



Intermunicipal Police Agreement
Between the
Town of Hinesburg and the Town of Huntington
(DRAFT)

WHEREAS the Town of Hinesburg maintains a police force in accordance with 24 V.S.A. §1931 et. seq.; and,

WHEREAS the Selectboard of the Town of Huntington wishes to enter in to a contract with the Town of Hinesburg to provide police services; and,

WHEREAS Vermont statutes make provision for Intermunicipal Police Agreements;

NOW THEREFORE, LET IT BE RESOLVED that the Town of Hinesburg and the Town of Huntington enter into this agreement pursuant to 24 V.S.A. § 1938 for the provision of police services by the Town of Hinesburg to the Town of Huntington as described in this Agreement:

Article I
Management and Services

a) The Selectboard of the Town of Hinesburg may authorize the Chief of Police or other designee to provide police resources for intermunicipal police services. The Town of Hinesburg ("Hinesburg") hereby designates and shall provide services through its duly established Police Department ("Department") to the Town of Huntington ("Huntington"), as defined by this Agreement.

b) Hinesburg shall be responsible for and have sole jurisdiction over the management of the Department.

c) The Department shall provide Huntington an annual total of approximately 320 hours for duly certified policing services, including but not limited to traffic control and community policing services ("Services").

1. The Town of Hinesburg will make every possible attempt to provide Huntington with traffic control services during the heavy travel times of day as requested by the Town of Huntington; however, availability is based on staffing levels specific to on-duty officers.

d) These Services shall be distributed approximately as follows:

1. An average of 6 hours per week for routine traffic control and safety; and,
- e) Hinesburg shall inform Huntington when 300 hours of Services has been expended. Upon notification, Huntington may request additional hours of services.

Article II Funding

- a) Hinesburg shall invoice Huntington on a monthly basis for the Services.
- b) Services shall be billed to Huntington if and only if Services were provided in Huntington or as the direct result of Services provided in Huntington.
- c) The Department shall keep a monthly time log of Services provided in Huntington for the preparation of the monthly invoice. A copy of the time log shall be sent to Huntington on a monthly basis. During the first year, the Huntington Town Administrator and the Hinesburg Police Chief/Sergeant will meet on a monthly basis.
- d) Huntington agrees to pay Hinesburg \$51.00 per hour for invoiced Services.
- e) Huntington will pay invoiced amounts promptly, but not later than 30 days after receipt of invoices.

Article III Insurance

- a) Hinesburg will provide liability and casualty insurance coverage on all aspects of the Department in amounts commercially available and as deemed reasonable and prudent by the Hinesburg Selectboard or their designee. The present policy is \$10,000,000.00 per incident.

Article IV Indemnification

- a) The Town of Hinesburg shall fully defend, indemnify, and hold the Town of Huntington and any and all Town of Huntington officials or employees or former officials, agents or employees harmless for any and all claims for damages of any

kind, attorney's fees, equitable relief, administrative fines, civil money penalties, other penalties or interest asserted against all or any of them, relating to any police services provided under this agreement including but not limited to any claims under: the United States or Vermont constitutions, any labor contract or labor law, any employee benefit or pension plan, any state, federal or municipal law, ordinance or common law claim, any workers compensation, workplace health and safety, civil rights, labor or employment statute, regulation, rule, policy or contract, any claim that the Town of Huntington is an employer or joint employer of the police officer(s), or any claim by taxing authorities that the Town of Huntington has failed to satisfy its obligations to the law enforcement officers under any and all tax laws, regulations, rules or policies unless the claims arise from the Town of Huntington's bad faith or intentional malfeasance.

b) To the extent that the Town of Hinesburg has professional liability coverage or insurance covering the services to be provided pursuant to this contract, the Town of Huntington shall be named as an additional named insured or additional covered party and the Town of Hinesburg shall provide to the Town of Huntington evidence of such coverage.

Article V Employees

a) Employees of the Department are to be considered employees of Hinesburg.

b) The Hinesburg Selectboard or their designee will have sole jurisdiction over hiring, firing, promotions, demotions and any other personnel decisions in the Department.

Article VI Facilities and Equipment

a) Hinesburg shall provide adequate facilities and equipment to conduct Department activities at no additional cost to Huntington.

b) All Department facilities and equipment shall be the property of the Town of Hinesburg.

Article VII
Term

- a) The initial term of this Agreement begins on July 1, 2013 and expires on June 30, 2014.
- b) Hereafter, the Hinesburg and Huntington Selectboards, or their designees, may meet on an annual basis to evaluate this Agreement and may affirmatively enter into a new Agreement.
- c) If a new Agreement is not reached by the expiration of the old Agreement, Services will no longer be provided until a new Agreement is reached.

Article VIII
Dissolution

- a) This Agreement shall become null and void, and all necessary action must be taken to remove liability and public expectation of police service by Huntington under the following circumstances:
 - 1. By affirmative vote of the majority of Selectpersons at a duly warned Selectboard meeting of either town; or,
 - 2. By the expiration of the Term of this agreement without a new agreement, as defined in Article VI; or,
 - 3. By the accumulation of 320 hours of Services by Huntington without a request for additional hours of Services by the Huntington Selectboard.

The Town of Hinesburg and the Town of Huntington, upon execution by the Selectboards of each, do enter into this agreement effective July 1, 2013.

TOWN OF HUNTINGTON
BY ITS SELECTBOARD

TOWN OF HINESBURG
BY ITS SELECTBOARD

Jim Christiansen, Chair

Jonathan Trefry, Chair

Dori Barton, Vice Chair

Andrea Morgante

Everett Lewis Jr.

Michael Bissonette

Doug Graver

Phil Pouech

Tom Ayer

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