

CONTRACT FOR POLICE SERVICES

THIS AGREEMENT, made and entered into this 7 day of March, 2011, by and between the City of St Albans, a Vermont Municipality of Franklin County, Vermont (hereinafter “City”) and the Town of St Albans, a Vermont Municipality of Franklin county, Vermont (hereinafter “Town”);

WHEREAS, the City and Town desire to enter into a contract whereby the City will provide police services within the boundaries of the Town; and

WHEREAS, the City agrees to render such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this agreement it is agreed between the parties as follows:

Section 1. Term of Agreement.

The services to be provided under this agreement shall be for a term of three (3) years commencing on July 1, 2011, and terminating on June 30, 2014, unless earlier terminated pursuant to Section 9 hereof.

Section 2. Level of Service.

It is the intent of the parties that at all times during the term of this agreement, City shall provide to the Town the same standard and level of public protection and police services that are provided to City residents. These services include, but are not limited to, the level of police services and standards provided in Section 3 hereof.

Section 3. Specific Services to be Provided.

The parties agree that the implementation of this agreement will require the City to immediately hire three (3) new additional full time law enforcement officers and reassign a fourth

(4th) patrol officer as a criminal investigator to ensure sufficient coverage within the Town. All law enforcement officers shall be trained and certified in compliance with the provisions of 20 V.S.A. Chapter 151 (Vermont Criminal Justice Council). In implementation of these police services, City will divide St. Albans City and St. Albans Town into four (4) zones with each zone being provided a level of protective and police services comparable to each of the other zones giving due regard to any differences in the police staffing levels necessary to provide such protection and public services. The police services will include, but not be limited to the following:

(a) patrol services with random patrolling of all residential, business and public property areas during all shifts;

(b) drug team collaborative, detection and investigative efforts;

(c) services of the criminal investigative division to assume responsibility in all criminal investigations, death investigations, criminal drug investigations, public safety events and the maintenance of the evidence and property room;

(d) a school resource officer and K-9 unit;

(e) enforcement of all applicable State laws and St. Albans Town ordinances, including but not limited to parking and winter ban ordinances and ticketing for traffic violations;

(f) availability when needed of the City Rapid Response Team for all high stress environments and circumstances;

(g) the general supervision of police services and officers provided within the scope of this agreement including hiring, firing, disciplining and other employment actions;

(h) officers and/or command staff available at St. Albans Town Hall to answer questions and provide information regarding police activities to St. Albans Town residents, business owners and staff on an as-needed and reasonable basis;

(i) officer attendance at scheduled municipal traffic hearings to prosecute traffic offenses as requested by the Town Manager;

(j) follow-up on reported crimes with the person(s) who reported the crime, including routine and reasonable notification by telephone, e-mail or mail as to the status of the investigation;

Section 4. Payment for Services.

In consideration of the services to be provided under this agreement, the Town will pay the City as follows:

(i) For the year July 1, 2011, through June 30, 2012, an annual fee of Four Hundred Eighty Six Thousand Eight Hundred and Fifty-One (\$486,851.00), payable at the end of each quarter upon receipt of invoice.

(ii) For the year July 1, 2012, through June 30, 2013, an annual fee of Five Hundred Eight Thousand Four Hundred Sixty-Five Dollars (\$508,465.00), payable at the end of each quarter upon receipt of invoice.

(iii) For the year July 1, 2013, through June 30, 2014, an annual fee of Five Hundred Thirteen Thousand Six Hundred and Four Dollars (\$513,604.00), payable at the end of each quarter upon receipt of invoice.

Option to Extend:

The Town shall have two successive options to extend the terms and provision of this agreement for two additional one year periods. Notice in writing shall be provided by the Town to the City six months in advance of the expiration of the agreement or extended agreement. All of the term and provisions of the agreement shall be as set forth herein except that for the year July 1, 2014 to June 30, 2015 the annual fee shall be \$565,021.00 and for the year July 1, 2015 to June 30, 2016 the annual fee shall be \$582,521.00. Under the terms and conditions of this agreement, the services in these additional years include only law enforcement services and do not include dispatch services.

Section 5. Change of Circumstances.

City and Town acknowledge and agree that the Town of St. Albans is experiencing both residential and commercial growth. It is expected that this additional growth will require an increase in volume of police services pursuant to this agreement during the contract term. City and

Town agree that this growth is foreseeable and not a material change of circumstances that would necessitate an increase in the payments to the City for the scope of services provided in Sections 2 and 3 above during the term of this agreement.

Section 6. Administrative Responsibilities.

City agrees to provide to the Town access on a timely basis when requested, copies of all police reports compiled by the City that are appropriate for sharing with administrative personnel including but not limited to monthly reports detailing the number of incidents that the police had, the time of day that the incidents happened, the type of incidents responded to, the general location of the incidents (i.e. which road or area of Town the incident happened on), resolution of incidents for both current and prior months as resolutions occur, a summary of motor vehicle tickets issued and if available, a breakdown of the type of violation. The Town is not requesting personal identifying information for any of these reports. In addition City shall provide Town Manager with copies of all additional internal reports generated by the City on a weekly, monthly or annual basis that relate to the level of police services and the specific services to be provided to either the City or Town during the term of this agreement.

Section 7. Communications.

City and Town agree to maintain open and frequent communication with respect to the administration of this agreement to identify priorities, communicate concerns and insure accountability. City shall maintain ad hoc communication with the Town Manager, attend Selectboard meetings when requested, and maintain a citizen's advisory board for town policing if requested by both City and Town.

Section 8. Indemnification.

The City shall fully defend, indemnify, and hold the Town and any and all Town officials or employees or former officials, agents or employees harmless for any and all claims for damages

of any kind, attorneys' fees, equitable relief, administrative fines, civil money penalties, other penalties or interest asserted against all or any of them, relating to any police services provided under this agreement including but not limited to any claims under: the United States or Vermont constitutions, any labor contract or labor law, any employee benefit or pension plan, any state, federal or municipal law, ordinance or common law claim, any workers compensation, workplace health and safety, civil rights, labor or employment statute, regulation, rule, policy or contract, any claim that the Town is an employer or joint employer of the police officer(s), or any claim by taxing authorities that the Town has failed to satisfy its obligations to the law enforcement officers under any and all tax laws, regulations, rules or policies unless the claims arise from the Town's bad faith or intentional malfeasance.

To the extent that the City has professional liability coverage or insurance covering the services to be provided pursuant to this contract the Town shall be named as an additional named insured or additional covered party and the City shall provide to the Town evidence of such coverage.

Section 9. Disputes.

Should a dispute arise under this contract the City and the Town shall first attempt to resolve it through negotiations by and through individuals who have the authority to settle the same.

If the matter is not resolved by negotiation within fifteen (15) business days of receipt of a "written request to negotiate", the dispute shall be settled by arbitration. The parties agree the dispute shall be settled by a single arbitrator who shall be selected by the parties within ten (10) business days after either party has given the other a written request for arbitration of the dispute.

Should the parties not be able to mutually agree on an arbitrator, an application shall be made to the American Arbitration Association for a list of arbitrators. Within seven (7) working

days of the receipt of the list of names, the parties shall select the arbitrator by alternatively striking a name until one name remains, who shall be arbitrator. The arbitrator shall reach a decision within thirty (30) days of referral or such longer period as is mutually agreeable by the parties after the dispute has been referred. The decision of the arbitrator shall be final and binding on both parties.

If the decision of the arbitrator is in favor of the Town the Town shall have the right to cancellation of the remainder of the contract and any consequential damages suffered. If the decision is in favor of the City the City shall have the right to enforce the remainder of the contract according to its terms and any consequential damages it has suffered by the Town breach. The issue of the amount of consequential damages shall be determined by the same arbitrator if the parties cannot agree. The substantially prevailing party shall be awarded all of the costs of arbitration. This includes all costs of enforcing an arbitration award, the cost of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorneys fees and similar costs related to the collection and enforcement of the arbitrators award. An arbitrator's decision may be entered in any jurisdiction necessary for the enforcement of the award.

Section 10. Entire Agreement.

This agreement contains the entire understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by all of the parties hereto. No modifications, amendment, or deletion affecting this agreement shall be effective unless in writing and signed by all parties.

Section 11. Notices.

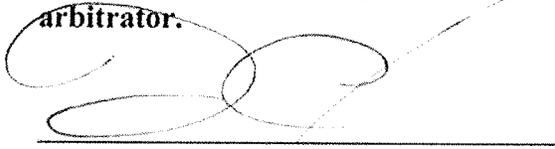
Any notice or other communication to be given hereunder shall be in writing and shall be deemed duly served when delivered by hand, by courier or delivery service, including same day or

Section 14. Counterparts.

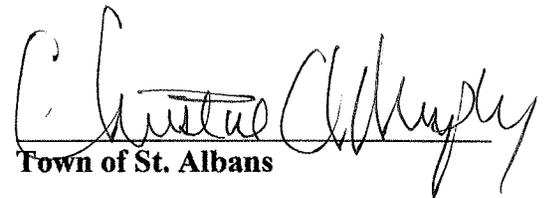
This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

ACKNOWLEDGEMENT OF ARBITRATION

We understand that this agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.



City of St. Albans

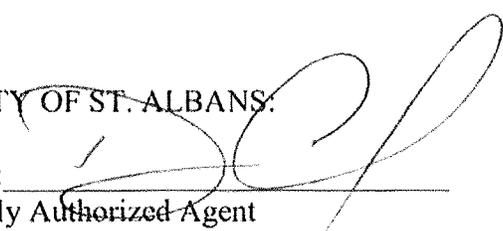


Town of St. Albans

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized agents as of the dates set forth opposite their respective signatures below.

3/7/11
Date

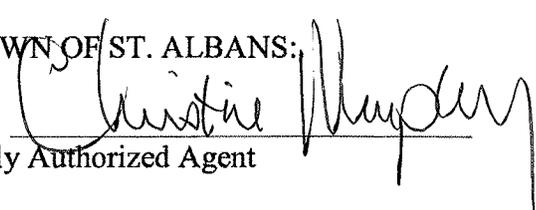
CITY OF ST. ALBANS:

By: 

Duly Authorized Agent

3/8/2011
Date

TOWN OF ST. ALBANS:

By: 

Duly Authorized Agent