Intermunicipal Police Agreement
between
Town of Hinesburg and Town of Saint George

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 Saint George 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 Saint George 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 Saint George 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 Saint George ("Saint George"), 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 Saint George an annual total of approximately 60 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 Saint George with traffic control services during the heavy travel times of day as requested by the Town of Saint George; 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 1.5 hours per week for routine traffic control and

safety; and

e) Hinesburg shall inform Saint George when 60 hours of Services has been expended. Upon notification, Saint George may request additional hours of services.

Article II
Funding

a) Hinesburg shall invoice Saint George on a monthly basis for the Services.

b) Services shall be billed to Saint George if and only if Services were provided in Saint George or as the direct result of Services provided in Saint George.

c) The Department shall keep a monthly time log of Services provided in Saint George for the preparation of the monthly invoice. A copy of the time log shall be sent to Saint George on a monthly basis. During the first year, the Saint George Town Administrator (and/or the Chair of the Saint George Selectboard) and the Hinesburg Police Chief/Sergeant will meet on a monthly basis.

d) Saint George agrees to pay Hinesburg $50.00 per hour for invoiced patrol services plus an additional $10.00 per traffic stop. Furthermore, Saint George agrees to pay Hinesburg $30.00 per arrest plus $50.00 per hour until the arrestee is processed (typically one-hour).

e) Saint George will pay invoiced amounts promptly, but not later than 30 days after receipt of invoices.

Article III
Insurance

a) Hinesburg will provide general public liability and casualty insurance coverage insuring against claims for property damage, bodily injury, or personal or advertising injury occurring in connection with all aspects of the Department's operations under this agreement 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. St. George shall be listed as an additional insured on the policy. At the commencement of the term of this Agreement, Hinesburg shall deliver to St.

George a certificate for said insurance showing St. George as a certificate holder and shall promptly notify St. George of any changes to its coverage.

Article IV
Indemnification

a) The Town of Hinesburg shall fully defend, indemnify, and hold the Town of Saint George and any and all Town of Saint George 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 Saint George is an employer or joint employer of the police officer(s), or any claim by taxing authorities that the Town of Saint George 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 Saint George'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 Saint George shall be named as an additional named insured or additional covered party and the Town of Hinesburg shall provide to the Town of Saint George 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 Saint George.

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

Article VII
Term

a) The term of this Agreement begins on July 1, 2015 and expires on June 30, 2015.

b) Hereafter, the Hinesburg and Saint George 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 Saint George 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 60 hours of Services by Saint George without a request for additional hours of Services by the Saint George Selectboard.

(signatures on next page)

TOWN OF HINESBURG SELECTBOARD

_____
Michael Bissonette, Chair

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Phil Pouech, Vice Chair

_____
Tom Ayer

_____
Andrea Morgante

_____
Jonathan Trefry

TOWN OF ST GEORGE SELECTBOARD

_____
Charles Scott, Chair

_____
Nina Friscia, Vice Chair

_____
Wayne Ring, Clerk

_____
Harry Bowen

_____
Jeff Pillsbury