

**AGREEMENT BETWEEN VILLAGE OF LE ROY AND TOWN OF LE ROY  
TO PROVIDE POLICE PROTECTION**

This Agreement made the 26 day of Oct, 2023, by and between:

- The VILLAGE OF LE ROY, a municipal corporation of the State of New York, with offices at 3 West Main Street, Le Roy, New York, hereinafter referred to as the VILLAGE OF LEROY
- The TOWN OF LE ROY, a municipal corporation of the State of New York, with offices at 48 Main Street, Le Roy, New York, hereinafter referred to as the TOWN OF LEROY; and

WITNESSETH:

WHEREAS, the Village of Le Roy is located wholly within the Town of Le Roy; and

WHEREAS, the Village has established and now maintains a Police Department which exercises its jurisdiction within Village limits; and

WHEREAS, the Town has no Police Department of its own but does desire to provide police protection for inhabitants of the Town residing outside Village limits; and

WHEREAS, from time to time, law enforcement demands exceed the resources of a particular law enforcement agency so that assistance and cooperation from other law enforcement agencies is necessary; and

WHEREAS, The Village and Town deem it desirable and in the interest of public safety for the Village Police Department to be authorized to perform law enforcement services within the limits of the Town for the joint benefit of the Village, Town and their respective inhabitants; such law enforcement by the Village being intended to protect life and property to the two municipalities; and

WHEREAS, General Municipal Law, Section 119-N allows such municipalities may undertake that joint service.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- A. The Village Board of Trustees shall authorize the members of its Police Department to act and perform law enforcement services within in the Town of LeRoy.
- B. The Town hereby authorizes and empowers all duly authorized and appointed representatives and members of the Police Department of the Village, during the term of this agreement, to act and perform law enforcement services within the areas of the Town which are outside of the Village limits of the incorporated Village of Le Roy with the same powers, duties, immunities and privileges as if

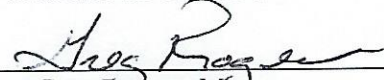
such officers were acting as such Police Officers and performing such duties within the Village of Le Roy, New York. Nothing contained in this agreement shall be construed as in any way limiting the jurisdiction of such duly authorized and appointed members of the Police Department of the Village to act and perform the duties of such Police Officers to the area in the Town of Le Roy hereinabove in this Agreement described, and such jurisdiction shall extend to all areas of the Town both inside and outside the boundaries of the incorporated Village.

- C. There are multiple law enforcement agencies with jurisdiction in the Town of Le Roy, including the Genesee County Sheriffs Office and New York State Police. This agreement is not intended to affect or diminish their responsibilities in the Town in anyway.
- D. The Village of Le Roy Police Department shall be available for calls for service and law enforcement related matters in the Town of LeRoy if the LeRoy Chief of Police, Le Roy Police Sergeant or his/ her designee deem it to be in the best interest of public safety or to protect life and property.
- E. It is further understood that the Le Roy Chief of Police, Le Roy Police Sergeant or his/ her designee shall adequately deploy available resources in a manner that will ensure adequate coverage for their primary responsibility, the protection of all Village residents and all persons and property within the Village.
- F. Nothing herein shall limit or restrict the Village Police's ability to seek assistance from other law enforcement agencies, including but not limited to the Genesee County Sheriff's Office and New York State Police.
- G. The Village and Town shall take such steps as necessary to indicate and publicize to the public within the Town that the Police Officers have jurisdiction both within the Village and within the Town outside the limits of the Village.
- H. The Village shall cause all insurance policies covering the operation of the Police Department to be endorsed to include the Town as an additional insured on the same basis as the Village and it shall hold harmless, indemnify and defend the Town from any claim, cost, liability and/or expense arising out of any occurrence involving any act of negligence, by omission or commission, by a police officer acting pursuant to this Agreement, but in no event shall such indemnification exceed the limits of said policies. In consideration of the premium charged, it is hereby understood and agreed that the Town of Le Roy will be added as an additional insured, but only with respect to this Police Protection Agreement and reimburse the Village the total cost for said premium.

- I. From January 1<sup>st</sup>, 2024 through December 31<sup>st</sup>, 2024 the Town shall pay to the Village Sixty-Two Thousand Dollars (\$62,000.00) for Law Enforcement Services outside the Village by the Village Police Department.
- J. From January 1<sup>st</sup>, 2024 through December 31<sup>st</sup>, 2024 the Town shall pay to the Village Two Thousand Five Hundred Dollars (\$2,500.00) for fuel and maintenance for police patrol vehicles.
- K. For dedicated law enforcement services requested by the Town (i.e., Bailiff, Town Court), the Town shall pay to the Village the hourly rate of a Police Officer time expended in such duty as stipulated and agreed to in the latest Village Police Collective Bargaining Agreement.
- L. This Agreement shall become effective upon execution by both parties and shall remain in effect until December 31<sup>st</sup>, 2024.
- M. This Agreement cannot be modified orally and can only be modified by the mutual, written agreement of the parties. This Agreement cannot be assigned by either party. Both parties represent that their respective boards have reviewed this Agreement and approved of the same via resolution. This Lease may be executed in counterparts, each of which, when taken together, shall constitute one and the same document. This Lease represents the entire agreement between the parties.
- N. All immunities from liability and exemptions from laws, ordinances and regulations, which law enforcements officers enjoy in their own jurisdiction, shall be effective in the Town of LeRoy, unless otherwise prohibited by law.
- O. This Agreement shall be governed by the laws of the State of New York.

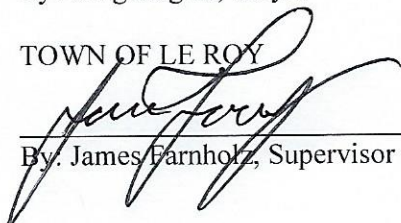
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement the day first written above.

VILLAGE OF LE ROY

  
By: Greg Rogers, Mayor

Date: 10/23/23

TOWN OF LE ROY

  
By: James Farnholz, Supervisor

Date: 10/26/23