

AGREEMENT BETWEEN THE VILLAGE OF PIERMONT
AND
THE VILLAGE OF GRANDVIEW ON HUDSON
FOR
POLICING SERVICES

AGREEMENT dated _____, 2021 by and between the VILLAGE OF PIERMONT, a municipal corporation with its principal office at 478 Piermont Avenue, Piermont, New York 10968, hereinafter, ("PIERMONT") and the VILLAGE OF GRAND VIEW ON HUDSON, a municipal corporation with its principal office at 151 River Road, Grand View, New York 10960, hereinafter, ("GRAND VIEW").

WHEREAS, "GRAND VIEW" is desirous of having Piermont provide Policing Services within the territorial limits of "GRAND VIEW", and "PIERMONT", is desirous of providing such services to "GRAND VIEW" and

WHEREAS, the Piermont Village Board approved the agreement to provide policing services by resolution dated March 16, 2021, and

WHEREAS, the "GRAND VIEW" Village Board approved the Agreement to provide policing services by resolution dated March 15, 2021, and both Villages have determined that it is in the public interest to enter into this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. LEGAL BASIS

This agreement is authorized by Article 5G of the General Municipal Law ("Municipal Cooperation").

2. SERVICES TO BE RENDERED

"PIERMONT" shall, during the term of this Agreement, provide Policing Services to "GRAND VIEW" as follows:

- a. "PIERMONT" shall provide comprehensive Policing Services within the territorial limits of "GRAND VIEW" on the same standards in which Policing Services are provided to residents of the "PIERMONT", including but not limited to routine patrol services, traffic and penal

law enforcement, local law enforcement where appropriate, and the provision of a uniformed officer presence at sessions of the Village of Grand View On Hudson Justice Court.

- b. During the term of this Agreement, the Piermont Police Department and its members shall respond to all calls with reasonable dispatch and act with diligence to protect persons and property of "GRAND VIEW" residents.
- c. The Piermont Police Department shall perform its duties to the same extent as performed when responding and acting within "PIERMONT" by providing police protection services of the same character and to the same extent as those provided generally in the "PIERMONT" community.

3. REPORTING

The Piermont Police Department shall provide to "GRAND VIEW" a monthly report of activities similar to monthly and annual reports presently provided to the Piermont Village Board. The Chief of Piermont Police Department or his designee shall meet as necessary with the Mayor of "GRAND VIEW" to discuss Policing Services.

4. AUTHORIZATION

"GRAND VIEW" hereby authorizes and empowers all duly authorized members of the Piermont Police Department, during the term of this Agreement, to act and perform their duties within "GRAND VIEW" with the same powers, duties, immunities and privileges as if such officers were acting and performing their duties within "PIERMONT". Nothing contained in this Agreement shall be construed as in any way limiting the jurisdiction of such duly authorized and appointed members of the Piermont Police Department to act and perform their duties within the territorial limits of "GRAND VIEW".

5. COORDINATION

"GRAND VIEW" shall designate one member of its Village Board to sit on the Piermont Police Commission (currently comprised of the members of the Piermont Village Board of Trustees), for the purpose of conferring upon matters concerning the delivery of Policing Services to "GRAND VIEW". Nothing in this paragraph shall impair or prohibit access of "GRAND VIEW" to the Piermont Police Chief or the Mayor of the Village of Piermont to discuss and/or coordinate the provision of Policing Services to "GRAND VIEW".

6. LIABILITY

"PIERMONT" shall indemnify, assume liability for, defend against, and secure "GRAND VIEW" from all costs or damages for injury to persons or property or death, arising out of the performance of this Agreement. "PIERMONT" shall cause all insurance policies covering the operations of the Village of Piermont Police Department to be endorsed to include "GRAND VIEW" as an insured on the same basis as "PIERMONT" is made and insured by and under said insurance policies, during the term of this Agreement. "PIERMONT" shall furnish proof of insurance referred to above.

7. EMPLOYEE STATUS

For purposes of this Agreement only, all persons providing Policing Services to "GRAND VIEW" shall not have any benefit, status, or right of "GRAND VIEW" employment.

8. INDEMNITY

All Piermont Police Officers are employees of "PIERMONT" for purposes of Workers' Compensation, unemployment insurance, health insurance, retirement benefits or any other prerequisites of employment, and "GRAND VIEW" shall not be responsible for the payment of any benefits thereunder.

9. TERM

This Agreement shall be effective as of June 1, 2021 and shall terminate on May 31, 2026.

The parties agree that they intend there shall be a mutual option to renew this Agreement upon the same terms and conditions for an additional period of five (5) years, which option shall require the mutual consent of both parties, which renewal Resolution must be approved by both Boards at least three (3) months before May 31, 2026.

10. CONSIDERATION

"GRAND VIEW" shall pay to "PIERMONT" for services rendered pursuant to this Agreement the sum of \$300,000.00 for the period June 1, 2021 to May 31, 2022 which amount shall be paid not later than July 15, 2021.

Thereafter, during the term of this Agreement, and on June 1 of each year thereof (and any extension of the term), the aforesaid amount shall be increased by "GRAND VIEW'S" pro-rated share of the increase in the annual Village of Piermont Police Department budget, if any, in each FY during the term of this Agreement (i.e., \$300,000.00 of a total Piermont Police budget of \$1,655,144.00 for FY 2021-2022 constitutes 18% of the Piermont Police budget - the payment

due for FY 2022-2023 and each successive fiscal year under this Agreement would be increased by 18% of any increase in the Village of Piermont Police budget for 2022-2023 and each successive fiscal year during the term of this Agreement). Similarly, if the Piermont Police budget decreases in any such fiscal year(s) “GRAND VIEW’S ”payment shall decrease by 18% of such decreased amount, it being the intent of the parties that “GRANDVIEW” shall pay 18% of the total Piermont Police Budget annually during the term of this Agreement. Notwithstanding the foregoing, at no time shall “GRAND VIEW’S” annual payment be less than \$300,000.00. “GRANDVIEW’S” payment to PIERMONT shall be made on or before July 15th of each year during the term of this Agreement).

VILLAGE OF PIERMONT

VILLAGE OF GRAND VIEW ON HUDSON

By: Bruce Tucker, Mayor

By: Lawrence R. Lynn, Mayor

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