INTERLOCAL AGREEMENTS

For municipal officials, local emergency response organizations, and regional planners

Jim Barlow, Senior Staff Attorney · VLCT Municipal Assistance Center
Agenda

• Mutual Aid Agreements
• The Underlying Question for Interlocal Contracts
• The Town of Dorset and Interlocal Contract Requirements
• Lake Fairlee and Union Municipal Districts
• Interlocal Agreements for Police and Fire Services
Mutual Aid Agreements

Fire department mutual aid agreements have historically been the most common type of interlocal agreement utilized by Vermont municipalities.

More recently, mutual aid agreements have been developed for police services – ex. Chittenden County Police Agencies Mutual Aid Agreement.
Mutual Aid Agreements

FEMA Public Assistance program “encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.”

Post-event verbal agreements are allowed, but must be documented in writing and signed by an official in each entity with authority to request and provide assistance. See FEMA Recovery Division Policy No. 9523.6

FEMA is also requiring written mutual aid agreements as a condition of certain grants.
Town of Stowe-Town/Village of Waterbury
Public Works Mutual Aid Agreement

The Town of Stowe through its Selectboard, the Town of Waterbury through its Select Board, and the Village of Waterbury through its Water-Sewer Commission agree to enter into this public works department mutual aid agreement, allowing the municipalities to request equipment and personnel from one another to respond to emergency situations which threaten public infrastructure or public safety in their respective communities.

The Town Manager of the Town of Stowe and the Municipal Manager of the Town/Village of Waterbury or their designees shall be authorized to request the assistance described in this document from any municipality that is party to the agreement. Parties to this agreement shall not unreasonably withhold assistance from another party when a request is made, but may only deny a request for assistance when experiencing an emergency of their own or when no personnel are available to respond.

A Standard Operating Procedure (SOP) for the implementation of this agreement shall be developed by the parties before the agreement takes effect and it shall become an appendix to and a part of this agreement once it is approved by all parties. The SOP shall include contact information for no less than four employees from each municipality who can be contacted when a request for assistance is necessary. The SOP shall include a list of equipment and vehicles that can be made available by each party and it shall include a half day and a full day rental rate for each piece of equipment or vehicle. In addition, the list shall identify which equipment and vehicles, if any, can be lent only when accompanied by an operator from the lending party.

By this agreement each municipality acknowledges that activation of this agreement indicates that an emergency situation will have arisen in the municipality requesting assistance. Each party recognizes that a degree of financial hardship will result in the municipality requesting aid under this agreement. To ease the financial and administrative burden of the communities
What issue are we trying to address?

- 242 Towns
- 9 Cities
- 36 Incorporated Villages
- ~40 Fire Districts
- Other Special Purpose Districts
The Question...

16 Towns
4 Fire Districts
3 Incorporated Villages
1 Unincorporated Town

Just 37,125 Residents
The Question...

How can local government work across political boundaries to address issues of regional concern and deliver services in a more cost effective manner?
Town of Dorset

Dorset Fire District No. 1 and East Dorset Fire District No. 1.

Both fire districts operate water systems within their respective geographic limits.

Each district also maintains its own fire station and its own firefighting equipment.
Historically, this line represented a political and practical boundary - the effective geographic limit of each district's ability to provide timely response to fire emergencies.
Today, improvements in the town's highways and firefighting vehicles allow firefighters from each district respond to emergencies anywhere in the town.
As a result, both fire districts presently provide emergency services throughout the town without regard to the political boundary between the districts.
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<th>District</th>
<th>FY 2010 Budget</th>
<th>District Grand List</th>
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Town of Dorset

Fire Tax $300,000 Property

East Dorset Fire District No. 1 = $240.00

Dorset Fire District No. 1 = $94.07

Difference of $145.93 in taxes paid by owners of similar properties in the same town for the same service.
Issue has been ongoing for more than 30 years.

Walker v. Town of Dorset
139 Vt. 227, 424 A.2d 1078 (1981)
VLCT representatives met with Dorset residents, the town manager, selectboard members and fire district officials:

- Equalize the district tax rates.
- Preserve the quality of fire fighting services provided to the town.
- Increase cooperation and coordination between the districts.
- Take advantage of administrative efficiencies.
- Maintain district autonomy.
- Do not impact the willingness of volunteer firefighters to continue their service.
What opportunities are available within Vermont law to accomplish these goals, with emphasis on mechanisms for equalization of the districts’ tax rates?
Proposed solution: An interlocal contract between the town and the fire districts to provide firefighting services to town residents.
Each fire district would prepare and approve a budget for firefighting services.

The fire district budgets would be submitted to the selectboard for incorporation into the town's general fund budget.
Interlocal contract

The approved amounts would be collected by the town as part of the town's municipal property tax billing.

Annual or periodic payments would be made by the town to the fire districts for the provision of fire fighting services.
Town of Dorset

Interlocal contract

The fire districts would agree to respond to all fire calls within the town and the town would agree to pay the fire district a fixed amount for these services.
Town of Dorset

Interlocal contract

All taxpayers in the town would be subject to the same tax for fire fighting services and would be subject to a uniform tax rate, regardless of the location of their property.
Both fire districts would retain their operational autonomy while taking advantage of the administrative efficiency of having the town bill and collect taxes.

Property tax delinquencies would be borne by the town but the town would enjoy the benefit of the statutory interest and penalty charged on overdue taxes.
Simplicity - Would not require voter approval or any wholesale change in the way the town or the districts are organized or operate.

Flexibility - Neither the town nor the districts are locked into a long-term arrangement.
Dorset Fire District No. 1

Fire District Nixes Interlocal Deal
Manchester Journal  June 10, 2011
24 V.S.A. § 4901. Authorization

(a) Any one or more municipalities may contract with any one or more other municipalities to perform any governmental service, activity, or undertaking which each municipality entering into the contract is authorized by law to perform, provided that the legislative body of each municipality approves the contract, and expenses for such governmental service, activity, or undertaking are included in a municipal budget approved under 17 V.S.A. § 2664 or comparable charter provision. contract.
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24 V.S.A. § 4902. Contents of contract

(a) The contract shall set forth fully the purposes, powers, rights, and objectives, and responsibilities of the contracting parties.

(b) The contract may provide:

1. That one person shall hold the same office or offices in the participating municipalities, notwithstanding any provision of law to the contrary.

2. The method of choosing officers by election or appointment, the term of office, the compensation of, or mode of setting the compensation of, and the authority to discharge, a person holding office under subdivision (1) of this subsection.

3. For any duly constituted local or regional board to have jurisdiction in all the municipalities.
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Interlocal Contracts

24 V.S.A. § 4902. Contents of contract
(a) The contract shall set forth fully the purposes, powers, rights, and objectives, and responsibilities of the contracting parties.
(b) The contract may provide:
   (4) For a transfer of a local service function or activity or a portion thereof, previously authorized or exercised by a municipality, to another municipality.
   (5) For the acquisition and maintenance of property, forces and services which the municipalities participating in the contract are authorized by law to acquire and maintain.
   (6) For the use of any property, equipment or personnel of a municipality which is a party to the contract in connection with a joint service or activity authorized by the terms of the contract.
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(b) The contract may provide:

(7) For the deposit of funds appropriated, received or contributed for purposes of any joint municipal activity or service in one or more special bank accounts, and for designation of persons authorized to have custody of and to draw on such funds.

(8) For the exercise of any powers consistent with law in order to carry out the purposes contemplated in the contract.
Interlocal Contracts

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   (8) For the exercise of any powers consistent with law in order to carry out the purposes contemplated in the contract.
BARRE TOWN - WILIAMSTOWN
EMERGENCY MEDICAL SERVICES DIRECTOR
INTERLOCAL AGREEMENT

This Agreement, entered into and executed on the _____ day of _____________, 2000 under authority of 24 V.S.A. 2604 and 4901-4902, by and between the TOWN OF BARRE ("Barre Town") and the TOWN OF WILLIAMSTOWN ("Williamstown"), adjacent municipalities located respectively in the County of Washington and in the County of Orange, Vermont:

WHEREAS, the parties to this Agreement each provide ambulance and emergency medical services within their respective jurisdictions; and

WHEREAS, the parties, by and through their respective legislative bodies, have found and determined that the mutual and cooperative provision of a fulltime Emergency Medical Services Director will be in their best interests and the best interests of their communities; and

WHEREAS, for the purposes stated herein, and in consideration thereof, the parties to this Agreement have agreed between themselves to recruit, select and employ a qualified fulltime Emergency Medical Services Director in the manner provided herein; and

WHEREAS, in order to memorialize the understanding of the parties hereto and interrelated
INTERLOCAL CONTRACT
DEFINITIVE VERSION AS OF SEPTEMBER 8, 2008

THIS AGREEMENT is entered into as of the 8th day of September, 2008, by and among the TOWN OF ______________ and the Vermont municipal corporations identified on Exhibit A, (collectively, the “Participants”), and such other Vermont municipalities that may subscribe to these presents as Participants, under the provisions of 24 V.S.A. §§4901-4902, and as provided herein.

WHEREAS, the Participants have conducted and concluded a preliminary investigation and analysis relating to the delivery of telecommunications services to the inhabitants, governments and businesses of their respective communities; and

WHEREAS, the Participants have made a preliminary finding and determination that the public good will benefit from having available in their communities reliable, affordable and universally accessible telecommunications services; and

WHEREAS, the Participants have made a preliminary finding and determination that it is economically and technically feasible to provide a telecommunications system among and within their respective communities; and

WHEREAS, the Participants have entered into discussions relating to the advisability and feasibility of one or more commercial and non-profit enterprises (the “Providers”) furnishing telecommunications and support services to the Participants and their inhabitants; and

WHEREAS, as provided in 24 V.S.A. §§1912(a) and 1913, each Participant is authorized and empowered to operate “communications plants” for the delivery of “communication services”; and

WHEREAS, the parties desire to use this Interlocal Contract in order to memorialize their mutual understandings with respect to these presents, and to provide a vehicle for participation in this undertaking by additional municipalities; and
INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into by and between the CITY OF MONTPELIER (the "CITY") and BERLIN FIRE DISTRICT NO. 1 (the "FIRE DISTRICT") under authority of 24 V.S.A. §§1472 and 3305, Section 1 of No. 317 of the Acts of 1957, and Section 7 of No. 318 of the Acts of 1957:

IN CONSIDERATION OF ONE DOLLAR, and other good and valuable consideration, payment, sufficiency and receipt of which is mutually acknowledged, and in consideration of the several covenants, representations, undertakings and commitments set forth herein, the parties agree as follows:

1. The term of this Agreement shall be twenty-five years, commencing July 1, 2003, and shall renew itself automatically for another term of twenty-five years, subject to

   a. the parties mutually terminating the same at any time;
   b. either party terminating this Agreement upon five years’ advance written notice to the other party; or
   c. ratification by the General Assembly of the merger of the FIRE DISTRICT and the CITY as approved on March 5, 2002.

2. Notwithstanding the continued existence of the FIRE DISTRICT, CITY, effective July 1, 2002, has assumed the testing, monitoring, reporting and regulatory compliance functions of FIRE DISTRICT’s public water supply system under permits and licenses granted to the CITY by the Secretary of the Agency of Natural Resources.
Questions
The level of Lake Fairlee is maintained by a private dam which increases the natural volume of the lake by approximately 20%.
The management of Eurasian Milfoil is an ongoing issue. Efforts to manage milfoil in lake have been lead by the Lake Fairlee Association, a private nonprofit corporation.
Lake Fairlee
Other concerns relating to the lake include the uniformity of shoreline land use regulations in the three municipalities surrounding the lake.
What opportunities are available to West Fairlee, Fairlee and Thetford to address these issues together?
A municipal entity operating under a written agreement approved by the attorney general and the voters of the member municipalities. 24 V.S.A. 4802-4833, 4861-4868.

Most common examples are the state’s solid waste management districts.
Essentially, a new, limited-purpose, municipality serving a geographic area comprised of multiple towns.

Has all of the potential authorities of the member municipalities, including the authority to borrow, tax, etc.
Selectboards of two or more municipalities enter an agreement to create a joint municipal survey committee. 24 V.S.A. 4831.

Survey committee is comprised of an equal number of representatives from each municipality, appointed by the respective selectboards. 24 V.S.A. 4833.

The committee is authorized to make surveys and studies and conduct research, “to enable municipalities to make the most efficient use of their powers by cooperation with other municipalities on the basis of mutual advantage...” 24 V.S.A. 4382(1).
The committee can vote to approve an agreement for the creation of the union municipal district. The agreement must contain:

- The structure of the organization created under the agreement.
- The purposes of the organization.
- The manner of election or appointment of the officers, and their authorities and duties.
- The means of establishing a budget and financing the district, and the method for assessing municipalities.
- Dissolution of the UMD, amendment of the agreement, withdrawal of a municipality. 24 V.S.A. 4862.
The agreement must be submitted to the attorney general for approval. If no response in 30 days, then automatically approved. 24 V.S.A. 4802.

Requires voter approval by Australian ballot. Separate voting in each municipality on the same day.

Submission for approval by the Legislature is recommended.
Through an interlocal agreement, Fairlee, West Fairlee and Thetford could jointly acquire the Lake Fairlee dam.

Agree to the creation of special assessment districts within in each town to raise tax revenues for the purchase and maintenance of the dam and milfoil management.
Questions
Police Services

Providing law enforcement services is a significant and continuing challenge for Vermont municipalities, especially smaller communities.

Rural areas of the state are often underserved by law enforcement agencies and response times are often considered unsatisfactory, especially for the quality-of-life offenses prevalent in rural areas.
Police Services

“The reality is that crime is increasing in Vermont and rural communities without police departments of their own and that do not contract for coverage and services with other agencies do not have law enforcement officers in their jurisdictions on anything approaching a regular basis. This will have an obvious effect of increasing response times and decreasing availability.”

Intermunicipal Police Services

• Towns may enter into agreements for intermunicipal police services under 24 V.S.A. 1938(a).

• Presently there are only three municipal police service agreements in effect in Vermont: Hardwick/Greensboro, Royalton/Sharon, St. Albans City/St. Albans Town.
Intermunicipal Police Services

- A written agreement
- Scope of services
- Powers, duties and responsibilities of each participant.
- Governing authority for officers.
- Use of equipment, supplies and materials during the period of mutual service. 24 V.S.A. 1938(b).
Intermunicipal Police Services

- Hardwick provides 54 hours of police coverage per month to Greensboro.
- Hardwick supplies all equipment and insurance.
- Operational and scheduling decisions and “all actions regarding policing” are under the control of the Hardwick police chief.
Intermunicipal Police Services

- Royalton provides Sharon 700 hours of police services annually.

- Royalton and Sharon both provide insurance.

- Royalton supplies all equipment and retains authority to direct police operations.
Questions
Fire Services
Intermunicipal Fire Protection
Traditional Mutual Aid Model

Individual fire companies or departments operating under a mutual aid agreement, each with a separate relationship with its own town.
The Mutual Aid Model

- The most common model in the state. Range from informal interdepartmental agreements to district fire mutual aid systems approved by the State fire marshal.

- The Bennington County Mutual Aid Association includes Arlington, Bennington, Bennington RFD, Dorset, Manchester, North Bennington, Peru Pownal, Readsboro, Rupert, Sandgate Shaftsbury, Stamford Winhall.

- Low administrative costs but lots of potential redundancy in equipment, capital costs, and operations. Diffuse operations of multiple departments may limit opportunities to improve services.
Intermunicipal Fire Protection
Private Service Model

One private incorporated fire company, having contracts or agreements to serve multiple towns.
The Private Service Model

Fire Company

• Single incorporated organization, operating according to its own bylaws. Has a board of directors. Selects its own membership and chooses its own leadership.

• Company retains the autonomy of being a private organization, while receiving the support of the towns.
The Private Service Model

Company will receive the bulk of its **funding from the towns**, perhaps under separate contracts or **agreements** with each of the towns.
The Private Service Model

From perspective of towns, there may be a lack of accountability and control over budget or expenditures.

Example: East Montpelier Fire Volunteer Fire Department, Inc. contracts with East Montpelier, Calais, and Woodbury to provide fire and rescue services.
Intermunicipal Fire Protection Interlocal Contract Model

Municipalities *contract* with other municipalities to perform services.

**Example:** Brighton contracts with Island Pond to provide fire services. City of Vergennes contracts with Panton.
Questions