



FRANKLIN COUNTY **SHERIFF**

POLICE SERVICES AGREEMENT AGREEMENT #: 25-0608-001

Agreement made this ____ day of _____, 2024 by and between the Franklin County Sheriff's Office (hereinafter referred to as "FCSO") and the Town of Georgia, a governmental entity (hereinafter referred to as "GEORGIA").

RECITALS

The parties recite and declare:

- A. FCSO, as part of its normal business, provides police services on a contracted basis to governmental and non-governmental entities.
- B. GEORGIA is desirous of police services within GEORGIA to include enforcement of State Laws and Municipal Ordinances.

For the reasons recited above and in consideration of the mutual covenants contained in this agreement, FCSO and GEORGIA agree as follows:

SECTION ONE

SERVICES TO BE PROVIDED

FCSO shall provide GEORGIA with police services conducted by uniformed Deputy Sheriffs certified by the Vermont Criminal Justice Training Council. These services will primarily concentrate on areas of GEORGIA mutually identified and determined to be priority areas by FCSO and GEORGIA. The patrols shall be scheduled by FCSO.

SECTION TWO

TERM OF AGREEMENT

The services provided under this agreement shall begin on January 1st, 2025, and shall remain in effect until June 30th, 2025.

SECTION THREE

LAW ENFORCEMENT

FCSO shall enforce all State Laws and municipal ordinances during the agreement period (see Section Eight). GEORGIA agrees to provide certified copies of the ordinances to be enforced to FCSO. Provisions for prosecuting violators of non-traffic related municipal ordinances must be made by GEORGIA with a prosecuting official to prosecute same.

SECTION FOUR

TIME CHARGES AND RATE

FCSO shall charge GEORGIA an hourly rate of \$91.03 for services rendered. GEORGIA will be billed at the end of the month for services rendered in the previous month.

This monthly rate also includes the 5% Administrative Fee (see section Five).

FCSO shall commit patrol resources with the target of providing twenty (20) weekly hours.

SECTION FIVE

ADMINISTRATION OF AGREEMENT

As per 24 VSA 291a, the Sheriff is entitled to compensation up to five percent of the total agreement amount for administration of this agreement and related services.

The Sheriff's duties include coordinating Deputies, maintaining required documentation and records related to performance of agreement duties, performing agreement duties where necessary, and serving as a liaison with GEORGIA.

Compensation, if taken, shall be granted on a monthly basis based on the total amount billable for the previous month.

SECTION SIX

TIME OF PAYMENT

In consideration of the services to be rendered under the provision of this agreement, GEORGIA agrees to pay FCSO in full within thirty (30) days of receipt of the monthly bill. GEORGIA will only be billed for services rendered in the previous month.

SECTION SEVEN

EQUIPMENT

FCSO shall provide all equipment reasonably necessary for basic patrol and investigatory work. Such equipment shall include, but is not limited to, police vehicles, radio equipment, breath testing equipment and speed detection devices. Deputies shall be certified to utilize the equipment employed during the course of this agreement.

FCSO shall be the owner of any and all equipment acquired for use in the furtherance of this agreement.

SECTION EIGHT

DEPUTY CONTROL AND DISCRETION

FCSO shall 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. FCSO and GEORGIA 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 agreement, FCSO and GEORGIA 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 fifteen (15) business days, the parties agree the dispute shall be settled by a single arbitrator who shall be selected by the parties within ten (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 FCSO and GEORGIA, and prior understandings or representations preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this 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. This agreement shall be governed by the laws of the State of Vermont.

SECTION ELEVEN

INSURANCE

FCSO shall maintain professional liability insurance, insurance coverage for any vehicle used in the performance of this agreement, and worker's compensation for its Deputies.

SECTION TWELVE

REPORTS

FCSO shall report the police activities conducted the previous month and also present an invoice itemizing the services provided to Town Administrator, as the authorized designee of GEORGIA, on a monthly basis.

The undersigned acknowledge and agree to the arbitration stipulations set herein and further acknowledge that neither party will be able to file lawsuit concerning any dispute that may arise which is covered by the arbitration, unless such dispute is a violation of civil or constitutional rights. Instead, both parties agree to submit such disputes to an impartial arbitrator.

Further, the undersigned acknowledge and claim that they are duly designated representatives of their respective organizations and have the authority to enter into this agreement on behalf of same.

Dated: _____ Franklin County Sheriff's Office

By: _____
John Grismore, Sheriff

Dated: _____ Town of Georgia

By: _____
Carl Rosenquist, Chair

