



## Washington County Sheriff's Department

Marc P. Poulin, Sheriff

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### **LAW ENFORCEMENT CONTRACT WASHINGTON COUNTY SHERIFF'S DEPARTMENT AND THE TOWN OF EAST MONTPELIER, VERMONT**

The following agreement is between the Washington County Sheriff's Department and the Town of East Montpelier for the period July 1, 2025 thru June 30, 2026.

Contract conditions include, but are not limited to: furnishing patrols, answering complaints, investigating, apprehending, and preparing for prosecution and final disposition of any motor vehicle violations or criminal laws.

For the purpose of this agreement; "Department" will mean the Washington County Sheriff's Department and "Town" will mean the Town of East Montpelier.

1. The Department will furnish certified Deputy Sheriffs for the purpose of helping to satisfy law enforcement needs within the Town.
2. The fee shall be \$66.00 per hour and will cover all related expenses for the hourly wage of the Deputy including workman's compensation insurance, unemployment, false arrest insurance, forms, supervision and in-service training. Further, the Department shall charge the above hourly rate for patrols, investigation and all Court related proceedings such as conferences with the prosecutor, depositions, attendance at hearings and trials. Overtime and holiday rate will be invoiced at \$99.00 per hour. Mileage will be charged at and linked to the federal mileage rate, currently \$0.70/mile plus \$0.10.
3. The Department will furnish an invoice twice per month, which will state the number of Deputy hours worked and miles driven.
4. The Town agrees to promptly pay said invoice after their first Trustee/Selectmen's meeting for the purpose of approving invoices. **Invoices with a balance due for greater than 45 days will be charged interest of 1.5%/month (18% per annum) on the entire balance due.**
5. Expenses will be incurred by the Town for special equipment, as needed and agreed to by the Town for fulfillment of the duties of the Department.

6. The Department will assist other agencies in an emergency in close proximity and will request assistance if needed.
7. The Town agrees to furnish the Department with copies of all legal ordinances of the Town and make every effort to keep them current and consistent with Vermont laws.
8. The Town agrees to properly sign all highways according to the ordinances and Manual on Uniform Traffic Control Devices (MUTCD) standard.
9. The Town will furnish the Department with any and all legal counsel or advice concerning their Town ordinances after consultation with the Town.
10. The Department agrees to furnish Deputies on a regular basis. The average hours worked per week will be determined according to contract length and a contract amount of \$18,000 and will be allocated throughout the year at the Department's discretion.
11. The Department will furnish extra personnel for emergencies and problems that arise in the Town without being requested and actual costs for said personnel will be billed to the Town.
12. The Department will furnish all other necessary equipment to perform the law enforcement functions, i.e.: radar, portable radios, breath testing equipment, forms, etc.
13. The Town agrees that any personnel or policy problems will be discussed with the Sheriff or his designee and not Deputies on patrol.
14. The Town will contact the Sheriff and/or his designee if they wish a change or special emphasis made to satisfy law enforcement needs.
15. The Town will designate a Board member or administration officer to be a liaison with the Sheriff's office. The parties shall decide, in consultation with each other, what particular police activities should be regularly or specifically conducted.
16. The Department shall remain in control of all discretionary police practices, such as forwarding criminal offenses to the prosecutor and follow-up of evidence of criminal activity.
17. Should any disputes arise under this agreement regarding the quality of, or manner in which police protection is being provided, the parties shall, after written notice review this contract. If agreement cannot be reached, the contract may be terminated.

18. This agreement may be terminated by either party, after thirty (30) days' notice to the other in writing. However, the Town shall remain responsible for payment to the Department at the hourly rate specified above, for all then pending prosecutions as per paragraph #2.

19. Pursuant to Title 24 VSA Section 291 (a), the Sheriff of the Department, as administrator of the contract, shall be entitled to compensation at a rate not to exceed 5% of the total contract value. This administrative fee does not increase the total cost of this agreement.

  
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Marc Poulin, Sheriff

5/4/25  
Date

Select board:

Seth B. Gardner  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6-10-25  
Date

