

**Village of Red Hook and Town of Red Hook
POLICE SERVICES AGREEMENT**

THIS AGREEMENT, made on the day of , 202 , by and between the **Village of Red Hook**, Dutchess County, New York, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York with its principal place of business located at 7467 South Broadway, Red Hook, New York, and the **Town of Red Hook**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York with its principal place of business located at 7340 South Broadway, Red Hook, New York.

WHEREAS, General Municipal Law Section 119-0 authorizes municipalities to enter into agreement to provide police protection which is more intensive than usually and normally provided and which involves outlay of money, manpower and equipment provided by the Village of Red Hook; and

WHEREAS, the Village of Red Hook maintains a police department which is solely and wholly within the control of the Village of Red Hook, and

WHEREAS, the Town of Red Hook has requested that the Village of Red Hook provide certain police protection in, about, and through territory, lands, and property within the jurisdiction of the Town of Red Hook; and

WHEREAS, the Board of Trustees of the Village of Red Hook have debated and discussed the request from the Town of Red Hook to provide certain police protection in, around, and throughout the Town of Red Hook territory; and

WHEREAS, the Board of Trustees of the Village of Red Hook has decided and voted upon providing to the Town of Red Hook certain police protection in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Town of Red Hook agrees to pay to the Village of Red Hook monies and to reimburse the Village of Red Hook for expenses incurred in connection with the Village of Red Hook providing to the Town of Red Hook certain police protection in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, the Village of Red Hook and the Town of Red Hook mutually agree to the

following terms and conditions:

1. **SCOPE OF SERVICES:**

- A. The Village of Red Hook shall provide to the Town of Red Hook Village Police Officers to conduct random patrols in, through, and about the territory of the Town of Red Hook, which patrols include, but are not limited to, certain, regular, and periodic road patrols and/or bike patrols throughout the Town of Red Hook region.
- B. The Village of Red Hook shall further direct its police officers during scheduled Town of Red Hook patrols hours to respond to calls for assistance received from the Town of Red Hook, its personnel, agents, officers, and individuals assuming responsibilities on behalf of the Town of Red Hook.
- C. The Village of Red Hook and the Town of Red Hook shall arrange for specific police services to be provided as herein described in this agreement by the Village of Red Hook to the Town of Red Hook. The Town of Red Hook shall give the Village of Red Hook one month's advance written notice of any change to the amount of police patrols as previously arranged. The Town Supervisor or his/her designee shall make or receive requests for police services and will coordinate the delivery of such services with the Village of Red Hook Police Lieutenant or their designee.
- D. The Village of Red Hook shall enforce State Statues and Local Laws.
- E. The ultimate planning, organization, scheduling, direction and supervision of the Village of Red Hook personnel and all other matters incidental to the delivery of police services to the Town of Red Hook shall be determined by the Village of Red Hook Police Lieutenant or their designee. Said officer or their designee shall retain exclusive authority over the activities of their personnel working within the Town of Red Hook.
- F. Any conflict between the Village of Red Hook and the Town of Red Hook regarding the extent or manner of performance of said police protection delivered to the Town of Red Hook shall be resolved by mutual agreement between the Mayor of the Village of Red Hook and the Supervisor of the Town of Red Hook. If no agreement can be reached, the Village Mayor and Town Supervisor will meet with Village of Red

Hook Police Lieutenant for fact finding determination by the two municipal elected leaders. If no final agreement can be reached by the two elected leaders, the parties have the option of termination.

2. EQUIPMENT AND FACILITIES

- A. Except as otherwise stipulated, the Village of Red Hook shall furnish all personnel, equipment and supplies required to provide the agreed police services to the Town of Red Hook.
- B. The Village of Red Hook and the Town of Red Hook shall retain title to the property each may acquire to fulfill its obligations under this agreement. Upon the termination of this agreement, each party may dispose of its property as it sees fit.

3. TERM OF AGREEMENT

- A. This agreement shall be effective as of January 1st, 2026, and shall terminate on December 31, 2026, unless otherwise terminated or renewed as set forth herein. A new agreement, in draft version, shall be submitted to the Town of Red Hook by November 1, 2026.

4. PAYMENT

A. The Town of Red Hook shall reimburse the Village of Red Hook the agreed upon sum of **\$120,000.00** divided and billed monthly during the term of this agreement for providing police patrols/services per week in and for the Town of Red Hook. The Town agrees to additionally pay **the following rates** while providing Court Officer Services for the Town of Red Hook Justice Court **and other special events as requested:**

- **Part Time Officer \$49.50/hr regular time \$74.50/hr OT**
- **Full Time Officer \$78.25/hr regular time \$98.00/hr OT**
- **Sergeant \$95.00/hr regular time \$117.50/hr OT**
- **Lieutenant \$107.50/hr regular time \$134.50/hr OT**

-

Work rules as per the Collective-Bargaining Agreement between United Public Service Employees Union (UPSEU) and the Village of Red Hook, apply. For example, an officer who serves as Court/Security

Officer shall be paid a minimum of four (4) hours, or the actual time worked, whichever is greater. Any additional hours for special projects may be subject to overtime as outlined in the CBA; and as specified will be described in the monthly billing. The Town of Red Hook will additionally pay the current IRS rate for each mile patrolled by Village of Red Hook Police in performing and providing police patrols/services and corresponding services to the Town of Red Hook.

Additionally, the Town of Red Hook will contribute \$2500 toward the Village's Police Capital Reserve set aside for capital purchases for the Police Department.

- B. The Village of Red Hook and the Town of Red Hook may negotiate annually the fees charged for providing said police services based upon an increase in cost to provide such services. The Village of Red Hook shall notify the Town of Red Hook of such adjustment prior to the renewal of any term or condition contained herein.
- C. The Village of Red Hook shall bill the Town of Red Hook within ten (10) days after the close of each calendar month for all police services provided during that month pursuant to this agreement. The bill shall itemize each officer scheduled, the dates and times of service, the total number of hours of police services provided including the number of hours associated with processing police actions during the scheduled shift if it required any associated mileage and additional information pertaining thereto.

5. LIABILITY

A. Village of Red Hook: The Village of Red Hook shall assume liability for, defend against, and secure the Town of Red Hook from all costs or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the Village of Red Hook arising of the performance of this agreement. The Village of Red Hook maintains general liability and police professional insurance and shall name the Town of Red Hook as additional insured on such policies for the services provided under this Agreement.

B. Town of Red Hook: The Town of Red Hook shall assume liability for, defend against, and exempt the Village of Red Hook from and against any and all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Town of Red Hook, its employees, servants, or agents, with whom officers employed by the Village of Red Hook Police Department may come in contact in the normal course of providing police services to the Town of Red Hook.

6. PERSONNEL

A. Employee Status: For purposes of this agreement only, all persons employed by the Village of Red Hook in providing police protection services to the Town of Red Hook shall be Village of Red Hook Officers or employees, and they shall not have any benefit, status, or right of Town of Red Hook employment.

B. Payment: The Town of Red Hook shall not be liable for the direct payment of salaries, wages, or other compensation to the Village of Red Hook officers or employees providing police protection services to the Town of Red Hook under this Agreement.

C. Indemnity: All Village of Red Hook Police Officers performing services under this agreement shall be deemed employees of the Village of Red Hook for purposes of the Workers' Compensation Law and the Town of Red Hook shall not be responsible for the payment of any benefits thereunder.

7. TERMINATION

A. At any time during this Agreement, the Village of Red Hook or the Town of Red Hook shall have the right, upon thirty (30) days written notice to each other, with or without cause, to terminate this agreement in whole or in part or to postpone, delay, suspend or abandon all or any part of the services provided hereunder. In the event of such termination, postponement, delay, suspension or abandonment, the Village of Red Hook shall bill the Town of Red Hook for any police protection services provided by the Village of Red Hook to the time of termination, and the Town of Red Hook shall pay to the Village of Red Hook all amounts due and earned to the time of termination, postponement delay, suspension, or abandonment, in accordance with the provisions of this Agreement.

B. Such termination, postponement, delay, suspension, or abandonment shall not give rise to any cause of action against the Village of Red Hook or the Town of Red Hook for damages, loss of profits, expenses, or other remuneration of any kind.

C. The provisions of Section 5 and Section 6 shall survive termination as to any claim or matter arising prior to the effective date of termination.

8. RENEWAL

A. Unless terminated in accordance with Section Seven (7) above, this Agreement shall be renewed automatically for successive terms of one (1) year, although the hourly rates billed by the Village of Red Hook to the Town of Red Hook will need to be renegotiated and agreed upon between both municipalities prior to the Village of Red Hook providing to the Town of Red Hook police protection services pursuant to the terms and conditions of this Agreement.

9. NON-ASSIGNMENT

A. This Agreement may not be assigned by the Village of Red Hook or the Town of Red Hook, nor any right, title, or interest therein assigned transferred conveyed, or disposed.

10. NOTICES

A. Except as otherwise provided in this Agreement, any notice or communication required to be given, except monthly invoices, which may be personally delivered or sent by regular mail, shall be deemed sufficiently given or rendered, if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows or to such other addresses as the parties may designate in writing:

**VILLAGE OF RED HOOK
7467 South Broadway
Red Hook, NY 12571**

**TOWN OF RED HOOK
7340 South Broadway
Red Hook, NY 12571**

11. ENTIRE AGREEMENT

A. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission, or waiver of the terms of this Agreement shall be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

12. NO THIRD PARTY BENEFICIARY.

A. This agreement is solely for the benefit of the parties and nothing in this Agreement shall act to confer third-party beneficiary rights on any person or entity not a party to this agreement.

13. SEVERABILITY.

A. In case any one or more of the provisions of this agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this agreement, but this agreement shall be constructed and enforced as if such illegal or invalid provision had not been contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VILLAGE OF RED HOOK

By: _____
Karen Smythe, Mayor

TOWN OF RED HOOK

By: _____
Robert McKeon, Supervisor

