

Memorandum of Agreement

This agreement is made and entered into by and between the Town of Williston Police Department, herein after referred to as the “Department”, and the Chittenden County Sheriff’s Office, herein after referred to as the “CCSD”.

Town of Williston Police Department Legal Address:

Town of Williston Police Department
7928 Williston Road
Williston, VT 05495

Chittenden County Sheriff’s Office Legal Address:

Chittenden County Sheriff’s Office
70 Ethan Allen Drive
South Burlington, Vermont 05403

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Whereas, the Town of Williston has an established police department (Williston Police Department), located at 7928 Williston Road, Williston, VT, that currently performs public safety dispatching services for itself;

Whereas, the Williston Chief of Police, or in his/her absence the appointed designee, is the party responsible for the operations of the Department and the Chittenden County Sheriff, or in his/her absence the appointed designee, is the party responsible for the operations of the CCSD;

Whereas, the department utilizes a digital radio system to communicate between the police department and its officers and vehicles;

Whereas, the digital radio system has its radio repeater and antenna located on a tower at the Williston Fire Department located at 645 Talcott Road, Williston, Vermont;

Whereas, the radio transmissions (transmit and receive) between the department and its portable and mobile radios is often times weak and/or inaudible due to various topographical issues such as hills, mountains, and valleys;

Whereas, the CCSD has an established and fully operating digital radio system, with repeater located on Brownell Mountain in the Town of Williston and another located on Brigham Hill in the Town of Essex, that, based on testing and evaluation, operates with virtually no transmitting or receiving weaknesses within the geographic boundaries of the Town of Williston;

Now Therefore, in consideration of the mutual benefits derived from this Agreement, the Department and CCSD agree as follows:

1. Scope of Agreement

In exchange for the 24 hour/7 day per week use of the radio transmission repeaters and antenna's owned by the CCSD by the Town of Williston for public safety dispatching functions by the Department, the Department agrees to provide radio dispatch services to the CCSD based upon the hours of service described in this agreement and other conditions set out below.

2. Hours and Description of Service

The Department agrees to provide CCSD radio dispatching services 80 hours per week (the number of hours that the Department currently dispatches itself and not by the Department of Public Safety) based upon any established work schedule implemented by the department for its own dispatch personnel, provided that any significant deviation from the schedule in effect on the date of agreement signing must be mutually agreed upon. The schedule in effect is predominantly a 12 hour (7 AM until 7 PM)/7 day per week schedule as attached in Appendix A.

The CCSD agrees that if the Department has a vacant shift in the normal dispatch schedule as a result of planned or unplanned benefit leave time or an actual position vacancy, CCSD will perform the radio dispatch function for their agency for the term of the position vacancy or in the event the department elects not to fill the vacancy created by benefit leave time.

The CCSD agrees that our radio dispatch service is for their normal business operations and not for specially arranged grant details involving more than 2 deputies and/or officers from other agencies. CCSD agrees to provide dispatching services for these grant details unless otherwise mutually agreed upon.

The CCSD agrees that radio dispatch services do not include answering CCSD incoming phone calls unless an emergency exists where phone lines must be forwarded to the Town during our regularly scheduled hours.

In the event that the Department expands the number of hours of dispatching service to 24 hours per day/7 days per week and eliminates the dispatching services provided by the Department of Public Safety, the Department agrees to provide 24 hour dispatch service to the CCSD to include mutually agreed hours answering incoming phone calls for the term of this agreement, provided that:

- If agreements are entered into by the Department to dispatch for other law enforcement agencies, the other agencies will be allowed to use the CCSD equipment and frequencies; and
- This MOU would be open for modifications to address the Term of Agreement (paragraph 7).

3. Cost, Fees, or other Expenses

There will be no fees for equipment use or radio dispatch services by either party unless this agreement is amended to reflect said fees.

The CCSD agrees that they are responsible for all fees relating to licensing and maintenance of their radio repeater system and related equipment owned by them.

In addition CCSD is responsible to add the Department's dispatchers as CCSD VALCOUR Users so they can perform records management/CAD responsibilities. Until such time as the Department becomes a fully participating member of the VALCOUR network, CCSD will pay for Valcour fees to perform dispatching functions.

The Department agrees that they are responsible for all fees relating to licensing and maintenance of their radio repeater system and related equipment owned by them.

As part of the dispatch services provided by the Department, the CCSD agrees to pay for any space rental and/or utility costs for the above named repeater sites in Williston and Essex.

4. Equipment

The radio equipment owned by either party at the time of agreement signing remains the property of the party.

Any equipment purchased by either party after the agreement to enhance or expand their individual existing radio system shall be theirs unless otherwise agreed upon in writing.

The CCSD agrees to maintain current FCC or other licenses current for all radio frequencies being used by the Department.

5. Recording

The Department understands that the CCSD records the radio channels licensed by them and the CCSD agrees to allow the Department to also record any transmissions on their radio channels.

In addition, if either parties recording equipment fails to record particular transmissions, the other party agrees to provide the recordings in a timely fashion at no cost, if the requested recordings are available.

6. Liaison

Each party agrees to appoint a liaison to address specific procedural, personnel, or policy issues.

7. Term of Agreement

This agreement shall remain in effect for a period of one (1) year from July 1, 2016 unless notice is made by either party responsible for operations to cancel such agreement. Parties agree that a minimum of 90 days' notice must be provided.

Parties agree to meet at least 60 days prior to the expiration date above to determine if the agreement should be modified and/or extended.

Authorized Signature
Town of Williston

Authorized Signature
Chittenden County Sheriff's Office

Printed Name

Printed Name

Date

Date

