

## **2016 Agreement for Police Protection Services Village of Alfred, NY with the Town of Alfred, NY**

This Agreement is made and entered into this \_\_\_\_ day of February 2016, and shall expire on December 31, 2016 by and between:

VILLAGE OF ALFRED, a municipal corporation as defined by General Municipal Law, Section, Section 119-n (a) of the State of New York, with offices at 7 West University Street, Alfred, New York 14802, party of the first part and hereinafter referred to as Village, and the

TOWN OF ALFRED, a municipal corporation as defined by the aforesaid statutes, with offices at 6340 Shaw Road, Alfred Station, New York 14803, party of the second part and hereinafter referred to as Town.

WHEREAS, Town is empowered to operate and maintain a police department in accordance with provisions in Town Law, Section 150, of the State of New York; and

WHEREAS, Village is empowered to operate and maintain a police department pursuant to Section 8-800 of the Village Law of the State of New York and presently operates and maintains a department by assessment on property in the Village of Alfred; and

WHEREAS, The Town is empowered to enter into an agreement on a contractual basis with the Village for the provision of law enforcement services to the Town pursuant to Section 119-0 of the General Municipal Law of the State of New York. This is subject to approval by both the Town Board of the Town of Alfred and the Village Board of Trustees of the Village of Alfred; and

### **THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **1. STATEMENT OF AGREEMENT:**

- a. **Provision of Emergency Services:** The Village agrees to provide law enforcement services to the Town during the term of this Agreement and the Town agrees to engage the Village by and through its police department to provide such services in accordance with and subject to the laws of the State of New York and the term of this agreement.
- b. The Parties acknowledge that emergency services provided by the Village are intended to supplement, and not supplant, emergency services that otherwise would be provided by the New York State Police. The Town desires to provide its residents with quicker response than the aforementioned law enforcement agency is sometimes able to supply.
- c. The Parties further acknowledge that primary jurisdiction regarding responses to emergency situations arising within the Town remains with the New York State Police, and that upon their arrival, they shall assume control regarding the response to the emergent situation.

2. **LEGAL BASIS:** This Agreement is authorized pursuant to and by Article 5-G, Section 119-0 of the General Municipal Law of the State of New York.

3. **DELIVERY OF SERVICE:**

- a. **Service area:** The Village shall provide law enforcement services within the boundaries of the Town of Alfred.
- b. **Enforcement Responsibilities:** Upon an emergency call being dispatched to the State Police, the Alfred Police Department shall also respond to incidents of an emergency nature that require immediate interdiction or a rapid response of law enforcement personnel. These incidents may include, but are not limited to, incidents involving actual or potential personal injury or property damage arising from an unknown intruder, person(s) armed with a weapon, civil disturbances or terrorist action.
- c. **How delivered:** The Alfred Police Department shall utilize its available force along with vehicle(s) and any supplies and equipment it may need to meet the terms of this Agreement.
- d. **Reporting:** The Chief of Police of Alfred shall provide a monthly report of activities generated as a result of this Agreement. This report shall cover those same items as reported to the Village and any specific items that shall be requested in connection with this Agreement by the Town Board. If needed, the Town Board may request the Chief of Police or his designated representative to attend a Town Board meeting during the term of this Agreement for the purpose of answering questions of members of the Board and/or the general public as may be present at such Town Board meeting.
- e. **Service Management:** Except as provided in subsections (c) and (d) hereof, the planning, scheduling, direction and supervision of the Alfred Police Department and all other matters in and to the delivery of law enforcement services to the Town of Alfred shall be determined by the Chief of Police of the Village of Alfred and the Board of Trustees of the Village of Alfred. The Chief of Police of the Village of Alfred shall retain exclusive control over the activities of his personnel working in the Town of Alfred.
- f. **Responsiveness:** For jurisdictional purposes, it is understood that the New York State Police is the primary law enforcement agency for the Town. Certain services, including, but not limited to vehicular road blocks and building door checks, will not be provided by the Alfred Police Department.
- g. **Dispute Resolution:** Any conflict between the parties regarding the extent or manner of performance of the law enforcement services delivered to the Town shall be resolved by the Chief of Police of the Village of Alfred and a representative of the Town Board.
- h. **Time for Rendering Services:** 24/7 coverage of handling calls; when or if time allows, with Village calls being primary. It is the intention of both parties that the services to be rendered by the Village to the Town shall occur throughout the calendar year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.

4. **RESOURCES:**
  - a. **Equipment etc.:** Except as otherwise stipulated the Village shall furnish the labor, equipment, facilities, and supplies required to provide the law enforcement services required by this contract to the Town of Alfred.
  - b. **Personnel:** For the purposes of this Agreement only, all persons employed by the Village providing law enforcement services and police services to the Town shall be Village employees and shall not have any benefit, status or right of Town employment.
5. **PAYROLL:** The Town shall not be liable for direct payment of salaries, wages or other compensation to the Village officers or employees providing law enforcement services to the Town.
6. **WORKER'S COMPENSATION:** Any police officer performing services under this Agreement shall be deemed employees of the Village for purposes of Workers' Compensation Law and the Town shall not be responsible for any benefits there under.
7. **MUNICIPAL AGENCY:** For the sole purpose of giving status to their acts when performing municipal functions within the scope of this Agreement, the Town Board of the Town of Alfred authorizes every Village of Alfred officer employee engaged in providing law enforcement services to the Town to be considered a law official of the Town.
8. **FEES:** The services for the term of this Agreement shall be provided for a sum of \$36,896. The Town shall pay the Village in equal monthly payments.
9. **LENGTH OF AGREEMENT:** This Agreement may be terminated at any time by any party upon thirty days written notice to the other parties of its intention to withdraw.
10. **RENEWAL:** Unless terminated, in accordance with the above section, the Town and Village shall meet annually to agree upon an acceptable fee and/or terms for law enforcement services.
11. **AUTHORIZATION:** This Agreement is made and executed pursuant to resolution of the Town Board of the Town of Alfred adopted on \_\_\_\_\_ and pursuant to a resolution of the Board of Trustees of the Village of Alfred adopted on February 9, 2016.
12. **NOTICE:** Notice between the parties shall be given in writing by First Class Mail, or hand delivered to the respective officers at the addresses set forth on page one of this Agreement.

13. **EXECUTION:** The parties hereto have executed this Agreement the date and year first above written.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
BY: Mayor Justin Grigg  
VILLAGE OF ALFRED

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
BY: Supervisor Daniel Acton  
TOWN OF ALFRED