

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF DORSET AND THE TOWN OF MANCHESTER
RELATIVE TO PUBLIC SAFETY AND EMERGENCY SERVICES

SECTION I Recitations

Whereas, the Town of Dorset, a municipal corporation, is located in the Northshire of Bennington County and abuts the Town of Manchester to the north, and is governed under the Selectboard/Town Manager form of government as authorized by the laws of the State of Vermont; and,

Whereas, the Town of Manchester, a municipal corporation, is also located in the Northshire of Bennington County and abuts the Town of Dorset to the south, and is governed under the Selectboard/Town Manager form of government as authorized by the laws of the State of Vermont; and,

Whereas, the Town of Dorset has approximately 2,031 residents, and a substantial part-time and seasonal population; and the Town of Manchester has 4,391 residents, and a substantial part-time and seasonal population; and,

Whereas, the Town of Dorset is approximately 47.9 square miles in area and the Town of Manchester is approximately 42.1 square miles in area; and,

Whereas, the Town of Dorset's Grand List is \$719,716,386 and the Town of Manchester's Grand List is \$1,261,628,300; and,

Whereas, the Town of Dorset Selectboard and Town of Manchester Selectboard agree that it is increasingly challenging to provide cost-effective, efficient services to the residents of the Town of Dorset and Town of Manchester; and,

Whereas, the Town of Dorset Selectboard and Manchester Selectboard agree that public safety, including law enforcement, fire services, emergency medical services and emergency management, represent essential services; and,

Whereas, the Town of Dorset and Town of Manchester, both so-called Sending Towns under the Vermont education funding formula (Act 60 and Act 68), are required to direct a significant portion of local property tax revenues to the State of Vermont and its Education Fund, which are used to fund education in other communities; and

Whereas, the increasing tax burden associated with Act 60 and Act 68 continues to provide challenges to economic and population growth in the Town of Dorset and Town of Manchester; and,

Whereas, the Town of Manchester maintains a police department with eight full-time sworn police officers as well as part-time officers and a twenty-four hour dispatch center with both operations located in the public safety facility located at 6041 Main Street in the Town of Manchester; and,

Whereas, the Town of Dorset provides law enforcement services to its citizens through contracts with county and state law enforcement agencies and dispatch services for its fire districts through contracted services; and,

Whereas, the Town of Dorset and the Town of Manchester maintain separate emergency management functions; and,

Whereas, the Town of Dorset is served by two chartered fire districts, managed by prudential committees, and the Town of Manchester is served by a fire department, which is a Town department under the supervision of the Selectboard and Town Manager; and,

Whereas, the Town of Dorset and the Town of Manchester, and other neighboring towns, are served by the Manchester Rescue Squad, a separate incorporated not-for-profit that is headquartered in the Town of Manchester's public safety facility; and,

Whereas, the Town of Dorset and Town of Manchester provide substantial direct aid and in-kind aid to the Manchester Rescue Squad.

SECTION II Resolutions

2.1 *Wherefore, be it resolved*, that in the spirit of good government and regional cooperation the Dorset Selectboard and the Manchester Selectboard and the Town Manager of Dorset and his staff, and Town Manager of Manchester and his staff hereby pledge to work cooperatively to study greater collaboration and possible consolidation of public safety and emergency services between the Town of Dorset and Town of Manchester; provided, that nothing in this Memorandum of Understanding shall be considered binding, except payments related to the study that are required herein, or otherwise supersede the powers vested in the Town of Dorset and its Selectboard or the Town of Manchester and its Selectboard, that this MOU is intended to create a cooperative study process and is not intended to create a partnership or a joint venture; and that either party may withdraw its support upon a majority vote of its select board and upon written notice to the other town; and,

2.2 That the Town of Dorset and Town of Manchester agree to cooperate and provide any and all documents and information necessary and required to study the matters authorized herein, and to maintain confidentiality whenever necessary and as authorized in the laws of the State of Vermont; and,

2.3 That the Town of Dorset has agreed to hold harmless and indemnify the Town of Manchester as it relates to this Memorandum of Understanding and the related study, and further agrees to maintain customary general liability insurance; and the Town of Manchester has agreed to hold harmless and indemnify the Town of Dorset as it relates to this Memorandum of Understanding and the related study, and further agrees to maintain general customary liability insurance; and,

2.4 That the Dorset Selectboard and the Manchester Selectboard hereby agree to warn as part of the 2014 Town Meetings, funding, either as a warned article or included in the Fiscal Year 2015 budget, to study the issues agreed upon herein using a professional or academic organization mutually agreed upon by the Dorset Selectboard and the Manchester Selectboard and qualified to analyze and make recommendations about governance, management and administration, of police services, fire services, emergency medical services and emergency management related to increased collaboration and/or consolidation and any other matters necessary to carry out the spirit of this Memorandum of Understanding and the study authorized herein; and

2.5 That the Town of Dorset, through its Select Board, and Town of Manchester, through its Selectboard, shall jointly issue a mutually agreed upon "Request For Proposals" (RFP) based on this MOU by April 30, 2014, thereabout; submissions shall be due by June 4, thereabout; the Workgroup referenced herein shall review submissions and make a recommendation relative to the RFP to the Dorset Selectboard and Manchester Selectboard by June 27, 2014, thereabout; and that the Dorset Selectboard and Manchester Selectboard shall accept or reject the recommendation of the Workgroup within fourteen days, or as soon as practical, and that both legislative bodies shall be required to approve the recommendation before any study may proceed; and,

2.6 That the study authorized herein shall begin on or around July 15, 2014 and that the Town of Dorset and Town of Manchester intend to work in an expeditious and efficient manner so that the study authorized herein may be completed on or before November 30, 2014, if possible; and,

2.7 That an executed copy of this Memorandum of Understanding shall be recorded with the town clerks of the Town of Dorset and Town of Manchester; and,

2.8 That the Town of Dorset and Town of Manchester acknowledge and respect the long-standing traditions and history of the fire departments, public safety and emergency services organizations that serve the Town of Dorset and Town of Manchester; and,

2.9 That the Town of Manchester shall pay all invoices and costs associated with the study authorized herein, and the Town of Dorset shall reimburse the Town of Manchester for 36%, based on Grand Lists, of costs associated with the study not more than 30 days after invoiced by the Town of Manchester.

2.10 *Lastly, be it further resolved*, whenever reasonable, the Town of Dorset and Town of Manchester will pursue state and federal funds to help offset the costs associated with the study authorized herein.

SECTION III Creation of Public Safety Workgroup

The Town of Dorset and Town of Manchester agree to form a Public Safety Workgroup (herein referred to as Workgroup) and invite the following individuals to participate:

Two members of the Dorset Selectboard; two members of the Manchester Selectboard; the appointed Town Manager of the Town of Dorset; the appointed Town Manager of the Town of Manchester; chief of the Dorset Fire District and a resident of the District appointed by the chief; the chief of the East Dorset Fire District and a resident of the District appointed by the chief; chief of the Manchester Fire Department and a resident appointed by the chief; chief of police of the Manchester Police Department; sergeant of the Manchester Police Department; president of the Manchester Rescue Squad; chief operating officer of the Manchester Rescue Squad; two residents of the Town of Dorset appointed by the Dorset Selectboard; two residents of the Town of Manchester appointed by the Manchester Selectboard; and the Executive Director of the Bennington County Regional Commission.

Provided, that the Dorset Selectboard and Manchester Selectboard may amend the membership of the Workgroup to ensure fair representation between the Town of Dorset and Town of Manchester.

Furthermore, the Town of Dorset and Town of Manchester agree to include, when appropriate, regional and state organizations and partners, including but not limited to Vermont State Police, Vermont Department of Emergency Management and Homeland Security, Vermont Department of Public Safety, Vermont Department of Public Health and the Bennington County Sheriff's Department and other towns in northern Bennington County and the region.

The Workgroup shall meet on or around January 6, 2014, and each month thereafter. The purpose of the Workgroup is to gather information and achieve a greater understanding of the public safety services of the Town of Dorset and Town of Manchester. The Workgroup shall also be responsible for evaluating responses to the RFP authorized herein and making recommendations to the Dorset Selectboard and Manchester Selectboard. The Workgroup shall also provide a forum for public input. All meetings shall be open to the public and warned, in at least three places in the Town of Dorset and at least three places in the Town of Manchester, and in accordance with the laws of the State of Vermont. The Workgroup shall take minutes, approve minutes and file the minutes with the town clerks of the Town of Dorset and Town of Manchester.

SECTION IV Scope of the Study

The Town of Dorset, Vermont and the Town of Manchester, Vermont hereby agree to work cooperatively to study for the following issues:

First, overall, study the advantages and disadvantages of consolidating some or all public safety and emergency services (including police, fire, and emergency medical services) between the Town of Dorset and Town of Manchester; and,

Second, overall, study opportunities for greater collaboration relative to fire services and emergency management between the Town of Dorset and Town of Manchester; and,

Third, overall, study the short-term and long-term costs, both operating and capital (including facilities, equipment and vehicles), of consolidating some or all public safety and emergency services; and,

Fourth, overall, study the total cost (short-term and long-term) of maintaining the current public safety and emergency services organizations and departments in the Town of Dorset and Town of Manchester; and,

Fifth, overall, study the advantages and disadvantages of providing emergency medical services as a consolidated municipal function between the Town of Dorset and Town of Manchester; and,

Sixth, overall, study options related to the overall organizational structure, management and administration, funding and related funding formulas, and governance of consolidated services between the Town of Dorset and Town of Manchester; and,

Seventh, overall, study legislative, legal, organizational and cultural hindrances that may limit the ability of the Town of Dorset and Town of Manchester to consolidate public safety and emergency services; and,

Eighth, overall, study and inventory current assets (including but not limited to vehicles, equipment, and facilities) owned by the Town of Dorset, Dorset Fire District # 1, East Dorset Fire District # 1, and the Town of Manchester and used for public safety and emergency services, as well as current public safety personnel (including training); and,

Ninth, relative to police services, study the advantages and disadvantages to forming one regional police department to serve the Town of Dorset and Town of Manchester that shall provide comparable services (including but not limited to general police services, routine patrols, traffic enforcement and criminal investigations), to the Town of Dorset and Town of Manchester based on population, land area, need and other applicable factors, and make recommendations that will provide for accountability and transparency through reporting and tracking of assets and services allocated to each town; and,

Tenth, relative to police services, study the operating costs, personnel needs and capital costs associated with creating a regional police department; and,

Eleventh, relative to police services, study the advantages and disadvantages to providing year round twenty-four hour police coverage to the Town of Dorset and Town of Manchester as part of a regional police department; and,

Twelfth, relative to dispatch services, study the advantages and disadvantages of providing dispatch services, using a common centralized dispatch center, to the Town of Dorset and Town of Manchester to better provide regional emergency communication and enhance emergency services, as well as provide a central point of communications for public works; and,

Thirteenth, relative to animal control services, study the advantages and disadvantages to providing animal control services through a regional police department or otherwise; and,

Fourteenth, relative to fire services, study opportunities to consolidate or provide for greater collaboration in an effort to create efficiencies, increase services and provide for greater advancement, specialization and training opportunities for the current and future members of the two fire districts of the Town of Dorset and the fire department of the Town of Manchester; and,

Fifteenth, relative to fire services, study the effect that a consolidated fire department may have on property insurance rates to business owners and homeowners as well as response time and coverage; and,

Sixteenth, relative to emergency medical services, study the overall economics as well as funding streams, such as health insurance billing, related to emergency medical services; and,

Seventeenth, relative to fire services and emergency medical services, study the advantages and disadvantages to combining fire services with emergency medical services;

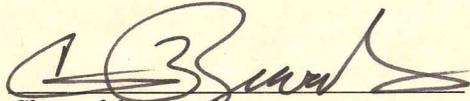
Eighteenth, relative to emergency management, study greater collaboration, including a central emergency operations center (EOC), central information collection and dissemination system, a common planning process, and greater opportunities to employ the unified command structure as described in the National Incident Management System (NIMS);

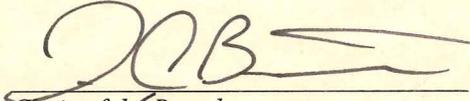
Nineteenth, study any other matters germane to this public safety study but not otherwise contained herein and agreed upon by the Town of Dorset and Town of Manchester; and,

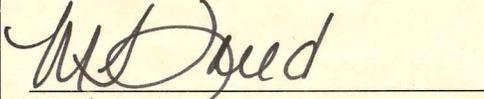
Twentieth, produce a final report that includes necessary data and facts, makes conclusions and provides recommendations to the Selectboard of the Town of Dorset and the Selectboard of the Town of Manchester.

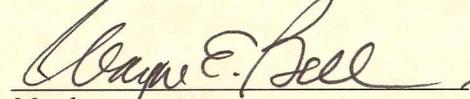
For the Town of Dorset, Vermont:

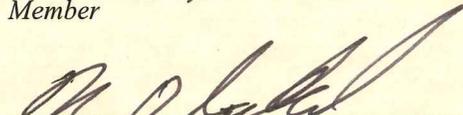
For the Town of Manchester, Vermont:

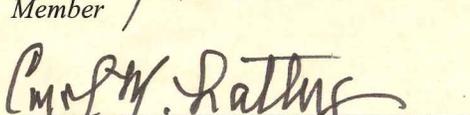

Chair of the Board

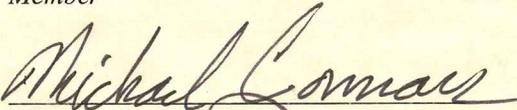

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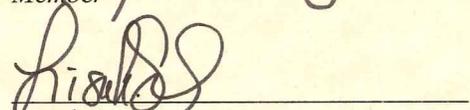

Member


Member

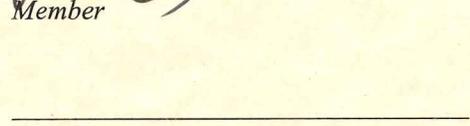

Member

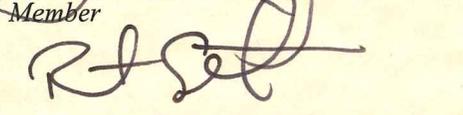

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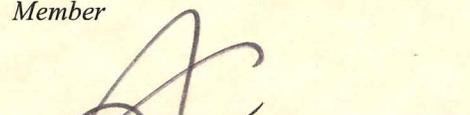

Member


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Member


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Town Manager


Town Manager

Date:

Date:

DECEMBER 5, 2013

DECEMBER 5, 2013