



State of Vermont
Windham County Sheriff's Office
 P.O. Box 266 (Route 30)
 Newfane, VT 05345
 Tel: (802) 365-4942
 Keith D. Clark, Sheriff



CONTRACT # 2018-023

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT made this 27th day of July, 2017, by and between the Windham County Sheriff's Office having its office in Newfane, Vermont (hereinafter the "Office") and the Town of Marlboro having its office in Marlboro, Vermont (hereinafter the "Town"), pursuant to 24 V.S.A. § 291a.

Recitals

Whereas, the Town desires to contract with the Office for the performance of law enforcement services; and

Whereas, the Office is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

Whereas, such law enforcement agreements are authorized and provided for pursuant to Title 24, Section 291a of the Vermont Statutes.

Now Therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Scope of Services

- A. The Office shall provide general law enforcement services on behalf of the Town to the extent and in the manner set forth in this Agreement.
- B. Such services shall include those duties and functions of the type coming within the jurisdiction and customarily rendered by the Office, including but not limited to: furnishing patrols, investigating, apprehending, preparing for prosecution, and the final disposition of any motor vehicle violation, vehicle identification number (VIN) verification, and local ordinance violations.
 - i. The Office will only conduct VIN verification services with the Town during its regular patrol schedule. No special trips to the Town will be made for the singular purpose of providing VIN verifications.
- C. All matters incident to the performance of such services or the control of personnel employed to render such services under this Agreement shall be and remain in the control of the Office. All deputy sheriffs assigned to service for the Town pursuant to

this Agreement shall be subject to and shall abide by all policies and procedures of the Office.

- D. The Town agrees that all emergency calls will be directed to the appropriate Town's primary law enforcement agency. The Office agrees to supplement policing services in addition to the respective primary law enforcement agency's resources at the request of the Town Administration.
- E. The Office may assist other agencies in an emergency within or in close proximity to the Town and will request, if needed, assistance from other agencies.
- F. The Town acknowledges that policing activities can result in court hearings in which the Office's staff is required to attend. The Town agrees to compensate the Office for activities including but not limited to, court hearings, depositions and other legal processes for activities performed pursuant to this contract.

2. Compensation

- A. The Office shall be paid at the Regular Rate of \$51.00 per hour per deputy, and will cover related expenses for the hourly wage of the deputy; including workman's compensation, unemployment, social security, federal/state withholdings, Police Professional Liability coverage and supervision. The hourly rate includes the mileage reimbursement rate for cruiser use.
- B. The Town shall pay to the Office the sum of \$7,644.00 for the services provided under this agreement.
- C. The Town agrees to prepay for services. Payments will be made in 12 equal payments of \$637.00, due on or before the first of each month.
- D. The Town will be invoiced approximately one month prior to the first of each month for services provided under this contract.
- E. The Town agrees to promptly pay said statement immediately after the Town's first Selectboard meeting, held for purpose of approving bills/invoices, following the receipt of said invoice for law enforcement services.
- F. Notwithstanding the above, payments shall be made in full within thirty (30) days of billing invoice date for the contracted work by Office. All overdue accounts will be charged interest at the rate of 1½ (1.5%) per month, 18% per annum.
- G. The Town shall provide the Office with a signed copy of the contract prior to the start of services. Under exigent circumstances that may prevent a signature from the Town prior to the start of the services, the terms of this contract shall remain binding.

3. Personnel and Hours Provided.

- A. The Office agrees to provide fully equipped and trained deputy sheriffs and fully equipped vehicles to provide services upon request of the Town Administration.
- B. The Office agrees that it will schedule deputies on a regular basis to meet a goal of approximately 12.5 hours a month of patrol coverage. The Office agrees that based on input of the Selectboard the numbers of hours per month will be adjusted to the specially identified needs of the Town
- C. The Town may provide the Office with a letter designating the names and/or positions of personnel authorized to request services under this agreement. Absent this letter, requests for service will only be accepted by the Office from the following, who will hereinafter be referred to as Town Administration:
 - i. Pieter van Loon, Chair
 - ii. Patti Smith, Vice Chair
 - iii. Tyler Gibbons
- D. The Town agrees that any personnel or policy concerns shall be raised with the Sheriff and his or her designee and not with on-duty deputies or staff.
- E. The Town will contact the Sheriff and his/her designee if they wish a change or special emphasis made to satisfy the Town's law enforcement needs.

4. Equipment Provided by the Office.

- A. The Office shall furnish and maintain all necessary equipment and supplies to perform the law enforcement services under this Agreement. The Office shall furnish fully equipped police cruiser(s) for all services incurred in connection with law enforcement and related duties concerning the Town. The cost of vehicle operations shall be the responsibility of the Office except as otherwise provided in this agreement.
- B. The Office shall provide other law enforcement equipment reasonably necessary for provision of the services under this Agreement including, but not limited to, radio equipment, breath testing equipment, and radar units. Deputies shall be certified to utilize such equipment.
- C. The Town shall incur all expenses for any special equipment requested and approved by the Town for use by the Office in the furtherance of this Agreement.
- D. The Office shall be the owner of any and all equipment acquired for use by the Office in the furtherance of this Agreement. Any specialized equipment requested and

purchased by the Town shall remain the property of the Town.

5. Facilities, Equipment and Documentation Provided by the Town.

- A. The Town agrees, in lieu of providing facilities, a deputy conducting necessary activities in accordance with this agreement may be performed at a facility designated by the Office.
- B. The Town agrees to furnish the Office with certified copies of all municipal ordinances of the Town and make every effort to keep said ordinances current and consistent with Vermont and Federal laws, statutes, rules and regulations. The Town will furnish and legally post all signs necessary for advising the public of said municipal ordinances.
- C. The Town agrees to furnish the Office with certified copies of all municipal ordinances of the Town and make every effort to keep said ordinances current and consistent with Vermont and Federal laws, statutes, rules and regulations. The Town will furnish and legally post all signs necessary for advising the public of said municipal ordinances.
- D. The Town will furnish the Office with legal counsel or advice concerning their Town ordinances after consultation with the Town, if necessary.

6. Reporting and Documentation.

- A. No later than the 15th day of the month following the month of provided services, the Office shall provide to the Town:
 - i. Spreadsheet with Vermont Civil Violation Complaints (ticket(s)) issued during the preceding month.
 - ii. The Office will provide activity reports to the Town through the utilization of the electronic Sheriff's Town Activity Reporting System.
- B. The Town will designate in writing one of the Selectboard members or administrative officers to be a liaison with the Office.

7. Insurance. The Office shall purchase auto liability, general liability, law enforcement liability and worker's compensation insurance legally required to cover vehicles, personnel, and equipment used by the Office in the provision of the services under this Agreement.

8. Administration Fee. Pursuant to 24 V.S.A. § 291a(c), the Sheriff, as administrator of this Agreement, shall be entitled to compensation at a rate not to exceed 5% of the total contract amount. This administration fee does not increase the gross total cost for services specified in this Agreement. The Sheriff may elect to be paid some or the entire administration fee at

any time during the term of this Agreement.

9. **Arbitration.** All claims and disputes relating to this Agreement shall be subject to arbitration at the option of either the Office or Town in accordance with the Arbitration Rules as set out in the Vermont Arbitration Act contained in Chapter 192 of Title 12 of the Vermont Statutes Annotated. The Vermont Arbitration Act shall govern the arbitration procedures. Written notice of demand for arbitration shall be filed with the other party to this Agreement within a reasonable time after the dispute has arisen.

ACKNOWLEDGMENT 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.

In the event either party hereto must utilize arbitration as above mentioned or litigation to enforce any provisions of this Agreement, the prevailing party shall recover its reasonable fees and costs, including but not limited to, attorney's fees.

10. **Term.** The term of this Agreement shall be July 1, 2017 to June 30, 2018.
11. **Notice/Renewal.** On or before November 1, 2017 the Office shall notify the Town of the contract rates for the following year. Sixty (60) days prior to the end date of this Agreement, the Town shall provide the Office with written notice of whether it will renew the Agreement. Absent such notice, this Agreement shall automatically renew for a term of one year at the contract rates set by the Office in the notice.
12. **Termination.** Either party may terminate this agreement with 30 days prior written notice.
13. **Conflicts of Interest and Interference with Law Enforcement Duties.**
 - A. The Office is providing law enforcement services to the general public and the staff of the Town under this Agreement. It is the intention of the Office and the Town that those services be provided by the Office to the Town in a manner that is free from actual or apparent conflicts of interest. The deputy sheriffs assigned to provide services to the Town under this Agreement shall be trained and certified. Such deputy sheriffs shall use their training, experience, judgment and resources of the Office in carrying out law enforcement services under this Agreement. No employee, elected or appointed official or agent of the Town shall interfere with or attempt to influence any investigation, arrest or prosecution brought by any deputy sheriff under

this Agreement. For purposes of this Agreement, the terms "interfere" and "influence" shall mean any identification or use of an employee, official or agent's position in the Town with the intention or purpose of shaping, changing or swaying the decision or conduct of a deputy sheriff in connection with any specific law enforcement or traffic enforcement matter.

- B. Any employee, Officer or agent who has a concern about a law enforcement action, investigation or personnel, or who has been notified of such a concern, shall direct such concern to the Town Administration which will in turn direct the matter to the Sheriff for an appropriate response.
- C. No deputy sheriff providing service under this Agreement shall use or attempt to use his or her official position, official identification or badge for personal or financial gain, or for obtaining privileges not otherwise available to him or her from or through the Town.

14. Availability of Resources. This entire agreement is based upon availability of the Office's staff and resources.

15. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and prior understandings or representations preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in the Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding if evidenced in writing and signed by an authorized representative of each party. All provisions of this Agreement are severable and if any section or part thereof is found to be invalid or unenforceable, no other section shall be affected by that finding solely.


16. Governing Law. This contract will be governed by the laws of the State of Vermont.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 07TH day of August, 2017.

Dated: 8/7/17

Windham County Sheriff's Office

By:


MARK ANDERSON, CAPTAIN
~~Keith Clark, Sheriff~~

Dated: 7/27/2017

Town of Marlboro

By:


Duly Authorized Representative
Pieter van Loon
Select Board Chair