chief and in the hiring of any new Chief. The Town Manager shall also accept input from and cooperate with the City Manager. The Police Chief, Town Manager, and City Manager shall meet at least once every six months to discuss the status, quality and execution of Police Services by the Essex PD.

The Police Chief and City Manager shall cooperate in the creation, modification and execution of any City emergency response plans. The Chief shall have control over the execution of the emergency response plan.

#### 6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should the Town form a Police Advisory Board (“Advisory Board”) in the future, the City shall be afforded reasonable representation on the Advisory Board.

#### 7. Insurance.

The Essex PD shall at all times be covered under the Town's general municipal liability insurance policy.

8. Compliance with Law.

The Essex PD shall at all times comply with all local, state, and federal laws, ordinances, orders and regulations in connection with its operations.

9. Necessary Actions.

The Town and the City hereby agree to take or cause to be taken such further actions, if any, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

10. Bond.

The City shall continue to make payments, in the same manner as has been historically made, with the tax rate being established based on the budgeted bond payment for the year spread across the combined grand list of the two municipalities, on the Bond for the police station issued by the Vermont Municipal Bond Bank, 2017 Series 4 Refunding Bonds, in the current approximate total outstanding amount of Six Million One Hundred Forty-Six Thousand Six Hundred Eighty-Nine Dollars (\$6,146,689.00). This obligation shall continue notwithstanding termination of this Agreement.

11. Termination.

A Notice of Intent to Terminate this Agreement must be delivered to the other Party not less than three (3) years nor more than four (4) years prior to the end of either the Initial Term or Extended Term. Should one Party notify the other that it intends to terminate this Agreement, then the Parties agree to enter into a mediation with an agreed upon mediator. The Parties shall split the costs of the mediator, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

This Agreement may also terminate upon any of the following events:

- a. The dissolution or insolvency of either of the Municipalities; or
- b. The Parties enter into a new written agreement which expressly supersedes this Agreement; or

- c. At such time that the City has notified the Town that it has established a municipal Police Department that performs the Services, for which notice shall be provided to the Town a minimum of two years in advance.

12. Effects of Termination

Upon the termination of this Agreement all obligations of the Parties shall cease except for those obligations created by or pursuant to Section 10.

13. Amendment.

This Agreement may be amended or modified by mutual written agreement of the Parties.

14. Notice.

Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the City Council.

To the Town of Essex:      Town of Essex Selectboard  
   81 Main Street  
   Essex Junction, VT 05452-3209

To City of Essex Junction:  
   City of Essex Junction City Council  
   2 Lincoln Street  
   Essex Junction, VT 05452

15. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

16. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute, unless such dispute involves an immediate disruption to police services. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division.

17. Entire Agreement.

This Agreement represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

18. Assignment; Binding Agreement.

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 successors and assigns.

19. No Waiver.


No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

20. Captions.

The captions or marginal words are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provisions hereof.

DATED this 11 day of July, 2022.

TOWN OF ESSEX

By:   
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By:   
Its Duly Authorized Agent

Signature:   
Email: tgetchell@essex.org