



VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
SPECIAL MEETING AGENDA

Online and 81 Main Street
Essex Junction, VT 05452
Monday, September 20, 2021
6:30 PM

E-mail: manager@essexjunction.org

www.essexjunction.org

Phone: (802) 878-6951

This meeting will be held both remotely and in person. Available options to watch or join the meeting:

- WATCH: the meeting will be live-streamed on Town Meeting TV.
JOIN ONLINE: Join Microsoft Teams Meeting. Depending on your browser, you may need to call in for audio (below).
JOIN CALLING: Join via conference call (audio only): (802) 377-3784 | Conference ID: 697 059 494#
PROVIDE FULL NAME: For minutes, please provide your full name whenever prompted.
CHAT DURING MEETING: Please use "Chat" to request to speak, only. Please do not use for comments.
RAISE YOUR HAND: Click on the hand in Teams to speak or use the "Chat" feature to request to speak.
MUTE YOUR MIC/TURN OFF VIDEO: When not speaking, please mute your microphone on your computer/phone.

- CALL TO ORDER [6:30 PM]
AGENDA ADDITIONS/CHANGES
APPROVE AGENDA
PUBLIC TO BE HEARD
a. Comments from Public on Items Not on Agenda
BUSINESS ITEMS
a. *Discussion of tentative agreements about shared services between Town of Essex and independent City of Essex Junction
b. **Discussion about personnel
CONSENT AGENDA
a. Consider approval of revisions to Agreement for the Development and Operation of the Community Outreach Program (Selectboard only)
b. Consider approval of 2A banner and waiver of fee for Village and Town Out & About event (Trustees only)
READING FILE
a. Board member comments
b. List of Boards/Committees/Commission openings
c. Update on shared priorities from June strategic planning session
d. Out & About event information October 2-3, 2021
e. Upcoming meeting schedule
EXECUTIVE SESSION
a. *An executive session may be needed to discuss negotiation of contracts and agreements between the Town of Essex and Village/City of Essex Junction
b. **An executive session may be requested to discuss the employment of public employees
ADJOURN

Members of the public are encouraged to speak during the Public to Be Heard agenda item, during a Public Hearing, or, when recognized by the Chair or President, during consideration of a specific agenda item. The public will not be permitted to participate when a motion is being discussed except when specifically requested by the Chair or President. This agenda is available in alternative formats upon request. Meetings, like all programs and activities of the Village of Essex Junction and the Town of Essex, are accessible to people with disabilities. For information on accessibility or this agenda, call the Unified Manager's office at 878-1341 TTY: 7-1-1 or (800) 253-0191.

Certification: 9/17/2021 [Signature]

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
Cc: Marguerite Ladd, Assistant Manager; Bill Ellis, Town Attorney; Claudine Safar, Village Attorney
From: Greg Duggan, Deputy Manager
Re: Discussion about and possible executive session for contracts and legal matters regarding Village of Essex Junction's proposed separation from Town of Essex
Date: September 17, 2021

Issue

The issue is for the Trustees and Selectboard to discuss possible agreements for sharing services between the Town of Essex and an independent City of Essex Junction, and whether the Trustees and Selectboard enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the bodies.

Discussion

The Village of Essex Junction provided a summary of proposals to the Selectboard and the following draft documents:

- Memorandum of Understanding regarding agreements for shared services
- Draft agreement for shared services of reappraisal
- Draft right of first refusal to purchase the Town Offices at 81 Main St.
- Draft agreement for shared police services

The Selectboard reviewed those documents at their meeting on September 13, and has included its draft responses in the September 20 packet for both boards. Due to the short turnaround time, the Selectboard may have additional edits/comments at the September 20 meeting.

In order to have a complete and thorough discussion about this topic, it would appear that an executive session would be necessary because the premature disclosure of the information may put the Selectboard and the Town, and/or the Trustees and the Village, at a substantial disadvantage. Contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body can be protected discussions.

Cost

N/A

Recommendation

If the Trustees/Selectboard wish to enter executive session, the following motions are recommended:

Motion #1

"I move that the Trustees/Selectboard make the specific finding that general public knowledge of contracts and confidential attorney-client communications made for the purpose of providing professional legal services to the body would place the Town/Village at a substantial disadvantage."

Motion #2

"I move that the Trustees/Selectboard enter into executive session to discuss contracts and confidential attorney-client communications made for the purpose of providing professional

legal services to the body, pursuant to 1 V.S.A. § 313(a)(1)(A) and (F) to include the Village/Town Attorney [and, if desired, the Unified Manager, Deputy Manager, Assistant Manager and Town/Village Attorney].”

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated this _____ day of _____, 202_, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the Village of Essex Junction, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the Village is currently an incorporated Village located within the Town;

WHEREAS, the Village is pursuing separation from the Town with the intention of incorporating as an independent City (“City of Essex Junction” or “City”) pursuant to legislative approval;

WHEREAS, the Town Selectboard and the Village Trustees are working amicably collaboratively to plan for ~~either the Village’s separation from the Town of all departments, municipal services and operations, or the contractual sharing of certain departments or services;~~

WHEREAS, the Town Selectboard ~~and the Village Trustees have~~ determined certain agreements will be necessary between the Town and the City of Essex Junction to ameliorate the burden on Town-Outside-the-Village taxpayers resulting from the Village’s separation for purposes such as sharing or purchasing certain municipal services or operations;

WHEREAS, until the effective date of the City’s Charter, there is no authority under which the Village may enter agreements on behalf of the City;

WHEREAS, the Village and the Town desire to prepare these conceptual agreements in advance with the understanding that the current Village Trustees will become the future City Councilors and intend to enter these agreements on behalf of the City, with the understanding that neither Board has the authority to bind future Boards; and

WHEREAS, the Parties now wish to enter into this Memorandum of Understanding regarding the conceptual agreements necessary for separation of the Municipalities and establishment of the City of Essex Junction; ~~and~~

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. The Town and Village have prepared the following tentative agreements which are attached as Exhibits to this MOU:
 - a. Contract for Police Services;
 - b. Reappraisal Agreement;
 - c. Right of First Refusal for 81 Main Street;
 - d. Stormwater Agreement...
 - e. Transition Agreement...

2. Should the Vermont Legislature approve the City Charter, the City will enter a transitional period during which the separation of departments, municipal services, and operations will occur. By entering into this MOU the Town does not waive the opportunity to oppose separation or ask for certain conditions during the transition phase at the Legislature and expressly reserves the Town's right to do so.

3. The Town and Village intend that the Town and City will enter the above referenced tentative agreements generally consistent with ~~in substantially~~ the ~~same~~ form ofas those attached hereto as Exhibits A-__ during the transitional period. ~~While the Town and the Village will work in good faith to execute the agreements, both Parties acknowledge and agree that current Boards may not bind future Boards. If a party refuses to enter into the attached agreement, said refusal shall constitute a breach of this MOU and the non-breaching party shall be entitled to seek specific performance from the Vermont Superior Court, Civil Division, and damages.~~

4. The Parties agree to first mediate any dispute prior to submitting the matter to court, provided that a mediator may be obtained within ~~60~~14 days of when such a dispute arises. The Parties, however, recognize that the contract for Police Services concerns an essential municipal function, and thus, any dispute between the Parties that arises concerning Police Services and which could cause an interruption of police services is emergent and in need of immediate attention by the court and therefore not subject to a mediation requirement prior to initiating a filing with the court.

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

VILLAGE OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

Police Services Agreement

THIS AGREEMENT, made this ____ day of _____, 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 ~~joint~~ police services, including law enforcement, protection, community justice, dispatch, and emergency services (collectively described as “Police Services”) to the Town, ~~including -and to~~ the former Village of Essex Junction; and

WHEREAS, the ~~p~~Police ~~S~~services provided by Essex PD serve the public good and fulfill an essential municipal function; and

WHEREAS, the ~~Town is willing to provide the City Municipalities want to ensure that the Police Services on the terms and conditions set forth in this Agreement provided by Essex PD continue and that an environment of cooperation, open communication, transparency and trust exists between the Town and the City;~~ and

~~WHEREAS, it is the mutual goal of the Municipalities that the Essex PD serve the citizens of both the Town and the City and Essex PD maintains the trust and support of the taxpayers, to whom they each owe duties and obligations; and~~

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

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 automatically renew for another five (5) years (Extended Term) at the conclusion of the Initial Term ~~unless either if the Parties do not either~~ terminates the Agreement by providing the other Party with a formal Notice of Intent to

Terminate the Agreement (See Section 11~~0~~ herein) or enter into a new or revised agreement. This Agreement may continue to renew for an unlimited number of Extended Terms.

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. ~~The Parties agree to cooperate in making changes to this Agreement that may be necessary and mutually agreeable over time.~~

3. Cost and Payment.

~~The City agrees to pay the Town for the Police Services described herein on a quarterly basis.~~ The City shall be assessed the cost of these ~~se~~ Police Services by calculating, on a per capita basis, ~~its~~ their share of the direct and indirect costs and expenses for maintaining the Essex PD as set forth in the Town's 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. The direct costs shall include, but not be limited to, the following: salaries and wages, benefits, equipment, supplies, workers 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 indirect costs shall include ~~and be limited to:~~ administration costs, human resources costs, Information Technology (IT) costs, and finance costs. The per capita basis shall be reassessed every ten years ~~when it's~~ when a new census data is released by the US Census Bureau.

If an audit is conducted and a discrepancy is found in what was paid by the City and what should have been paid on a per capita basis, then the City shall be either ~~credited refunded~~ 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 ~~in~~ quarterly installments. The Town will endeavor to ~~shall ensure that the Essex PD~~ makes all reasonable efforts to stay within any approved ~~prepared~~ budget.

An anticipated fee for Police sServices 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. ~~Upon demand,~~ 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 that the Council ~~or the members of the public~~ may have. The Town shall make expenditures consistent with the Police Services budget as presented and approved. ~~aThe Town will advise the City of any material changes to an approved budget, should be brought before the City Council in advance. Failure to do so shall constitute a breach of this Agreement. 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 ~~promptly~~ 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 exchange for the distribution of public 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, ~~special event services~~, 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 for Essex Rescue, Essex Junction Public Works, and Essex Junction Fire Department.

The Town will include in the annual budget for Police Services Six Thousand Dollars (\$6,000.00) for special event services to be split evenly between the Town and the City. Once a Municipality expends its allocation, the Municipality hosting the special event will be responsible for payment of amounts that exceed the allocation.

Commented [WE1]: Not sure if this is the correct amount. It is inserted as a placeholder for now.

In the event that the ~~Town seeks Parties agree~~ 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 Town Parties shall provide the City with together agree upon a written description of the proposed change(s) and the rationale for the same. ~~In addition,~~ †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. ~~If all Parties determine that the proposed change will not adversely affect the public good, will reasonably maintain public safety, and is fiscally prudent, the Parties may mutually approve the proposed change.~~ No change in the agreed upon level of service shall occur within the fiscal year when the change is first proposed. ~~contract term absent such mutual approval.~~

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 ~~may 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 ~~may shall~~ also ~~freely~~ accept input and cooperate with the City Manager. Minimally, the Police Chief, Town Manager, and City Manager ~~may 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.

Commented [WE2]: Seek input from Police Chief as to whether it makes sense for the Village Fire Chief to perform this function.

6. Equity Inclusion Group.

The Town agrees to consider the recommendations of the Equity Inclusion Group. Should a Police Advisory Board (“Advisory Board”) be formed in the future, the City shall be afforded reasonable representation ~~a number of seats on the Advisory Board that are proportionate to the total population served by the Essex PD.~~

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.

Police Services Agreement.

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 Three (3) 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, ~~and they~~ The Parties shall split the costs of the mediation, but otherwise bear their own costs of the mediation, including their attorneys' fees. The Parties shall mediate in good faith.

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

- a. The dissolution or insolvency of either of the Municipalities; or
- ~~b. The date by which the Parties have agreed and resolved that the City has established a municipal Police Department that performs the Police Services;~~
- e-b. The Parties enter into a new written agreement which expressly supersedes this Agreement.

12. Effects of Termination

Commented [WE3]: The Town would want three years notice if the City plans to start its own police force.

Upon the termination of this Agreement all obligations of the Parties shall cease except for those obligations created by or pursuant to Sections ~~10 and 11~~.

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
 Town Manager
 81 Main Street
 Essex Junction, VT 05452-3209

To City of Essex Junction:
 City of Essex Junction
 City Manager
 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. 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.

Police Services Agreement.

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 ~~all of the~~ other Parties. 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 ____ day of _____, 2022.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

Police Services Agreement.

By: _____
Its Duly Authorized Agent

REAPPRAISAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 202_, by and between the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont, (“Essex” or the “Town”) and the City of Essex Junction, a Vermont municipality located in County of Chittenden and State of Vermont, (“Essex Junction” or the “City” and together the City and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, pursuant to 32 V.S.A. § 4041a, the Town has collected state reappraisal funds for properties located in the Town as well as for those now located within the City;

WHEREAS, the Town agrees to oversee and conduct a reappraisal for properties located in the Town and City using these reappraisal funds;

WHEREAS, the Town agrees to initiate and manage the [upcoming](#) reappraisal [through its Office of Assessor](#) pursuant to 32 V.S.A. § 4041a;

WHEREAS, if the reappraisal funds are not sufficient to fully fund the [upcoming](#) reappraisal, the Town and City shall each contribute additional funds in proportion to each Municipality’s percentage of parcels;

WHEREAS, if there are residual funds in the Town’s reappraisal fund once the [upcoming](#) reappraisal is completed, the residual funds will be distributed to the City and Town in proportion to each Municipality’s percentage of parcels [if lawful](#);

[WHEREAS, the City agrees to continue to contribute fifty percent \(50%\) of the costs of the Town’s Office of Assessor until the upcoming reappraisal is complete and the appeal process has concluded; and](#)

WHEREAS, the Parties now wish to enter into this Reappraisal Agreement; ~~and~~

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. The Town shall use the existing reappraisal funds to conduct [the upcoming a](#) reappraisal of all properties located within the Town and the City.
2. The Town shall initiate and manage the [upcoming](#) reappraisal pursuant to 32 V.S.A. § 4041a, unless ~~by mutual agreement of~~ the Parties [mutually agree otherwise](#).

3. The reappraisal fund balance (“Reappraisal Balance”) shall be determined as of the date of the last payment by the State pursuant to 32 V.S.A. § 4041a to the Town which includes payment for parcels now located in the City.
4. If the Reappraisal Balance is insufficient to fund the [upcoming](#) reappraisal, the Town and City shall contribute additional funds in proportion to each Municipality’s percentage of parcels.
5. The additional funds shall be due thirty (30) days after receipt of a detailed accounting and invoice.
6. If residual funds remain in the Reappraisal Balance at the conclusion of the [upcoming](#) reappraisal, the residual funds shall be distributed to the Town and City in proportion to each Municipality’s percentage of parcels [if lawful](#).
7. The residual funds shall be disbursed with a detailed accounting of the disbursement within thirty (30) days of the final payment for the [upcoming](#) reappraisal.
8. The City Board of Authority shall hear and address any tax appeals that arise from the reappraisal for properties that are located within the City.
- ~~8.9.~~ [The City will continue to contribute fifty percent \(50%\) towards the cost of the Office of the Assessor until such time the upcoming reappraisal is completed, and the appeal process has concluded. At that time the City may establish its own office of assessor or continue to share assessor services with the Town pursuant to a mutually acceptable agreement.](#)
9. The Town and City hereby agree to take or cause to be taken such further actions, 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. This Agreement may be amended or modified by mutual written agreement of the Parties.
11. Any notice required 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.

To Town of Essex:	Town of Essex Town Manager 81 Main Street Essex Junction, VT 05452
To City of Essex Junction: City of Essex Junction	

City Manager
2 Lincoln Street
Essex Junction, VT 05452

12. 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.
13. Neither party shall assign this Agreement or any interest hereunder without the written approval of ~~all~~ of the ~~other~~ Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
14. 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.

DATED this ____ day of _____, 2021.

TOWN OF ESSEX

By: _____
Its Duly Authorized Agent

CITY OF ESSEX JUNCTION

By: _____
Its Duly Authorized Agent

RIGHT OF FIRST REFUSAL AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the TOWN OF ESSEX, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTOR, in consideration of One and More Dollars paid to its full satisfaction by the CITY OF ESSEX JUNCTION, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTEE, does hereby GIVE, GRANT AND CONVEY unto the said CITY OF ESSEX JUNCTION, a right of first refusal on property known as 81 Main Street in the City of Essex Junction and more particularly described as being all and the same land and premises conveyed to the Town of Essex by Warranty Deed of Claude B. Gagne and Gerald C. Milot dated May 3, 1982 and recorded in Book 167 at Page 26 of the [Town of Essex Land Records](#) (“Property”).

In consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1) Grantor hereby unconditionally and irrevocably grants to Grantee ~~at the exclusive~~ right of first refusal to purchase all or a portion of the Property, or any interest in the Property, on the terms and conditions contained in this Agreement.
- 2) In the event Grantor intends to accept a bona fide offer to sell the Property to a third party (“Offer”), it shall promptly give to the Grantee written notice of the terms of such contract. The written notice shall contain the material terms and conditions of the Offer, including, but not limited to, ~~the name of the prospective bona fide transferee,~~ the price, a description of the property to be transferred, the form of consideration, contingencies, and a copy of the contract.
- 3) In the event Grantor desires to sell the Property and does not have an Offer, the Parties may: a) together agree on the fair market value; b) use a mutually agreed upon appraiser to determine the fair market value of the Property; or c) each hire an independent appraiser and the appraisers shall together determine the fair market value of the Property. The appraisal costs shall be shared equally between the Parties.
- 4) Grantee shall have the option to purchase the Property on the same terms and conditions set forth in said contract or as determined in Section 3 above. Within sixty (60) days after the date it receives notice of the proposed sale or the fair market value is determined, Grantee shall either notify Grantor in writing that it will purchase the premises on the terms and conditions set forth or deliver to Grantor a written waiver of its right of first refusal in recordable form. In the event Grantee delivers to Grantor a written waiver of its right of first refusal in recordable form, or fails to respond to the notice of the proposed sale within sixty

(60) days, Grantor may thereafter sell the premises to the third party making the offer. If for any reason the premises are not sold to the third party, notice of any subsequent contract for the sale or conveyance of the above described property by Grantor shall be given to Grantee on the same terms and conditions for acceptance or refusal as set forth above.

- 5) If the transferred Property constitutes less than the entire interest of Grantor in the Property, then the terms and conditions of this Agreement shall remain in full force effect regarding any portion of, or interest in, the Property which was not part of the transferred Property.
- 6) In the event Grantee elects to exercise its right of first refusal and timely notifies Grantor thereof, it shall have not more than six months from the date of notice to close on said transaction. Grantor shall convey title via warranty deed in customary Vermont form, sufficient to convey ~~to~~ good and marketable title to the Property. If Grantee fails to close within the six-month period it will be deemed to have waived this right of first refusal unless the Parties mutually agree otherwise.
- 7) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, with signed notice of receipt; (b) five (5) days after having been sent by certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.
- 8) This right of first refusal shall be binding on the successors and assigns of Grantor and Grantee.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont.
- 10) No modification, amendment, or deletion of this Agreement shall be effective unless in writing and signed by both Parties.

DATED at _____, Vermont this _____ day of _____, 20__.

TOWN OF ESSEX

By:
Duly Authorized Agent

STATE OF VERMONT

COUNTY OF CHITTENDEN, SS.

At _____, Vermont, this _____ day of _____, 20____,
_____, duly authorized agent of the Town of Essex personally appeared, and
they acknowledged this instrument, by them sealed and subscribed, to be their free act
and deed and the free act and deed of the Town of Essex.

Before me, _____
Notary Public

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager

Cc: Marguerite Ladd, Assistant Manager

From: Greg Duggan, Deputy Manager

Date: September 17, 2021

Issue

The issue is whether the Trustees and Selectboard will enter into executive session to discuss the employment of public employees.

Discussion

In order to have a complete and thorough discussion, it would appear that an executive session may be necessary. The employment of a public employee can be a protected discussion, provided that the public body make a decision to hire a public employee in an open meeting.

Cost

N/A

Recommendation

If the Trustees/Selectboard wishes to enter executive session, the following motion is recommended:

“I move that the Trustees/Selectboard enter into executive session to discuss the employment of public employees in accordance with 1 V.S.A. Section 313(a)(3), to include the Selectboard/Trustees, Village Attorney, and Town Attorney [and, if desired, the Unified Manager, Deputy Manager, and Assistant Manager].”

Memorandum

To: Selectboard; Evan Teich, Unified Manager

Cc: Ron Hoague, Police Chief

From: Greg Duggan, Deputy Manager

Date: September 17, 2021

Issue

The issue is whether the Selectboard will authorize the Unified Manager to execute an Agreement for the Development and Operation of the HowardCenter Community Outreach Program.

Discussion

The HowardCenter and the municipalities involved in the Community Outreach Program are prepared to sign a contract extending the program for five years. The contract includes clauses in section 11, Termination, acknowledging the need for municipalities to budget annually for the Community Outreach service.

The HowardCenter's Community Outreach team works with communities to provide mental health support. As noted in the proposed contract, "During the Term of this Agreement, the Howard Center will develop, provide, and oversee a range of specialized services as part of the Community Outreach Program. Such services will include prompt, community-based triage and outreach interventions in response to situations involving individuals exhibiting negative behaviors related to mental health and/or substance abuse issues, medical instability, financial instability, and homelessness. Program personnel will monitor, intervene, and prevent escalation of symptoms and/or negative behaviors within the community, and de-escalate situations whenever possible. Additionally, Program staff will provide effective assessment of individual needs and develop strategies to connect community members with resources that will ultimately reduce both immediate and long term police involvement with these individuals."

Community Outreach has been beneficial for Essex and a major support resource for the Police Department.

A copy of the contract is attached.

Cost

N/A

Recommendation

Staff recommends the Selectboard authorize the Unified Manager to execute an Agreement for the Development and Operation of the HowardCenter Community Outreach Program.



AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE COMMUNITY OUTREACH PROGRAM

NOW COME the HowardCenter, Inc., a nonprofit corporation with a principal place of business at 208 Flynn Avenue, Suite 3J, Burlington, Vermont (hereafter the “Howard Center”) and seven municipalities: the Cities of South Burlington and Winooski, Vermont, and the Towns of Colchester, Essex, Richmond, Shelburne, and Williston, Vermont (hereafter the “Municipalities”) (collectively the “Parties”) and hereby enter into this Agreement for the development and operation of a Community Outreach Program effective the 1st day of July 2021 (hereafter the “Effective Date”).

WHEREAS the Howard Center through its Street Outreach Team operating in the City of Burlington, Vermont, has established a long and successful history of cooperation, consultation, and intervention for and with the City of Burlington, the Burlington Police Department, businesses and merchants, other service providers, and other concerned and involved community members.

WHEREAS the Municipalities seek a separate, but parallel program to the Street Outreach Team to serve the identified, unmet needs of the residents of their communities.

WHEREAS the Municipalities seek to utilize the Howard Center to provide comparable services through a Community Outreach Program (hereafter the “Program” or “Community Outreach Program”) to and for the Police Departments, businesses and merchants, service providers, and residents of their communities.

WHEREAS the goal of the Community Outreach Program is to create a supportive presence in the Municipalities and to provide a timely response in collaboration with local law enforcement to individuals with social service needs and problematic behaviors that are non-criminal and often based on or related to the individual’s mental health issues or substance abuse, thus allowing the Municipalities’ police resources to be focused on criminal behaviors and enhance the general well-being of local communities.

NOW THEREFORE the Parties hereby agree as follows:

1. Term

The Term of this Agreement shall be for five (5) years starting on the Effective Date and shall continue through June 30, 2026 (“Term”), unless terminated earlier in conformity with the provisions set forth herein. This Agreement may be extended on an annual basis upon the agreement of the Parties.

2. Program Overview

The Parties agree to support the development and implementation of the Community Outreach Program. The Program will make Howard Center staff members available to work closely with local law enforcement in providing appropriate interventions in situations in the community involving individuals requiring mental health and/or substance abuse services.

3. Responsibilities of the Howard Center

(a) Programmatic Responsibilities

During the Term of this Agreement, the Howard Center will develop, provide, and oversee a range of specialized services as part of the Community Outreach Program. Such services will include prompt, community-based triage and outreach interventions in response to situations involving individuals exhibiting negative behaviors related to mental health and/or substance abuse issues, medical instability, financial instability, and homelessness. Program personnel will monitor, intervene, and prevent escalation of symptoms and/or negative behaviors within the community, and de-escalate situations whenever possible. Additionally, Program staff will provide effective assessment of individual needs and develop strategies to connect community members with resources that will ultimately reduce both immediate and long term police involvement with these individuals.

(b) Staffing Responsibilities

During the Term of this Agreement the Howard Center will continue to support the hiring, training, and supervision of all Community Outreach Specialists and Team Lead positions. Attached to this

Agreement and incorporated as Appendix A is a Job Description for both positions, including a listing of the Specialists’ employment duties. The Howard

Center warrants that these Specialists and Team Lead shall have the qualifications, skills, and training necessary so as to appropriately fulfill the activities and duties set out in this Agreement.

(c) Program Oversight and Operation

The Howard Center will provide qualified supervisory personnel to oversee the Specialists, Team Lead, and the operations of the Program and to ensure coordination with designated personnel from the Municipalities.

The Parties understand and agree that the Specialists are entitled to all the benefits available to the organization's employees including, but not limited to, paid vacation and sick and personal days as specified in Howard Center policies. In addition, the Howard Center will provide payroll services and employment benefits, workers' compensation insurance, and unemployment insurance as well as clinical oversight and regular or annual reviews of the Specialists consistent with its policies.

(d) Training and Substitutes

Howard Center will provide appropriate training to the Community Outreach Specialists including regular staff support and supervision and clinical oversight. Training will include crisis de-escalation, assessing dangerousness, identifying community resources, participation in the Team Two Police and Mental Health trainings, and other relevant training as mutually agreed to by the Parties.

The Howard Center will use its best efforts to provide one or more substitute Specialists for those periods when significant vacancy occurs. It similarly will use its best efforts to recruit, hire, and train replacement Specialists when needed. When a vacancy for a Specialist position has not been filled by the Howard Center within a reasonable amount of time, the Parties agree to meet and may adjust the Schedule of Financial Compensation, Exhibit B, accordingly.

(e) Assignment of Specialists

The Howard Center, after consulting with the Steering Committee referenced in Section 5(a) below, shall have primary responsibility for the work assignments of Community Outreach Specialists, including their deployment among and within the seven (7) Municipalities, their work schedules, and their general oversight.

(f) Equipment

Howard Center will provide the Specialists with Smartphones with Bluetooth, computers, and Personal Safety equipment if needed.

(g) Financial Management

Funding secured and designated for the Community Outreach program from member contributing communities, the state and other sources must be used to fund the Community Outreach Program and related costs only.

4. Responsibilities of the Municipalities

(a) Office Space and Communication Links

Municipalities will provide all necessary and appropriate office space and furniture for use by the Community Outreach Specialists in the respective Police Departments of each Municipality.

Each Municipality will provide Community Outreach Specialists with direct communication links with Police Department dispatchers and access to Police Department software such as Spillman or Valcour. The Parties understand and agree that a fingerprint supported background check will be required for Specialists to receive access to police software and unescorted facility access.

Each Municipality shall provide to the Specialists and Howard Center supervisory staff all necessary training related to the functioning and operations of their respective Police Departments so as to allow the Howard Center to fulfill its obligations under this Agreement.

Each Municipality shall designate a Principal Contact Person to serve as the primary liaison for all communications related to the Community Outreach Program and its operation.

(b) Allocation of Services

The Municipalities understand and agree that their need for and utilization of the services of the Community Outreach Program varies due to factors such as the size of their respective communities and relevant socio-economic factors. The concomitant financial obligations of each of the Municipalities for the Community Outreach Program are set out and incorporated into this Agreement in Attachment B,

the Schedule of Financial Compensation. This amount of compensation to be paid to Howard Center by each Municipality for the services set forth herein has been determined by the Parties through good faith and arms-length bargaining to be the fair market value of the services to be rendered hereunder. No amount paid or to be paid hereunder is intended to be, nor shall it be construed as, an offer, inducement, or payment, whether directly or indirectly, overtly or covertly, for the referral of clients by the Municipalities to Howard, or for the recommending or arranging of the purchase, lease, or order of any item or service. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback, or other reduction in charge.

5. Joint Responsibilities of the Parties

(a) Steering Committee

The Parties will maintain a Steering Committee, as an advisory body, to oversee and evaluate the functioning of the Community Outreach Program. This Committee will be comprised of relevant Howard Center staff, representatives of funding organizations, City/Town Managers, and Police Chiefs to assess the operations of the Program. The Steering Committee shall meet on a regular basis thereafter.

6. Independent Contractors

The Howard Center and each of the Municipalities are independent contractors. Neither the employees of the Howard Center nor those of the Municipalities are or shall be deemed to be employees of the other Parties to this Agreement.

7. Functional Aspects of the Community Outreach Program

(a) Expected Sources of Referrals

The Parties anticipate that the following entities or individuals will identify those persons potentially to be served by the Community Outreach Program: (1) law enforcement; (2) schools; (3) First Call for Chittenden County and other Howard Center programs; (4) business owners and merchants; (5) community partners; (6) family and friends; and (7) self-referrals.

(b) Staffing and Scheduling

Community Outreach Team Members will work directly with a subset of the Municipalities, as well as be available to provide a regional response as needed. This approach allows for strengthened relationships and efficiencies in sharing resources. For example, if a Community Outreach Specialist in one community is experiencing a high volume of requests for service, he or she may reach out to the other Specialists for assistance.

(c) Operational Schedule

Community Outreach Specialists will have flexible work hours, data dependent. Hours currently are: Monday through Friday 8:30am-8:00pm. Initially upon hire, staff will work the customary 8:30-4:30 schedule to allow for training and the creation of relationships with other community providers, merchants, and businesses which generally are open during ordinary business hours. This general schedule will also allow for Specialists to maximize referrals and connection with community resources for identified individuals. The Howard Center, after consultation and input from the Steering Committee, may adjust and revise staffing and scheduling routines for the Specialists over time based on the needs of the seven Municipalities. The specialists will not be available on Howard Center agency closure dates.

(d) Work Locations

Program Specialists will be based at and operate out of the Police Departments of each of the Municipalities.

(e) Assessing Outcomes

The Parties, working through the Steering Committee, will use their best efforts to develop and implement appropriate analytic measures to determine the efficacy of the services provided by the Community Outreach Specialists. Such efforts shall include tracking and rating the outcomes of the Specialists' interventions and the concomitant impact on law enforcement resources.

8. Relationship with the Burlington Street Outreach Team

The Community Outreach Program will collaborate and coordinate with the Burlington Street Outreach Team as clients served, community members, police, and other stakeholders cross between these regions. The two Programs work closely in training opportunities for staff or the community, program operations, and

consultation as needed

9. Relationship with First Call for Chittenden County

As Howard Center programs, the Community Outreach Program and First Call for Chittenden County will work collaboratively and act as resources and referral sources for each other. This collaboration shall include, but not be limited to, consultation regarding clients, creating intervention/response strategies, and alerting each other to client behaviors in the community. The Community Outreach Program will provide intervention and support as its core functions while First Call for Chittenden County will provide assessment and clinical consultation services.

10. Insurance

Howard Center and each of the Municipalities will obtain and maintain during the Term of this Agreement insurance with coverages and amounts that are commercially reasonable for their needs and the activities called for in this Agreement. All such insurance policies shall be purchased from an insurance agency authorized to do business in the State of Vermont.

11. Termination

The Howard Center may terminate this Agreement in any of the following situations: (a) upon the breach of a material provision contained herein by any Municipality after written notice to the breaching Municipality and the failure of that Municipality to fully cure any such breach within thirty (30) days; (b) immediately upon the receipt of notice from one or more Municipalities of their intent to terminate the Agreement as provided for below; (c) immediately if a municipality's funding is reduced or eliminated and the Howard Center and the remaining Municipalities are unable to agree on an adjusted level of services and payments or (d) immediately if State or federal funding to the Howard Center for the Program is reduced by more than ten percent (10%) from the prior fiscal year and the Howard Center and the Municipalities are unable to agree on an adjusted level of services and payments.

Any Municipality may terminate this upon: (a) the breach of a material provision contained herein by the Howard Center and after written notice to it and the failure of the Howard Center to fully cure any such breach within thirty (30) days; or (b) with 120 days' notice of the annual funding not being approved through the annual budget process for the Municipality.

12. Legal Compliance

Each of the Parties to this Agreement will perform its obligations hereunder in compliance with all relevant State, federal, and local legal requirements. The Municipalities understand and acknowledge that the Howard Center is legally obligated to preserve the confidentiality of its clients' protected health information consistent with State and federal statutes and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, and 45 C.F.R. Parts 160 and 164; the Family Educational Rights and Privacy Act of 1974; 20 U.S.C. § 1232g and 34 C.F.R. Part 99; federal provisions related to substance abuse treatment, 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2; the Vermont Patient-Counselor Privilege, 12 V.S.A. § 1612; 18 V.S.A. § 7103; and Vermont Agency of Human Services Rule 96-23.

13. Dispute Resolution

At the option of either the Howard Center or any Municipality, any dispute as to the performance of a Party's obligations under this Agreement or any related matter shall be referred to non-binding mediation conducted by a neutral third party, the costs of which shall be shared jointly by those Parties subject to the dispute. Each Party shall cooperate in mediation. The Parties subject to the dispute may terminate mediation at any time after the expiration of sixty (60) days from the commencement thereof. Nothing in this provision shall preclude any Party from exercising any and all legal rights available to it in a court of competent jurisdiction, and nothing contained herein shall prevent or preclude resort to mediation or other dispute resolution while litigation is pending. No offer, finding, action, inaction, or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.

14. Non-Assignment

No Party to this Agreement may assign any rights and responsibilities related to this Agreement to any other entity or individual without the prior written consent of all the other Parties.

15. Complete Agreement, Amendment, Construction, Jurisdiction, and Severability

This Agreement and incorporated exhibits represent the complete Agreement of

the Parties on the matters specified within and supersedes all prior agreements on this subject. This Agreement may be amended or revised only by a written document executed by a duly authorized representative of all Parties. The Agreement shall be construed consistent with the laws of the State of Vermont. The Courts of the State of Vermont shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement. In the event that one or more components of this Agreement is deemed by a court of competent jurisdiction to be unenforceable, then it is the intention of the Parties that such component be stricken, and the rest and remainder of the Agreement be enforced in accordance with the plain meaning of the language of the Agreement as if the stricken component had not ever been a part hereof.

16. Notices

All Notices required under this Agreement shall be sent by certified U.S. Mail; return receipt requested, to the persons at the addresses so indicated in Appendix C, Designated Recipients of All Notices.

(REST OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW)

So Agreed to at _____, Vermont, this _____ day of _____, 2021.

Duly Authorized Official for the Town of Colchester, VT Title

Duly Authorized Official for the Town of Essex, VT Title

Duly Authorized Official for the Town of Richmond, VT Title

Duly Authorized Official for the Town of Shelburne, VT Title

Duly Authorized Official for the City of South Burlington, VT Title

Duly Authorized Official for the Town of Williston, VT Title

Duly Authorized Official for the City of Winooski, VT Title

Duly Authorized Official for the HowardCenter, Inc. Title

APPENDIX A

JOB DESCRIPTION FOR HOWARD CENTER PERSONNEL

Team Lead – Community Outreach

Job Summary:

Delivers street-based outreach services to persons who have several unmet social service needs (homelessness, psychiatric disabilities, mental health needs, substance abuse treatment). Provides administrative and clinical supervision to team members. Collaborates with community members and leaders (Police departments, social/legal service providers, grant funders) to implement street outreach services. This position plays a major role in representing Howard Center's responsiveness to problems caused by unmet mental health/substance abuse/social service needs.

Essential Functions

- Provides basic mental health support, medical, legal, financial, housing and other information and referrals with the goal of helping clients gain stability in the community.
- Recruits, trains and supervises staff
- Provides immediate response to escalated behavior that is reported to or observed by the community outreach team.
- Communicates with service providers, merchants and/or concerned citizens about behaviors and social issues that are causing concern.
- Educates the community regarding psychiatric disabilities, homelessness, substance abuse and mental health issues.
- Collects data and prepares reports for grant funders and community organizations.

Minimum Qualifications:

- 6 years of combination of education and experience in related field
- Valid driver's license, use of a personal vehicle and acceptable driving record
- De-escalation skills, knowledge of community services and resources

Competencies:

- Communication - Triage communication needs as they arise. Accurately communicates and reports in all formats.
- Intercultural Sensitivity - Takes an active interest in others, their cultural background, needs and perspectives.

- Organization/Attention to Detail - Manages, organizes, and prioritizes essential functions. Follows agency policy and procedures. Identifies what needs to be done, and takes initiative.
- Service to Others - Understands, supports and meets the needs of clients with compassion and empathy. Navigates system of care across populations. Maintains confidentiality of client information.
- Technology - Expertly uses office equipment, hardware and software. Demonstrates knowledge of agency information management and security policies.

Physical Requirements:

- Driving Required
- Ability to safely manage escalated behavior
- Positions self frequently, and routinely moves up to 75 lbs
- Sitting for extended periods of time
- Manual dexterity needed for repetitive tasks

Community Outreach Specialist

Job Summary:

Serve adults, children and families and work closely with local law enforcement to provide the best services to residents at the lowest level of intervention possible. In this position, individuals will be a designated liaison to a specific community but also provide a regional response. This role involves directly working with diverse populations.

Essential Functions:

- Respond to specific locations to address behaviors reported by the community and assist law enforcement with problematic behaviors occurring in neighborhoods
- Identify heavy service users and "service resistant" individuals
- Intervene with individuals who are frequent users of emergency services for non-emergencies, and connect them with more appropriate services and serve as a more appropriate resource for seeking assistance
- Monitor and prevent acute symptoms of mental illness and/or substance abuse in the community. Provide de-escalation and limit setting around behaviors witnessed in the community
- Consultation and coordination with other service providers around treatment plans, obtaining services, negotiating for services that have been restricted.
- Ongoing consultation with law enforcement to address and prevent problematic behaviors from occurring in public and private spaces

- Ride-a-long with law enforcement to strengthen partnerships and cross-system understanding
- Deliver supports to help individuals reach and sustain stability in the community. Provide basic mental health, medical, legal, and financial supports, referrals and other information
- Establish face-to-face connections and communication strategies with local merchants
- Education of community members around psychiatric disabilities, homelessness, substance abuse, and various other mental health issues
- Assist in post-tragedy response.
- Outcome data reporting
- Work proactively to reach out to families in crisis

Minimum Qualifications:

- 4 years combination of education and experience in related field
- A valid driver's license, vehicle and insurance to comply with Howard Center policy
- Must have basic computer skills

Competencies:

- Communication - Possesses diversified verbal and written communication.
- Intercultural Sensitivity – Takes an active interest in others, their cultural background, their needs and perspectives
- Organization – Prioritizes workload. Develops and utilizes systems to ensure work is on track and timely. Follows agency policy and procedures. Checks for accuracy and quality of their work and the work of others.
- Service to others - Understands, supports and meets the needs of clients with compassion and empathy. Navigates system of care across populations. Maintains confidentiality of client information.
- Technology – Expertly uses office hardware and software. Demonstrates knowledge of agency information management and security policies.

Physical Requirements:

- Driving required
- Manages escalated behavior
- Positions self frequently and routinely moves up to 75 lbs
- Sitting for extended periods of time
- Manual dexterity needed for repetitive tasks

Sub - Community Outreach Specialist

Job Summary:

Serve adults, children and families and work closely with local law enforcement to provide the best services to residents at the lowest level of intervention possible. In this position, individuals will be a designated liaison to a specific community but also provide a regional response. This role involves directly working with diverse populations.

A Sub Community Outreach Specialist covers shifts due to vacancies and planned/unplanned time off and has the full responsibilities of a Community Outreach Specialist.

Essential Functions:

- Respond to specific locations to address behaviors reported by the community and assist law enforcement with problematic behaviors occurring in neighborhoods
- Identify heavy service users and "service resistant" individuals
- Intervene with individuals who are frequent users of emergency services for non-emergencies, and connect them with more appropriate services and serve as a more appropriate resource for seeking assistance
- Monitor and prevent acute symptoms of mental illness and/or substance abuse in the community. Provide de-escalation and limit setting around behaviors witnessed in the community
- Consultation and coordination with other service providers around treatment plans, obtaining services, negotiating for services that have been restricted. Ongoing consultation with law enforcement to address and prevent problematic behaviors from occurring in public and private spaces
- Ride-a-long with law enforcement to strengthen partnerships and cross-system understanding
- Deliver supports to help individuals reach and sustain stability in the community. Provide basic mental health, medical, legal, and financial supports, referrals and other information
- Establish face-to-face connections and communication strategies with local merchants
- Education of community members around psychiatric disabilities, homelessness, substance abuse, and various other mental health issues
- Assist in post-tragedy response.
- Outcome data reporting
- Work proactively to reach out to families in crisis

Minimum Qualifications:

- 4 years combination of education and experience in related field
- A valid driver's license, vehicle and insurance to comply with Howard Center policy
- Must have basic computer skills

Competencies:

- Communication - Possesses diversified verbal and written communication.
- Intercultural Sensitivity – Takes an active interest in others, their cultural background, their needs and perspectives
- Organization – Prioritizes workload. Develops and utilizes systems to ensure work is on track and timely. Follows agency policy and procedures. Checks for accuracy and quality of their work and the work of others.
- Service to others - Understands, supports and meets the needs of clients with compassion and empathy. Navigates system of care across populations. Maintains confidentiality of client information.
- Technology – Expertly uses office hardware and software. Demonstrates knowledge of agency information management and security policies.

Physical Requirements:

- Driving required
- Manages escalated behavior
- Positions self frequently and routinely moves up to 75 lbs
- Sitting for extended periods of time
- Manual dexterity needed for repetitive tasks

APPENDIX B

SCHEDULE OF FINANCIAL COMPENSATION

<u>Contribution by Town</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
<i>Essex</i>	41,390	45,096	48,912	54,068	58,250
<i>Williston</i>	18,697	20,371	22,095	24,424	26,313
<i>Richmond</i>	8,030	8,749	9,490	10,490	11,301
<i>Shelburne</i>	15,101	16,452	17,845	19,726	21,251
<i>Winooski</i>	13,923	15,169	16,453	18,187	19,594
<i>Colchester</i>	33,824	36,852	39,970	44,184	47,601
<i>South Burlington</i>	37,036	40,351	43,766	48,380	52,121
Total	\$ 168,000	\$ 183,040	\$ 198,531	\$ 219,458	\$ 236,431

Program Fund balances in excess of 2.5% of annual program budget accrued in future years will be applied to the following years’ municipal contributions, proportional to each towns contribution.

Municipalities, through their respective managers, will actively work with Howard Center to advocate with legislators and UVMMC for increases to the respective grant awards in years 3-5 (FY24-FY26).

Howard Center will assume the financial risk for the five year agreement.

APPENDIX C

DESIGNATED RECIPIENTS OF ALL NOTICES

(1) Howard Center: Robert W. Bick, Chief Executive Officer, HowardCenter Inc., 208 Flynn Avenue, Suite 3J, Burlington, VT 05401;

(2) Town of Colchester, VT: _____
_____.

(3) Town of Essex, VT: _____
_____.

(4) Town of Richmond, VT: _____
_____.


(5) Town of Shelburne, VT: _____
_____.

(6) City of South Burlington, VT: _____
_____.

(7) Town of Williston, VT: _____
_____.

(8) City of Winooski, VT: _____
_____.

Memorandum

To: Village Trustees; Evan Teich, Unified Manager
From: Tammy Getchell, Assistant to the Manager 
Re: Request to waive banner fee
Date: September 17, 2021

Issue

The issue is whether the Trustees will approve a banner for the “Out & About in Essex” event and waive the \$250 banner fee.

Discussion

The Town and Village will once again hold the shopping/dining/music event, “Out & About in Essex,” supporting local businesses affected by COVID-19. Town and Village employees and volunteers are planning the event for Oct. 2 & 3 and are requesting to hang a banner over Park Street at the entrance to the Village (by the dam).

Since this is a Village and Town event, the event committee is requesting a waiver of the \$250 banner fee. All other conditions of the banner policy have been met, such as banner size and insurance requirements.

The banner will be up for one week prior to the event.

Cost

Waiving \$250 in banner fee revenue.

Recommendation

It is recommended the Trustees approve a banner for the “Out & About in Essex” event and waive the \$250 banner fee.



TOWN AND VILLAGE OF ESSEX BOARDS AND COMMITTEES VACANCIES

TOWN OF ESSEX

Selectboard - 1 vacancy

Conservation and Trails - 3 vacancies

Green Mountain Transit - 1 vacancy

Economic Development Commission - 1 vacancy

CCTV Representative - 1 vacancy

Housing Commission (JOINT boards) - 1 vacancy

VILLAGE OF ESSEX JUNCTION

Capital Program Review - 1 vacancy

Planning Commission - 1 vacancy

Green Mountain Transit - 1 vacancy

Zoning Board of Adjustment - 3 vacancies

CCTV Representative - 1 vacancy

PLEASE GO TO: [ESSEXVT.BAMBOOHR.COM/JOBS/](https://essexvt.bamboohr.com/jobs/)

**SCROLL TO THE VOLUNTEERS SECTION FOR MORE INFORMATION & TO APPLY
OR EMAIL LMAHNS@ESSEX.ORG WITH YOUR LETTER OF INTEREST**

Memorandum

To: Board of Trustees; Selectboard; Evan Teich, Unified Manager
From: Marguerite Ladd, Assistant Manager; Greg Duggan, Deputy Manager
Re: Update on Strategic Planning projects
Date: September 16, 2021

Issue

Provide a brief update on strategic planning projects that came out of the June 5th strategic planning session.

Discussion

Evaluation & Supervision of Unified Manger – Evaluation has been completed

Tree Farm – A proposal was put forward at the Joint Board meeting in August in which the municipality would take over the lease currently held by the Tree Farm Group. There was much public comment. There will be an update from staff to answer questions that were brought up. This is slated for an October Joint Board meeting.

Local Options Tax - Not much to report at this point. The issue remains on the “to do” list for staff.

Justice, Equity, Diversity and Inclusion (JEDI) work – The Task Force has a new name and is now Essex BEST (Building Equity, Solidarity and Trust). Essex BEST has been working in sub-committees to do the more hands on portion of their work. They will be reconvening as a whole group starting in late September to bring all of that work together and move forward with recommendations. The Committee on Equity in Essex (CEE), a working group of staff and a representative from the Essex Westford School District, will be working with Essex BEST and will continue to be led by The Creative Discourse through December 2022. CEE has been working to put in place the new Stipend Policy. Other items for this fall include American Rescue Plan Act (ARPA) funding and discussions around participatory budgeting. CEE will also work with The Creative Discourse to prioritize recommendations that come forward and will then work to put those in place within the municipality.

Planning for ARPA Dollars – This work is just starting as the information has not been readily available until just recently. There is also still more information to come. Staff will be giving updates on this in the Winter months.

Agreements between boards on how to pursue Separation – in process

Police – Policy and Oversight Role - Essex BEST will be coming out with thoughts around this topic.

Tax Equity – to be addressed during budget season. Staff is working on proposed fiscal year 2023 budgets.

Cannabis – Community Development Directors Owiso Makuku and Robin Pierce have been working with a group of staff and elected appointed officials to prepare for retail cannabis. An update to the boards is tentatively scheduled for October.

Existing MOUs about consolidated services – The Trustees and Selectboard are consulting the existing Memorandums of Understanding while preparing for the possible separation of the Village from the Town and the creation of an independent City of Essex Junction.

Restore trust among board/public with different communication and feedback methods – This is an ongoing endeavor, with the Public Forums in August a recent example of efforts to better hear from the public in different forums.

Joint Housing Commission – The Housing Commission gave an update to the Trustees and Selectboard in August.

Capital Planning/Fund Sharing – To be addressed during budget season. Staff is working on proposed fiscal year 2023 budgets.

LESS IMMEDIATE (6+ month time frame) – The focus of work since June has been on the more immediate priorities.

Recommendation

This memo is for informational purposes only.



Out & About in Essex began in 2020 originally as, "Open & Outside". The Village of Essex Junction hosted an event to encourage people to shop and eat in Essex Junction to support struggling businesses during the pandemic. Weeks later, the Town of Essex and the Village of Essex Junction received grant funds from Restart Vermont and held a follow-up event renamed to "Out & About in Essex".

The effort paid off. The grant funds were spent primarily on "gift vouchers" given to Essex residents to shop locally during the event weekend. Stores and restaurants that were seeing very little foot traffic in previous months were suddenly opening their doors to hundreds of customers during the weekend. Entertainers were set up on stages throughout the community and people brought their chairs and masks, ordered some take out and sat for a spell to enjoy some beautiful fall weather.



It's back!

The Out & About event was a hit and residents cried for more. The Village of Essex Junction and the Town of Essex are happy to host a second annual Out & About in Essex event on October 2 & 3, 2021. The event now has nine sponsors and counting. This support has allowed us to enhance the event with fun activities and booths, additional gift vouchers, entertainment, and more.

Also new this year, attendees who stop by the information booths can sign up for a chance to win hundreds of dollars of donated items! This Giveaway Extravaganza features over \$700 in gift baskets, over thirty gift certificates, and many fun prizes.



Spread the Word!

Please spread the word! Entertainment schedules are nearly finalized and a list of participating vendors can be found on the website. Printed brochures will be handed out in the coming week. Join us in showcasing what a fun and exciting place Essex is!

Website: www.essexvt.org/outandabout or <https://www.essexjunction.org/news/community-events/out-about>



Please encourage everyone to follow the event page on Facebook to receive the most up-to-date schedules and information: www.facebook.com/outandaboutessex

MEETING SCHEDULES

09/17/2021

TOWN SELECTBOARD MEETINGS 	VILLAGE TRUSTEES MEETINGS 
September 20, 2021—6:30 PM	JB Special - Cathy
September 27, 2021—6:30 PM	JB Special - Darby
September 28, 2021—6:30 PM	VB Special – Amy
October 4, 2021—6:30 PM	SB Regular – Darby
October 5, 2021—6:30 PM	SB Special -- Cathy
October 12, 2021—6:30 PM	VB Regular – Darby
October 18, 2021—6:30 PM	SB Regular -- Cathy
October 19, 2021—6:30 PM	JB Special - Darby
October 25, 2021—6:30 PM	JB Special - Darby
October 26, 2021—6:30 PM	VB Regular -- Amy
November 1, 2021—6:30 PM	SB Regular – Amy
November 4, 2021 – 8:30 AM	VB All day budget workshop – Darby
November 9, 2021 – 8:00 AM	SB All day budget workshop --
November 9, 2021—6:30 PM	VB Regular – Cathy
November 15, 2021—6:30 PM	SB Regular -- Darby
November 22, 2021—6:30 PM	JB Special - Amy
November 23, 2021—6:30 PM	VB Regular – Darby
December 6, 2021—6:30 PM	SB Regular -- Cathy
December 13, 2021—6:30 PM	JB Special -
December 14, 2021—6:30 PM	VB Regular -- Amy
December 20, 2021—6:30 PM	SB Regular – Cathy
December 21, 2021—6:30 PM	VB Regular -- Amy
January 3, 2022—6:30 PM	SB Regular -- Amy
January 11, 2022—6:30 PM	VB Regular – Darby
January 18, 2022—6:30 PM	SB Regular
January 25, 2022—6:30 PM	VB Regular -- Cathy
February 7, 2022—6:30 PM	SB Regular
February 8, 2022—6:30 PM	VB Regular

February 22, 2022—6:30 PM	VB Regular -- Cathy
February 23, 2022—6:30 PM	SB Regular meeting
February 28, 2022—6:30 PM	Town Informational hearing
March 7, 2022—6:30 PM	SB Regular
March 8, 2022—6:30 PM	VB Regular
March 21, 2022—6:30 PM	SB Regular
March 22, 2022—6:30 PM	VB Regular -- Cathy
April 4, 2022—6:30 PM	SB Regular
April 6, 2022 – 7:00 PM	Village Informational hearing -- Cathy
April 13, 2022—6:30 PM	VB Regular