

**TERMS OF AGREEMENT
ORANGE COUNTY SHERIFF'S DEPARTMENT**

*Table
Make
Changes*

Agreement made, this 1st day of July, 2023, by and between the Orange County Sheriffs Department (hereinafter referred to as "Department") and the Town of Williamstown, a governmental or non-governmental entity (herein referred to as "Entity"), with a place of business at the Town of Williamstown, County of Orange, State of Vermont.

*More logs
of patrolling*

RECITALS

The parties recite and declare:

- A. The Department as part of its normal business provides law enforcement services to governmental and non-governmental entities.
- B. The Entity has contracted with the Department to provide law enforcement services to the Town of Williamstown as the Department deems necessary or as negotiated with the Board of Selectmen.

For the reasons cited above, and in consideration of the mutual covenants contained in this agreement, the Department and the Entity agree as follows:

**SECTION ONE
SERVICES TO BE PROVIDED**

The department shall provide the Entity with police services on an as needed basis commencing on July 1st, 2023. These services shall consist of patrolling and security at the discretion of the Sheriffs Department and/or as negotiated with the ~~Entity~~ when necessary. ✓

Town Manager
SECTION TWO

The services to be provided under and pursuant to this agreement will begin on July 1st, 2023. This agreement shall be for a term of one year. It is agreed this agreement shall continue in force until either one of the parties gives thirty (30) days written notice to the other that it is terminating the agreement, or until the funds allotted for law enforcement are expended.

**SECTION THREE
LAW ENFORCEMENT**

The Department shall enforce all State laws during the contract period. If municipal ordinances are to be enforced, the Entity must provide copies of the ordinances to be enforced. Provisions for prosecution violators of municipal ordinances must be made by the Entity with the prosecuting attorney.

SECTION FOUR
TIME CHARGES AND RATE

The Department shall be paid at a rate of \$55.00 per hour. Travel to and from the Entity shall be included in the time charged. The Department shall charge the hourly rate specified above for all investigations, office work such as compiling reports and arrests records, court related proceedings which include meeting with prosecutors, depositions, and court appearances for hearing and trials. TOTAL SUM OF THIS CONTRACT SHALL NOT EXCEED \$70,000. Patrols will be evenly spaced throughout the year ~~and will be coordinated with town constables unless the town constable has made other arrangements.~~

SECTION FIVE
TIME OF PAYMENT

In consideration of the services to be rendered by the Department under the provisions of this agreement, the Entity agrees to pay the Department in full for services rendered within 30 days from the date of the billing statement. Other arrangements for payment may be made if agreeable between both parties.

SECTION SIX
EQUIPMENT

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

SECTION SEVEN
OFFICER CONTROL AND DISCRETION

The Department shall at all times retain control of all discretionary police practices and decisions. This shall include the forwarding of criminal charges for prosecution and the handling of the investigation of criminal activity. The parties shall decide, in consultation with each other, and by mutual agreement, what particular police activities should be regularly or specifically conducted. (See Section One)

SECTION EIGHT
ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION NINE
MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION TEN
NOTICES

Any notice provided for or concerning this agreement shall be in writing and deemed sufficiently given when sent by certified or registered mail, or hand delivered, to the respective address of each party.

SECTION ELEVEN
TERMINATION

This contract may be terminated by either party after thirty (30) days notice to the other, in writing, as specified in Section Ten. However, the Entity shall remain responsible for any and all unpaid services and pending cases or prosecution as specified in Section Four.



Sheriff- Orange County

Date

