Franklin County Sheriff's Office

POLICE SERVICES CONTRACT
CONTRACT #: 18-0608-001

Agreement made this 12 day of March, 2018 by and between the Franklin County Sheriff's Office (hereinafter referred to as "OFFICE") and the Town of Georgia, a governmental entity (hereinafter referred to as "TOWN").

RECITALS

The parties recite and declare:

A. The OFFICE as part of its normal business provides law enforcement services on a contractual basis to governmental and non-governmental entities.

B. The TOWN is desirous of additional police presence within certain areas of the Town and enforcement of State Laws and the Municipal Ordinances for the regulation of speed, highways and traffic of said Town of Georgia.

For the reasons recited above and in consideration of the mutual covenants contained in this agreement the OFFICE and TOWN agree as follows:

SECTION ONE

SERVICES TO BE PROVIDED

The OFFICE shall provide to the TOWN police patrol services by uniform Deputy Sheriffs fully certified by the Vermont Criminal Justice Training Council. These services shall be provided in patrols consisting of a minimum duration of eight (8) hours each. The patrol activities shall primarily concentrate in areas of said Town mutually identified and determined to be priority police presence areas by the TOWN and OFFFICE. The patrols shall be scheduled by the Sheriff's Office.

SECTION TWO

TERM OF AGREEMENT

The service to be provided under and pursuant to this agreement shall commence on May 1, 2018. This agreement shall remain in effect until April 30, 2022.

SECTION THREE

LAW ENFORCEMENT

The office shall enforce all State Laws during the contract period at its discretion (see Section Eight). If municipal ordinances are to be enforced, the TOWN must provide certified copies of the ordinances to be enforced. Provisions for prosecuting violators of municipal ordinances must be made by the TOWN with a prosecuting officer to prosecute same.

SECTION FOUR

TIME CHARGES AND RATE

2018-2019: The OFFICE shall charge a monthly rate ($7,377.07) for all necessary investigations, office work, compiling reports and mileage. This monthly rate also includes the contracted 5% Administrative Fee. These charges and rates are not to exceed the amount of $88,524.80 for the term of this contract without the prior approval of the TOWN.

2019-2020: The OFFICE shall charge a monthly rate ($7,598.38) for all necessary investigations, office work, compiling reports and mileage. This monthly rate also includes the contracted 5% Administrative Fee. These charges and rates are not to exceed the amount of $91,180.54 for the term of this contract without the prior approval of the TOWN.

2020-2021: The OFFICE shall charge a monthly rate ($7,826.33) for all necessary investigations, office work, compiling reports and mileage. This monthly rate also includes the contracted 5% Administrative Fee. These charges and rates are not to exceed the amount of $93,915.96 for the term of this contract without the prior approval of the TOWN.

2021-2022[1]: The OFFICE shall charge a monthly rate ($7,826.33) for all necessary investigations, office work, compiling reports and mileage. This monthly rate also includes the contracted 5% Administrative Fee. These charges and rates are not to exceed the amount of $93,915.96 for the term of this contract without the prior approval of the TOWN.

SECTION FIVE

ADMINISTRATION OF CONTRACT

As per 24 VSA 291a, the Sheriff is entitled to compensation up to five percent of the total contract amount for administration of this contract and related services. This amount totals $4,426.24 in Year 1 (2018-2019). In Year 2 (2019-2020) this amount totals $4,559.03; and for Year 3 (2020-2021) and Year 4 (2021-2022) this amount totals $4,695.80.

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[1] No change in fee in Year 4.

The Sheriff's duties include: coordinating deputies to perform contract duties, maintaining required documentation and records related to performance of contract duties, performing contract duties where necessary; and serving as a liaison with the parties of the contract. The Sheriff shall be paid this compensation monthly over the term of this contract.

SECTION SIX

TIME OF PAYMENT

In consideration of the services to be rendered under the provision of this agreement, the TOWN agrees to pay the OFFICE in full within thirty (30) days of receipt of the monthly contracted patrol bill by the TOWN. The TOWN will be billed one month in advance for services to be rendered and will be guaranteed such services by the OFFICE.

SECTION SEVEN

EQUIPMENT

The OFFICE shall provide all equipment reasonably necessary for basic patrol and investigatory work. Such equipment shall include police vehicles, radio equipment, breath testing equipment, radar units, etc. Officers shall be certified to utilize the equipment which they employ in the course of this contract.

The OFFICE shall be the owner of any and all equipment acquired for use in the furtherance of this contract.

SECTION EIGHT

OFFICER CONTROL AND DISCRETION

The OFFICE shall at all times retain control of all discretionary police practices and decisions. This shall include the forwarding of criminal offenses to the prosecutor and the follow-up of evidence of criminal activity. The OFFICE and the TOWN agree that patrols for traffic law enforcement shall be regularly conducted and other regular police activities will be conducted including but not limited to enforcement of municipal ordinances for speed, highway and traffic.

SECTION NINE

DISPUTES

Should a dispute arise under this contract the OFFICE 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 15 business days, the parties agree the dispute shall be settled by a single arbitrator who shall be selected by the parties within 10 business days after either party has given the other a written request for arbitration of the dispute.

SECTION TEN

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. If any section of this agreement or part thereof is found to be invalid or unenforceable, no other section shall be affected by that finding solely. Further, this contract shall be governed by the laws of the State of Vermont.

SECTION ELEVEN

INSURANCE

The OFFICE shall carry appropriate professional liability insurance coverage, adequate insurance coverage for any automobile used in the performance of this contract and worker's compensation for its officers.

SECTION TWELVE

REPORTS

The OFFICE shall report to the Board of Selectpersons, as the authorized designee of said TOWN on a monthly basis and set forth the police activities conducted the previous month and also present an invoice itemizing the services provided.

Dated: 3-13-18 Franklin County Sheriff's Office

By: Robert W. Norris
Robert W. Norris, Sheriff

Dated: 3/12/18 Town of Georgia

By: Matt Ogden
Selectperson

By: Steve Lee
Selectperson

By:
Selectperson

By: Deborah Woodward
Selectperson

By:
Selectperson