

**AGREEMENT BETWEEN THE
TOWN OF BENNINGTON POLICE DEPARTMENT
AND THE
VILLAGE OF OLD BENNINGTON**

Memorandum of Understanding for Law Enforcement Services

This AGREEMENT made 14th day of February, 2023, by and between the Village of Old Bennington and Bennington Police Department (hereinafter the "Department") and the Village of Old Bennington, Vermont (hereinafter the "Village").

1. **Scope of Services.** The Department agrees to provide additional safety and enforcement patrol coverage in the Village of Old Bennington, up to 20 hours per week. Additional coverage will be provided as staffing allows. Criminal investigations identified during safety and enforcement patrol coverage may result in the need for additional hours. When issuing VT Civil Violation Complaints (VCVC's), Bennington Police Officers will use the code assigned to the Village, 0218.
 - a. At the Chief's discretion, the Department may provide for other law enforcement services requested by the Village. The Town will contact the Chief and his/her designee regarding any desired change in duties or special emphasis to satisfy the Village's law enforcement needs.
 - b. All matters incident to the performance of such services or the control of personnel employed to render such services under this agreement shall be and remain in the control of the Department.
 - c. The failure to furnish the services herein agreed upon, because of weather, road conditions, or the unavailability of officers and equipment because of episodic law enforcement emergency duties outside of the Village shall not be a breach of this Agreement. The decision of the Chief or his/her designee shall be final in any such matter.

2. **Enforcement.** Within the municipal limits of the Village and its discretion, the Department shall enforce the laws of the State of Vermont and the Village's duly enacted municipal ordinances.
 - a. The Village shall furnish the Department with copies of all such municipal ordinances and make every effort to keep said ordinances current and consistent with Vermont and Federal laws, statutes, rules and regulations.
 - b. Provisions for prosecuting violators of municipal ordinances shall be made by the Department with a prosecuting officer to prosecute same.

3. **Compensation.**
 - a. The Department agrees to invoice the Village on a monthly basis. Attached to the invoice will be a monthly activity report.
 - b. The hourly rate for additional safety and enforcement patrol coverage will be \$52.00 per hour.

4. **Personnel and Hours Provided.** The Department shall furnish fully equipped and trained officers certified by the Vermont Criminal Justice Council for the purposes stated under this Agreement. The Lieutenant will assign and schedule officers to fulfill the terms of this Agreement.
 - a. The Department will provide up to 20 hours per week of services under this Agreement. If the total monthly hours or requested law enforcement exceeds the allotted monthly total, the Village must compensate the Department for the extra time. The Department shall not exceed the allotted monthly time without a written request from the Village.
 - b. The patrol activities shall primarily concentrate in areas of said Village identified and determined to be priority police presence areas by the Village and Department.
 - c. The Village agrees that any personnel or policy concerns shall be raised with the Chief and his/her designee.
 - d. The Department may assist other agencies in an emergency within or in close proximity to the Village and will request, if needed, assistance from other agencies.

5. **Equipment.** The Department shall furnish and maintain all necessary equipment and supplies to perform law enforcement services under this Agreement.

6. **Reporting.** The Department shall report to the Village on a monthly basis, setting forth the police activities conducted the previous month.

7. **Insurance.** The Department shall provide auto liability, general liability, law enforcement and worker's compensation insurance legally required to cover vehicles, personnel, and equipment used by the Department in the provision of the services under this Agreement.

8. **Term.** The Term of this Agreement shall be February 14, 2023 to June 30, 2023.

9. **Termination.** The Department may terminate this agreement within sixty (60) days prior written notice. The Village may terminate this agreement within thirty (30) days written notice for good cause.

10. **Notice/Renewal.** Sixty (60) days prior to the end date of this Agreement, the Department shall notify the Village of the contract rates for the following year. Thirty (30) days prior to the end date of this Agreement, the Village shall provide the Department with written notice of whether it will renew the Agreement. Absent such notice, this Agreement shall automatically renew for a term of one (1) year at the contract rates set by the Department in the notice.
11. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and prior understandings or representatives preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in the Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding if evidenced in writing and signed an authorized representative of each party. All provisions of this Agreement are severable and if any section or part thereof is found to be invalid or unenforceable, no other section shall be affected by that finding solely.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of Vermont.

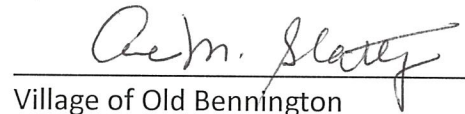
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 14th day of February, 2023.

Dated: 2-14-23



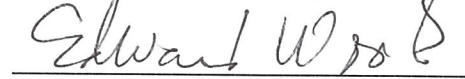
Bennington Police Department
By: Chief of Police

Dated: 2-14-23



Village of Old Bennington
By: Duly Authorized Representative

Dated: 2-14-23



Village of Old Bennington
By: Duly Authorized Representative