



Newport Police Department
222 Main Street
Newport, VT 05855

Travis R. Bingham
travis.bingham@newportpd.org

Tel: (802) 334-6733
Fax (802) 334-2818



Contract Agreement

This agreement made and entered into as of the ___ day of _____, 202___, by and between the CITY of NEWPORT, a municipal corporation and body politic organized and existing under and by virtue of the laws of the State of Vermont and having its *situs* in the County of Orleans and the State of Vermont, hereinafter called "Newport," and the _____ a municipal corporation and body politic organized and existing under and by virtue of the laws of the State of Vermont and having its *situs* in the County of Orleans and the State of Vermont, hereinafter called "_____".

WITNESSETH

1. UNDERTAKING BY NEWPORT POLICE DEPARTMENT:

Newport hereby agrees to provide _____ and _____ agrees to accept from Newport, in accordance with the provisions hereof, dispatch services for _____ **Department** subject to the terms hereafter described.

2. TERM

The initial term of this agreement shall commence on January 1, 2023. Thereafter this agreement shall continue from year to year unless sooner terminated as hereinafter provided for.

3. CONSIDERATION

_____ shall pay to Newport in full consideration for the services described herein the sum of \$\$\$\$\$ for the period beginning January 1, 2023 and ending December 31, 2023, with payment to be due by thirty (30) days from the date of the invoice. Invoices shall be provided quarterly on or around January 1, April 1, July 1, and October 1 of the respective year in an amount of \$\$\$\$\$\$ each for a total of \$\$\$\$\$\$.

4. SCOPE OF SERVICES

(A) Newport shall provide the following as "Emergency Dispatch Services":

- (1) _____ Shall cause to be installed, maintained and staffed Monday through Friday between 07:00 and 23:00 and Saturday 07:00 and 15:00 a telephone line capable of receiving calls from E911 or directly from any party in need of emergency services from _____ **Department**.

(2) At its expense, shall maintain or operate a radio transmitter capable of transmitting radio signals to locations covered by _____ **Department**. It is understood by all parties that "dead zones" do exist and that Newport will not be held liable for the lack of communications to or from such areas.

(3) Upon receipt of a telephone call or other notice reporting an emergency in the area serviced by _____ **Department**, Newport shall forthwith cause to be transmitted over a frequency assigned to _____ **Department** a signal reporting the emergency.

(4) Shall provide such services for an estimated _____ calls per year.

(B) _____ **Department** Responsibilities:

(1) Pay the consideration provided in Paragraph 3.

(2) Perform each obligation under this agreement.

(3) Shall, at its own expense provide to its members as it deems necessary, receivers capable of receiving radio transmission signals from Newport's transmitter.

(4) Shall be solely responsible for all costs, fees and expenses of installing, monitoring, maintaining, repairing and replacing communications transmission equipment required for radio communications with the Newport's existing communications network.

(5) Disseminate public notice of a non-emergency phone number(s) to make the public aware of the telephone number(s) to be used for reporting non-medical emergencies in the area serviced by _____ **Department** pursuant to this agreement.

(6) Shall, at its own cost and expense, provide and keep in force one or more general public liability insurance policies insuring against claims for property damage, bodily injury, or personal or advertising injury occurring in connection with any and all acts or omissions of the _____ **Department**, in amounts satisfactory to Newport at the inception of this agreement and upon any subsequent renewal. The amount of insurance coverage considered satisfactory to the Newport upon the inception hereof is a minimum of One Million Dollars (\$1,000,000.00) aggregate. At the commencement of the term of this agreement, _____ **Department** shall deliver to the Newport Police Department a certificate for said insurance and shall promptly notify Newport of any changes to its coverage. If _____ **Department** fails to comply with the provisions of this paragraph, this agreement may be unilaterally terminated by Newport effective upon the mailing of such termination notice by the Newport.

5. RIGHT TO CANCEL

Either party may cancel and terminate this Agreement upon 180 days' advanced written notice delivered to the other party by certified mail to the address set forth in Paragraph 8, below. Further, Newport's agreement to provide dispatching services to _____ **Department** is based, in part, on the estimated number of calls to be dispatched by it, as set forth above. In the event that the actual number of calls exceeds the estimated number, Newport reserves the right to terminate this agreement, upon sixty (60) days' advanced written notice to _____ **Department** if Newport, in its reasonable judgment and sole discretion, determines that the burden of providing dispatching services to _____ **Department** negatively affects the quality of dispatching services to Newport residents. In the event of such a termination, Newport shall refund, on a pro rata basis, any funds paid by _____ **Department** for dispatching services not rendered as a result of the termination.

6. EXEMPTION FROM LIABILITY

Newport, its successors and assigns, shall be exempted and released, and _____ for itself and its successors and assigns, hereby expressly exempts and releases Newport from all liability accruing because of injury or destruction to any real or personal property or by reason of personal injury to or the death of any person, whether by reason of carelessness or negligence of the employees, servants to agents of Newport or otherwise. Also, Newport shall not be responsible to _____ for any loss, damage or other claim or expense that may occur to any employees, volunteers, or equipment of the _____ by reason of any accident, fire, or any other cause whatsoever, including but not limited to Newport's own negligence. _____ acknowledges that as a condition precedent to the execution of this agreement by Newport, _____ agrees that it shall have no cause of action against Newport for damage, injury or loss to person or property, from any cause whatsoever, except that which may result from Newport's own gross negligence or willful damage, injury or loss.

7. INDEMNIFICATION

The parties hereto agree that _____ shall indemnify, defend and hold harmless Newport, including but not limited to its representatives, officers, board members, elected and appointed officials, trustees, agents, and employees, from all claims for bodily injury or property damage arising from or out of the rendering by Newport of services under this agreement, including but not limited to claims of negligence on the part of Newport as well as claims related to natural events, electric power failures, or other situations beyond the control of Newport, except that which may result from Newport's own gross negligence or willful damage, injury or loss. _____ shall be responsible for all costs of defense, including reasonable attorney's fees, and shall pay all fines or recoveries against the Newport arising out of any such claims. In the event either party hereto has or receives actual or constructive notice of any claims to which the foregoing indemnification clause may apply, that party shall immediately notify the other party in writing that a claim to which this indemnification clause may apply has been filed or made.

8. NOTICES

Any notice provided for herein shall be given to the parties at the following addresses:

City of Newport
Newport Police Department
Attn: Chief of Police
222 Main Street
Newport VT 05855

Attn: _____ Department

9. MISCELLANEOUS

If any provision of this agreement or the application of any provision hereof shall be determined by a court of competent jurisdiction to be invalid and/or unenforceable, the remainder of this

agreement and its application, in whole or in part, shall be affected thereby and shall only be continued by mutual consent of the parties hereto. This agreement, and/or any term or condition thereof, may be changed, waived, discharged or terminated only by an instrument in writing signed by both parties hereto. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Vermont. This agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one of the same instrument. By their execution hereof, the parties waive the benefit of any rule that this agreement is to be construed against one party or the other. This agreement contains all of the agreements between the parties and there have been no representations or understandings other than contained herein.

City of Newport

Department

Signature

Signature

Print Name

Print Name

Date

Date