

**CONTRACT MADE BY AND BETWEEN
THE CHITTENDEN COUNTY SHERIFF'S DEPARTMENT
AND THE TOWN OF CHARLOTTE**

24-17

NOW COMES the Chittenden County Sheriff's Department (hereinafter referred to as "Department") and the Town of Charlotte (hereinafter referred to as "Town") and in consideration of the mutual covenants and promises herein contained, hereby enter into the following contract to provide law enforcement services. The period of this contract is from July 1, 2024 through June 30, 2025

1. Purpose and Services to be provided. The purpose of this contract is to provide law enforcement, or related services, to the Town from the Department. The full scope of the nature of the services to be provided is set forth in the attached "Appendix A" which is made a part of this Contract and is incorporated herein.
2. Rate of Compensation. Compensation for the providing of services shall be at the rate of \$70.00 per hour, due and payable from the Town to the Department for each hour for which a Department employee is providing services to the Town under the provisions of this Contract.
3. Allocation of Expenses. All expenses incurred in the execution of this Contract shall be borne by the Department, including but not limited to the payment of salaries and wages (including Social Security payments and benefits) for deputies, gasoline and other expenses relating to the transportation requirements of the contract, and any other costs incurred in the performance of the contract.
4. Total Costs of the Contract. The Department and the Town shall periodically agree as to the number of hours that the Town wants the Department to devote to the services requested by the Town. The total costs of the contract shall be the total number of hours worked multiplied by the agreed upon rate.
Pursuant to 24 V.S.A. section 291a(c) the Sheriff of the County, as administrator of the agreement, may be compensated at a rate of up to 5% of the total contract. (Included, not added to the contract) and shall be paid in the same calendar year in which the contract payments are received.
5. Method of Payment. On a bi-weekly basis, the Department shall submit to the Town a statement setting forth the number of hours devoted to the Contract by the Department on behalf of the Town. Payment of the bill so submitted shall be made by the Town to the Department within thirty (30) days of the receipt of the statement.
6. Ownership of Property. Any property acquired by the Department to assist the Department in the execution of the services required under this Contract shall remain the property of the Department.
7. Personnel Policies. The Town agrees that any personnel or policy problems will be discussed with the Sheriff or his/her designee and not the Deputy working under the contract.

8. Information to be contained in Reports. In addition to the bi-weekly statements referenced in paragraph 5, above, the Department shall also, on a bi-weekly basis, provide the Town with information, including statistical data, showing the type of work performed in accordance with the Contract, and the number of traffic citations or criminal court citations issued pursuant to the Contract.
9. Insurance. The Department agrees that it will maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage, naming the Municipality as an additional insured for liability coverages, and it will provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance.

The Town agrees to comply with the Americans with Disabilities Act of 1990 and to assure that individuals with disabilities have equitable access to the services, programs and activities offered by the Town under this contract.

This contract represents the entire agreement between the parties on this subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

This contract shall be governed by the laws of the State of Vermont and nothing within this contract shall be construed to limit the authority and power of the Sheriff as set forth in the applicable Vermont law.

Termination: This agreement may be terminated by either party after thirty (30) days notice to the other, in writing. However, the Town shall be responsible for any outstanding payments owed to the Chittenden County Sheriff's Department at Termination.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

Daniel L Gamelin
Chittenden County Sheriff

Dated at South Burlington this _____ day of _____, 2024

Chairperson of the Board
Town of Charlotte, Vermont
Agent, for Town of Charlotte

Dated at Charlotte this _____ day of _____, 2024

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Appendix A**

Traffic enforcement on all public highways within the boundaries of the Town of Charlotte, and any incident criminal investigation that results from a traffic investigation. Also, all courtroom related duties regarding citations issued for traffic offenses or criminal violations.

The Chittenden County Sheriff's Department shall remain in control of all discretionary police practices, such as forwarding criminal offenses to the State Prosecutor and follow up of evidence of criminal activity, any and all motor vehicle offenses are included.

The Contract shall start on July 1, 2024 and end on June 30, 2025.

Deputies will patrol Monday through Friday for up to 8-9 hours per week or \$30,000.00