

AGREEMENT FOR POLICE SERVICES

This Agreement made this _____ day of _____ 2010, between the Burlington Police Department (“BPD”) and the Burlington International Airport Department (“Airport”), both departments organized under the charter of the City of Burlington, Vermont, in order to provide for the proper level of police services at Burlington International Airport (“BIA”).

In consideration of the mutual covenants and promises herein contained, BPD and Airport hereby covenant and agree as follows:

1. BPD will provide properly trained, equipped and uniformed Burlington Police Officers to perform law enforcement, security services and traffic control for the BIA as set forth in the Memorandum of Agreement (“MOA”) between the departments, the effective date of which is May 1, 2008, attached hereto as Exhibit A. The terms and conditions of said MOA are hereby incorporated into the terms and conditions of this agreement and said MOA is, by the written mutual consent evidenced by this agreement, superseded by this agreement and will no longer be in effect as a separate agreement as of the effective date of this agreement.

2. As stated in § IV (A) of said MOA, the departments agree that the BPD shall provide law enforcement personnel at BIA in accordance with 49 CFR 1542 §§ 215 and 217 and Security Directive 1542-06-01D as of the effective date of this agreement: “specifically, one Burlington Police Officer ‘Officer(s)’ for each open security screening ‘Checkpoint(s)’,” that “the Officer(s) need not be physically located at the checkpoints but must be on Airport property at all times while the checkpoints are open in order to respond to simultaneous

incidents at different locations,” and that “the required response time to a screening checkpoint alarm is three minutes.”

A. Notwithstanding the foregoing, Airport may call for in writing a change to the minimum staffing by BPD officers, including duty times and command staff presence, and BPD shall provide said staffing unless the request is for an increase in minimum staffing, and said request exceeds the capacity of BPD to provide said staffing and meet its policing obligations to the City of Burlington and State of Vermont. Airport shall provide a written notice of any change in minimum staffing to BPD 30 days prior to any such change. In the event BPD determines that its capacity to provide increased minimum staffing as requested by Airport is exceeded, BPD shall inform Airport within 14 days of the request to be followed expeditiously by discussions between the Parties in order to arrive at a mutually satisfactory staffing level. Airport reserves the right to obtain policing services from other agencies in the event BPD determines it does not have the capacity to provide the minimum staffing requested by the Airport.

B. The initial minimum staffing upon execution of this Agreement shall be two officers shall be on duty on a daily basis from 4:30 a.m. to 12:30 p.m.; two officers shall be on duty on a daily basis from 12:30-p.m. to 8:30 p.m.; and one officer shall be on duty from 8:30 p.m. to 4:30 a.m. In addition, one Lieutenant shall be on duty at BIA twenty (20) hours per week to oversee services. Changes to this staffing shall be made in accordance with § 2 A above. The Parties acknowledge and understand that the annual compensation provided for in § 6, below, is based upon this initial minimum staffing level, and that annual compensation amounts will be adjusted consistent with § 9, below, for any changes to the minimum staffing level.

3. As stated in § IV (B) of said MOA, the departments also agree that Airport will keep BPD informed of any changes to the requirements of SD 1542-06-01D as it applies to law enforcement personnel.

4. BPD shall have the right to cancel this Agreement should it determine that the staffing requirements exceed its capacity to provide police services to the City of Burlington commensurate with its obligations under law. BPD shall provide written notice of said determination at least 60 days prior to the exercise of its right to cancel this Agreement. Airport shall have the right to cancel this Agreement in its entirety upon or after the happening of both of the following events:

A. If BPD shall default in fulfilling the terms of this Agreement by failing to have the requisite number of Officers on duty and shall fail to remedy said default within a reasonable period of time following receipt by BPD of demand from the Airport to do so, and

B. If BPD shall have failed to cure the aforementioned default on three or more occasions within a one year period.

5. The term of this Agreement shall be three (3) years, commencing retroactive to July 1, 2009, and terminating June 30, 2012, subject to Airport's renewal options in § 7, below.

6. For and during the term hereof, Airport shall pay to BPD the following annual compensation for services rendered hereunder, in equal monthly installments on the first day of each and every month without billing. Airport shall not be responsible for the payment of any wages, expenses, social security taxes, federal and state unemployment insurance or any similar taxes relating to the employment of the Police Officers assigned to work at BIA.

a. Compensation for year 1 of the Agreement (July 1, 2009 to June 30, 2010) shall be One Million Sixteen Thousand Dollars (\$1,016,000.00).

b. Compensation for year 2 of the Agreement (July 1, 2010 to June 30, 2011) shall be One Million Forty Six Thousand Dollars (\$1,046,000.00).

c. Compensation for year 3 of the Agreement (July 1, 2011 to June 30, 2012) shall be One Million Seventy Seven Thousand Dollars (\$1,077,000.00).

7. This agreement shall terminate on June 30, 2012 unless Airport provides BPD written notice not less than three (3) months prior to June 30, 2012 of Airport's intent to exercise its option to renew this Agreement for an additional term of one year, commencing July 1, 2012 and terminating June 30, 2013. Such renewal shall be on the same terms and conditions provided herein except that Airport shall pay to BPD an annual compensation for such renewal term in the amount of One Million One Hundred Nine Thousand Three Hundred Ten Dollars (\$1,109,310.00). Airport shall have the option to renew this agreement for additional one year terms by providing written notice not less than three (3) months prior to the end of the existing term. Such renewal shall be on the same terms and conditions provided herein except that BPD's annual compensation shall be increased by 3% over the amount of compensation for the preceding year.

8. In addition to those duties statutorily required and incidental to normal law enforcement functions, the duties of the Police Officers assigned to BIA shall include physical protection of grounds, equipment and property at BIA, enforcement of statutes, ordinances and rules and regulations of the Federal Government, State of Vermont, Cities of Burlington and South Burlington and the BIA, traffic control, and generating written reports concerning all incidents or hazardous conditions occurring during each shift of duty.

The departments hereto recognize that responsive and efficient service to the traveling public requires that ongoing efforts be made to eliminate congestion of driveways and parking areas at the BIA. Traffic control is therefore recognized to be an important part of the duties of the Police Officers hereunder, and BPD will deploy their resources accordingly.

The Police Officers will act on their own initiative and on orders from authorized personnel of BPD. In addition, the Police Officers will act promptly upon request of the Airport Manager or his/her designee to perform services hereunder. BPD shall be responsible for the means, methods and techniques of Police operations and activities incidental thereto, and the foregoing shall not be construed to in any way infringe upon the province of the Police to render decisions concerning the performance of Police functions.

9. Consistent with process set forth in § 2, above, it is agreed that Airport may, at its option, call for changes in the minimum staffing levels of Police Officers based upon the Airport's needs, changes in the requirements mandated by a Federal Authority such as the Transportation Security Administration or the Federal Aviation Administration, or under emergency circumstances. In the event there is an increase in the minimum staffing level, the departments agree that Airport shall pay as increased annual compensation an amount not to exceed the actual costs plus benefits for each additional Police Officer FTE over the minimum staffing level in § 2 B, above. In the event there is a decrease in the minimum staffing level, the departments agree that the annual compensation set forth in § 6, above, shall be decreased by an amount equivalent to the actual costs and benefits of each Police Officer FTE that is no

longer required as a result of the decrease in the minimum staffing level.

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first above written.

Burlington International Airport Department

By: _____
Brian Searles, Aviation Director

Burlington Police Department

By: _____
Michael Schirling, Chief