

**Intermunicipal Police Agreement (“Agreement”)
between the
Town of Hinesburg and the Town of Richmond**

WHEREAS, the Town of Hinesburg (“Hinesburg”) and the Town of Richmond (“Richmond”) (collectively “Parties”) each maintain a police force in accordance with 24 V.S.A. §§ 1931 *et seq.*;

WHEREAS, the Parties Richmond wishes wish to enter into an agreement with Hinesburg under which Hinesburg they will provide general police services and patrol services, scheduled in advance, to Richmond one another; and

WHEREAS, Vermont law at 24 V.S.A. § 1938 authorizes towns to enter into agreements for intermunicipal police services;

NOW THEREFORE, BE IT RESOLVED that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hinesburg and Richmond the Parties enter into this Agreement pursuant to 24 V.S.A. § 1938 for the provision of general police services and patrol services, scheduled in advance, as follows:

1. Management and Services

- a. The Hinesburg Parties’ Selectboards may authorize its their Chief of Police or other designee to provide police resources for intermunicipal police services. The Hinesburg Parties shall hereby provide general police services and patrol services, scheduled in advance, through its duly established Police Departments to Richmond one another, as defined in this agreement.
- b. Each party Hinesburg shall be responsible for and have sole and exclusive authority for the management of its Department.
- c. Each party Hinesburg’s Police Department shall provide Richmond’s Police Department with general police services (“General Services”) to cover shifts as requested, only if the providing municipality Hinesburg has the staffing levels available to meet the request.
- d. Each party Hinesburg’s Police Department shall provide Richmond’s Police Department with patrol services (“Patrol Services”) as requested, only if the providing municipality Hinesburg has the staffing levels available to meet the request.

2. Funding

- a. The Parties shall Hinesburg shall invoice Richmond one another on a monthly basis for the Services.
- b. Richmond agrees to pay Hinesburg The Parties shall pay \$50.00 per hour for invoiced General Services.
- c. The Parties shall pay Richmond agrees to pay Hinesburg \$70.00 per hour for invoiced Patrol Services.
- d. Hinesburg shall bill Patrol Services shall be billed to Richmond if, and only if, Patrol Services were are provided to Richmond, or if work was performed as a direct result of Patrol Services being provided in Richmond.

- e. ~~Hinesburg~~ The Parties shall keep a monthly time log of General Services and Patrol Services provided ~~in Richmond~~. A copy of the time log shall be sent ~~to Richmond~~ to the providing municipality on a monthly basis with the invoice.
- f. ~~Richmond~~ The Parties shall pay for any scheduled General Services, regardless of whether ~~Hinesburg~~ officers respond to any calls during the scheduled shifts.
- g. Hours paid for General Services shall be extended for the completion of activities related to the detail (i.e. arrest processing, reports). Any such extension beyond the original shift for General Services shall be charged at the rate for Patrol Services. ~~An Hinesburg~~ employee may opt to complete ~~Richmond~~ detail assignments at a time not contiguous to the detail, and ~~Richmond~~ the municipality receiving services will be charged the Patrol Services rate for that time actually worked. There shall be no minimum for the time an officer spends completing arrest processing, paperwork or other related activities at a time not contiguous to the detail hours.
- h. If a ~~Hinesburg~~ an officer is required to attend a judicial proceeding (hearing, deposition, etc.) related to activity under this Agreement, ~~Hinesburg~~ the providing municipality will charge ~~Richmond~~ a minimum of four (4) hours ~~of~~ at the Patrol Services rate.
- g. ~~Richmond~~ The Parties will pay invoiced amounts promptly, but not later than thirty (30) days after receipt of invoices.

3. Employees

- a. Employees of ~~Hinesburg~~ each party are to be considered employees of ~~Hinesburg~~ the municipality which appointed them, even while providing General Services and Patrol Services to ~~Richmond~~ the other municipality.
- b. The ~~Hinesburg~~ Selectboard ~~authorized official(s) of each municipality~~, or ~~its~~ their designee, will have sole authority over hiring, firing, promotions, demotions and any other personnel decisions in the ~~Hinesburg~~ municipality's Police Department.
- c. If employees of ~~Hinesburg~~ either municipality are required to respond to an incident involving multiple agencies in ~~Richmond~~ the other municipality, including, without limitation, ~~the Richmond~~ a Fire Department, they shall reasonably cooperate with the incident commander on scene.

4. Term

- a. The initial term of this Agreement begins _____ and expires _____.
- b. If a new Agreement is not reached by the expiration of the old Agreement, neither General Services nor Patrol Services will be provided until a new Agreement is reached.

5. Insurance

- a. ~~Hinesburg~~ Each party will provide liability and casualty insurance coverage for its officers and equipment, as well as workers compensation insurance to its employees, while providing General Services and Patrol Services ~~to Richmond~~ under this Agreement. ~~In the event either party incurs~~ Richmond shall be responsible to Hinesburg for any deductibles, claims, and other expenses arising from ~~Hinesburg~~ providing General Services or Patrol Services in ~~the other party's municipality~~, the municipality receiving services shall be responsible for such costs ~~Richmond~~ under this Agreement.

6. Dissolution

a. This agreement shall become null and void, upon notification of termination by either party with fourteen (14) days-notice or upon the expiration of this Agreement under Section 4(a) above.

7. Miscellaneous

a. Dispute resolution; forum. In the event of a dispute hereunder, the Parties agree that they will first attempt to meet and negotiate in good faith to resolve their disagreement. If direct negotiations fail, the parties shall submit their dispute to a mutually agreeable qualified Vermont mediator. The costs of such mediation shall be shared equally between the parties. Thereafter, if mediation fails, any dispute may be filed in the Vermont Superior Court, Chittenden Unit, Civil Division, and such action will be governed by Vermont law. Each party shall pay its own costs and fees, including attorney's fees, in the event of any such action.

b. Severability; amendment. This Agreement is severable. If a court of competent jurisdiction deems any provision unlawful or unenforceable, the offending provision shall be stricken and the parties shall work together in good faith to reform the remainder of the Agreement, which shall continue in full force and effect, so that it is consistent with their original intent. The Agreement may be amended or modified by mutual written consent of the parties.

8. Entire Agreement. This Contract represents the entire agreement between the Parties as to its subject matter. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

Signatures to Follow

The Town of Hinesburg and the Town of Richmond, upon execution by the Selectboards of each, do enter into this agreement effective _____, 202³⁵.

**TOWN OF HINESBURG
BY ITS SELECTBOARD**

**TOWN OF RICHMOND
BY ITS SELECTBOARD**
