

Agenda
Manlius Town Board
August 14, 2019
6:30 PM

1. Pledge Of Allegiance
2. Approval Of Minutes - July 24, 2019

Documents:

[7-24-19 DRAFT.PDF](#)

3. Approval Of Abstract #15
4. Town Historian Report - Barbara Rivette
5. East Syracuse Minoa School District - School Information Resource Officer Agreements

Documents:

[ESM SIRO AGREEMENT - OFFICER DAMON.PDF](#)
[ESM SIRO AGREEMENT - OFFICER KAMMAR.PDF](#)

6. Hope For Heather - Teal Ribbon Run - 2019 Agreement

Documents:

[HOPE FOR HEATHER AGREEMENT - 2019.PDF](#)

7. Medicare Part D Agreement

Documents:

[MEDICARE PART D AGREEMENT.PDF](#)

8. Appointment Of Custodial/Maintenance Worker
9. Correspondence/ New Business
10. Highway Superintendent

- 10.I. August 2019 - Items For Auction

Documents:

[AUGUST 2019 AUCTION ITEMS.PDF](#)

11. Planning & Development
12. Attorney
13. Town Clerk

14. Police Chief
15. Town Board
16. Supervisor
17. Adjournment

Please silence cell phones.

	TOWN OF MANLIUS	
	Fund Summary	
	Abstract # 14 - 2019	
<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$ 85,960.45
B	General Fund Town	\$ 26.06
DA	Highway Fund Townwide	\$ 64,117.58
DB	Highway Fund Town	\$ 395,812.72
SR1	Manlius Trash District	\$ 101,874.89
SR2	Manlius Res Brush District	\$ 11,600.00
SS1	Manlius Con Sewer District	\$ 281.13

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Bollinger, Councilor Giordano, Councilor Green

Nayes: 0

All in Favor.

Motion Carries.

Public Hearing – Linda Jones – 8317 Manlius Cazenovia Rd.

Bob Eggleston the architect for the project, reviewed the application; Linda Jones has a 4.3-acre property with 275 feet of road frontage with a 2-bedroom house. Ms. Jones would like to build a 1200 square foot building of which 2/3 will be a personal dog training area, and the balance will be used for a small dog grooming business. The dogs will be dropped off and picked up the same day between 8 and 5. They have added 2 parking spaces for the drop off and pick up process. The Town of Manlius Planning Board did review the application and gave a positive review.

Supervisor Theobald stated that at the June 26, 2019 meeting the Town Board did appoint themselves lead agency and declare this application an unlisted action under SEQR and issued a negative declaration under SEQR.

Councilor Loeffler made a motion, seconded by Councilor Rossetti, to waive the reading of the public notice in the matter of the application by Linda Jones, 8317 Manlius-Cazenovia Rd., for a 30' X 40' building to train her own dogs for competition and a low intensity dog grooming business.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0

All in Favor.

Motion Carries.

Mr. Eggleston noted for the record that the applicant had notified all neighbor within 500 feet as requested.

Councilor Loeffler made a motion, seconded by Councilor Giordano, to open the public hearing at 6:35pm in the matter of the – Linda Jones, 8317 Manlius-Cazenovia Rd., for a 30' X 40' Building to train her own dogs for competition and a low intensity dog grooming business.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0 All in Favor. Motion Carries.

With there being no further comments from the public, Councilor Rossetti made a motion, seconded by Councilor Green, to close the public hearing at 6:36pm in the matter of the application by Linda Jones, 8317 Manlius-Cazenovia Rd., for a 30' X 40' building to train her own dogs for competition and a low intensity dog grooming business.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0 All in Favor. Motion Carries.

Attorney Frateschi reviewed the special permit resolution with all the required findings. Attorney Frateschi stated the Planning Board has approved the site plan and has provided reasons for that determination. Attorney Frateschi stated the special permit will need to be renewed in 7 years which is standard for all special permits.

Councilor Bollinger made a motion, seconded by Councilor Rossetti, to approve the Special Permit for Linda Jones, 8317 Manlius-Cazenovia Rd., Manlius, NY, to construct a 30' X 40' building for the purposes of training her own dogs for competition and a low intensity dog grooming business.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0 All in Favor. Motion Carries.

Public Hearing – Yield Signs – Sunset Dr. & Manor Dr.

Highway Superintendent Cushing reviewed the location of the 1 new yield sign, along with the locations of the 2 existing yield signs.

Attorney Frateschi stated the 2 existing yield signs are not currently a part of the town's existing code. The local law if approved tonight will amend the code to include 1 new yield sign and the 2 existing signs.

Councilor Bollinger made a motion, seconded by Councilor Green, to waive the reading of the public notice in the matter of – Local Law 2019-4 Amending Chapter 139 of the Code of the Town of Manlius, for yield signs located on Sunset Dr. at the western most intersection of Manor Dr. from the southeast at Sunset Dr. going west, Pleasant Dr. N from the North going east, Pleasant Dr. S from the southwest going west.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0 All in Favor. Motion Carries.

Councilor Rossetti made a motion, seconded by Councilor Green, to open the public hearing at 6:38pm in the matter of the – Local Law 2019-4 Amending Chapter 139 of the Code of the Town of Manlius.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0 All in Favor. Motion Carries.

With there being no comment from the public, Councilor Rossetti made a motion, seconded by Councilor Green, to close the public hearing at 6:38pm in the matter of the – Local Law 2019-4 Amending Chapter 139 of the Code of the Town of Manlius.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Loeffler, to approve the Local Law 2019-4 as written for Chapter 139 of the Code of the Town of Manlius, for yield signs located on Sunset Dr. at the western most intersection of Manor Dr. from the southeast at Sunset Dr. going west, Pleasant Dr. N from the North going east, Pleasant Dr. S from the southwest going west.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0 All in Favor. Motion Carries.

Police Traffic Services Program – Grant

Chief Crowell stated that the Town of Manlius Police Department has been awarded a grant in the amount of \$15,305 to participate in the statewide Police Traffic Services Program. This grant money is used to increase seat belt usage and decrease dangerous driving behaviors in an effort to decrease serious injury and death from traffic crashes.

Councilor Loeffler made a motion, seconded by Councilor Rossetti, to authorize the Supervisor to sign the Police Traffic Services Program Grant Contract as presented.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nayes: 0 All in Favor. Motion Carries.

Correspondence/New Business

A) Highway Superintendent – No New Business

B) Planning & Development – No New Business

C) Attorney – No New Business

D) Town Clerk

Deputy Town Clerk Witzel reviewed a firework permit application submitted by the Traditions at the Links for a display to be held on July 27, 2019. The application has been reviewed and approved by the Office of Planning and Development.

Councilor Green made a motion, seconded by Councilor Giordano to authorize the Town Clerk to issue a firework permit to Traditions at the Links for a firework display on July 27, 2019.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nays: 0 All in Favor. Motion Carries.

Deputy Town Clerk Witzel reviewed a firework permit application submitted by the Village of Minoa for a display to be held on September 7, 2019. The application has been reviewed and approved by the Office of Planning and Development.

Councilor Rossetti made a motion, seconded by Councilor Giordano to authorize the Town Clerk to issue a firework permit to Village of Minoa for a firework display on September 7, 2019.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nays: 0 All in Favor. Motion Carries.

Deputy Town Clerk Witzel stated that Green Lakes Lanes, 7930 East Genesee St., Fayetteville NY has requested from the Town a waiver of the 30-day waiting period for their liquor license application.

Councilor Bollinger made a motion, seconded by Councilor Rossetti to authorize the Town Clerk to send a letter to the NYS Liquor Authority waiving the thirty-day waiting period for 7930 East Genesee St., Fayetteville, NY liquor license.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Giordano, Councilor Green, Councilor Bollinger, Councilor Rossetti

Nays: 0 All in Favor. Motion Carries.

E) Police Chief

Chief Crowell thanked Councilor Rossetti for helping with the air conditioning issue at the police department building.

Chief Crowell reported the following:

- The new cadets who are at the academy now are doing well.

- Citizen's Police Academy will be held in the fall starting on Wednesday, September 11, 2019.
- Legislative changes will be effective January 2020 include: 15-day discovery process which may cause additional staffing needs and the elimination of cash bail.

F) Town Board

Councilor Rossetti stated he will be on the agenda for the Village of Manlius Board on August 13, 2019 to ask them to deduct the cost of the air conditioners from the rent.

Councilor Green complimented the recreation department on their summer production of Guys & Dolls.

Councilor Bollinger stated that she and other members of the town board attended the public hearing held at the Manlius Fire Department meeting room concerning the proposed Woodland Hill Subdivision on Hoag Lane, Fayetteville.

G) Supervisor

Supervisor Theobald complemented the recreation department on the summer theater production of Guys & Dolls, and he stated is looking forward to next year's production of Matilda.

Supervisor Theobald stated a letter of support was issued for the Village of Fayetteville for phase 6 of the canal park.

Councilor Rossetti made a motion, seconded by Councilor Loeffler, to accept the Supervisor's monthly report for June 2019 as presented.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Giordano, Councilor Bollinger, Councilor Green

Nayes: 0 All in favor. Motion Carries.

There being no further business to come before the Board, upon motion duly made by Councilor Loeffler and seconded by Councilor Rossetti the Board voted unanimously to adjourn regular session at 7:00PM.

Ayes: Supervisor Theobald, Councilor Loeffler, Councilor Rossetti, Councilor Giordano, Councilor Bollinger, Councilor Green

Nayes: 0 All in favor. Motion Carries.

Respectfully Submitted by:

Deborah Witzel
Deputy Town Clerk

SIRO Program 2019-2020 (Brian Damon)
AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT
AND
EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

THIS AGREEMENT is made this 1st day of July, 2019 by and between the TOWN OF MANLIUS POLICE DEPARTMENT (hereinafter "POLICE DEPARTMENT") and the EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT (hereinafter "SCHOOL DISTRICT") as follows:

WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – The school grounds shall consist of all buildings and grounds under jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.
- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT. Such administration, supervision and control is subject to the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.
- 2.2 The POLICE DEPARTMENT agrees to provide and to pay the SIRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the POLICE DEPARTMENT. The SIRO shall be subject to all other personnel and practices of the POLICE DEPARTMENT. Such policies or practices may have to be modified to comply with the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.
- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a

particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for **186** days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of the SIRO at a **per diem rate of \$ 636.52** for school year 2019-20. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of the SIRO.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime shall be billed at a rate of **\$ 72.34 per hour for the 2019** calendar year and at **\$ 74.04 per hour for the 2020** calendar year.

- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.
- 3.5 It is understood and agreed that time spent by the SIRO attending court related to juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the SCHOOL DISTRICT administration.
- 5.2 To counsel public school students in special situations when requested by the Principal or the principal's designee or by the parents of a student;

- 5.3 To answer questions and conduct classroom presentations for students in law-related fields;
- 5.4 To perform such other duties as the parties may agree from time to time.

6.0 Chain of Command

- 6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.
- 6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

- 7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.
- 7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

- 8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.

- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.
- 9.3 Body Worn Camera (BWC). Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO. The SIRO's decision shall take into account the privacy interests of those subjects who are being recorded.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall transport students in their vehicles when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).
- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2019 and ending on June 30, 2020. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as a police officer. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO'S authorized duties as solely directed

by school personnel and not pursuant to or in contravention of the SIRO's law enforcement duties. The POLICE DEPARTMENT shall provide notice to the SCHOOL DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

By: _____
Dr. Donna J. DeSiato, Superintendent of Schools

TOWN OF MANLIUS

By: _____
Edmond J. Theobald, Supervisor

MANLIUS POLICE DEPARTMENT

By: _____
Michael J. Crowell, Chief of Police

SIRO Program 2019-2020 (Rebecca Kammar)
AGREEMENT BETWEEN THE
TOWN OF MANLIUS POLICE DEPARTMENT
AND
EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

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WHEREAS, the SCHOOL DISTRICT wishes to implement a SCHOOL INFORMATION RESOURCE OFFICER to promote the goal of ensuring a caring, safe, respectful, and orderly learning environment in its schools; and

WHEREAS, the SCHOOL DISTRICT and the POLICE DEPARTMENT desire to establish the terms and scope of duties in this SCHOOL INFORMATION and RESOURCE OFFICER (hereinafter referred to as ("SIRO")) Agreement the specific terms and conditions of the services to be provided by the said SIROs in the SCHOOL DISTRICT:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Defined terms

For the purposes of this Agreement, the following terms have the meanings listed:

SIRO Supervisor – The POLICE DEPARTMENT employee assigned to supervise the SIRO's activities.

School Liaison – The SCHOOL DISTRICT employee who is designated as the primary contact for the SIRO and POLICE DEPARTMENT regarding the SIRO's work.

School grounds – ~~The school grounds shall consist of all buildings and grounds under~~ jurisdiction of the SCHOOL DISTRICT, including but not limited to the high school, the middle school, the elementary school and the school district offices.

1.0 Goals and Objectives

It is understood and agreed that the SCHOOL DISTRICT and the POLICE DEPARTMENT officials share the following goals and objectives regarding the SIRO Program in the schools:

- 1.1 The primary duty of the SIRO is to establish relationships with students and to act as a mentor. The SIRO's law enforcement function is a part of relationship-building with the student body and community.
- 1.2 The SIRO will foster educational programs and activities that increase student knowledge of and respect for the law and the function of law enforcement agencies;
- 1.3 The SIRO will be available to work cooperatively with teachers to assist in developing specialty programs specific to areas of study including but not limited to court procedures, citizenship and forensic science;
- 1.4 The SIRO will conduct criminal investigations with the goals of promoting safety for the school community and establishing a deterrent to delinquent student behavior and promoting and ensuring the safety of the students, faculty and administration of the SCHOOL DISTRICT;
- 1.5 The SIRO will work with school administrators to identify and address safety issues within the schools;
- 1.6 The SIRO will serve as a mentor and role model for students attending school in the SCHOOL DISTRICT.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The SIRO shall be an employee of the POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the POLICE DEPARTMENT. Such administration, supervision and control is subject to the terms and conditions of this Agreement, as long as those terms do not compromise the Town's Employer/Employee relationship.
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- 2.3 The parties shall use a collaborative process in the assignment of a SIRO. Both parties shall have the right to attend and participate in candidate interviews. The POLICE DEPARTMENT shall select three finalists from the candidate pool and the SCHOOL DISTRICT shall select the candidate to be assigned.
- 2.4 The POLICE DEPARTMENT shall notify the SCHOOL DISTRICT within 24 hours of the termination of the services of a SIRO assigned to the SCHOOL DISTRICT. The SCHOOL DISTRICT has the right to refuse the services of a

particular SIRO and shall provide the POLICE DEPARTMENT with 24 hours notice of its intent to do so. Upon such notice by either party, the parties shall meet and confer within 48 hours of such notice to discuss the replacement of the SIRO.

- 2.5 The POLICE DEPARTMENT shall hold the SCHOOL DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SIROs.
- 2.6 In the event an SIRO is absent from work, the SIRO shall notify both his supervisor in the POLICE DEPARTMENT and the principal of the school to which the SIRO is assigned on that particular day. To the extent possible, the POLICE DEPARTMENT shall provide an interim replacement
- 2.7 The relationship of the POLICE DEPARTMENT to the SCHOOL DISTRICT shall be that of independent contractor and neither party shall be an agent of or otherwise have authority to bind the other party.

3.0 Payment Terms and Duty Hours

- 3.1 The SIRO's regular duty shall be 40 hours per week for **186** days, and the schedule of these hours shall be set by mutual agreement between the SCHOOL DISTRICT and the POLICE DEPARTMENT. The SCHOOL DISTRICT may contract for additional service days beyond the required 186 days at the per diem rate.
- 3.2 The SCHOOL DISTRICT shall pay the POLICE DEPARTMENT for the services of the SIRO at a **per diem rate of \$ 627.85** for school year 2019-20. The SCHOOL DISTRICT will pay the POLICE DEPARTMENT at this per diem rate based upon the actual service of the SIRO.
- 3.3 From time to time the SIRO may be required to work more than the 8 hours of regular scheduled duty in a given day. In such instances, the additional time worked by the SIRO shall be credited as "school comp time" or overtime. The choice of either school comp time or overtime shall be at the discretion of the SIRO. School comp time may be used to offset days where the SIRO is scheduled to work, but does not have to report due to the closing of school. The maximum amount of comp time that may accumulate at any one time is 40 hours. At the end of the school year, any school comp time that has not been utilized by the SIRO shall be converted to overtime or carried forward into the next school year based upon the SIRO's request. Authorized overtime shall be billed at a rate of **\$ 71.51 per hour for the 2019** calendar year and at **\$ 73.21 per hour for the 2020** calendar year.

- 3.4 The SIRO shall be on duty upon the school grounds fifteen minutes before the beginning of the student instructional day and shall remain on duty for eight (8) hours unless this schedule modified by the mutual agreement between the POLICE DEPARTMENT and the SCHOOL DISTRICT, or the Principal of the building to which the SIRO is assigned on a given day.
- 3.5 It is understood and agreed that time spent by the SIRO attending court related to juvenile and/or criminal cases arising from and/or out of their employment as an SIRO shall be considered as hours worked under this Agreement.
- 3.6 In the event of an emergency the SIRO may be ordered by the POLICE DEPARTMENT to leave school grounds during normal duty hours as described above to perform other services for the POLICE DEPARTMENT. In such instances, the time spent by the SIRO away from the school grounds shall not be considered billable time by the POLICE DEPARTMENT.
- 3.7 For school vacations, holidays and other times when school is not in session and/or the SIRO is not required to be on school grounds, the officer may take available leave balances, or report to the SIRO supervisor for reassignment.

4.0 Basic Qualifications of the School Information and Resource Officers (SIRO)

To be an SIRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a sworn officer and should have a minimum of five years of law enforcement experience;
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess even temperament and set a good example for students; and
- 4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

- 5.1 To assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct and to provide usual and customary police services to the SCHOOL DISTRICT. The role of school discipline shall remain with the SCHOOL DISTRICT administration
- 5.2 To counsel public school students in special situations when requested by the Principal or the principal's designee or by the parents of a student;

5.3 To answer questions and conduct classroom presentations for students in law-related fields;

5.4 To perform such other duties as the parties may agree from time to time.

6.0 Chain of Command

6.1 As employees of the POLICE DEPARTMENT, the SIRO shall follow the chain of command as set forth in the POLICE DEPARTMENT Policies and Procedure Manual, except where such procedures conflict with the policies of the Board of Education of the SCHOOL DISTRICT. It is expressly recognized and acknowledged by the SCHOOL DISTRICT that policies of the Board of Education cannot supersede the SIRO's duty to act in accordance with state and federal law.

6.2 In the performance of the duties described herein, the SIRO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the SIRO Supervisor assigned by the POLICE DEPARTMENT for such purpose in the event of any question regarding the performance of duties by an SIRO.

7.0 Training/Briefing

7.1 The SIRO may be required by the POLICE DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the POLICE DEPARTMENT Operations commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and the school liaison.

7.2 The SCHOOL DISTRICT and the POLICE DEPARTMENT shall schedule training for the SIRO in Board of Education Policies, regulations and procedures, including the Code of Conduct for students and others and the programs and practices of the SCHOOL DISTRICT regarding student discipline.

8.0 Dress Code

8.1 The SIRO shall work primarily in either a departmental issued uniform or plain clothes business attire while on duty. The decision regarding the attire to be worn shall be made in consultation between the parties.

9.0 Supplies and Equipment

9.1 Motor vehicles. The POLICE DEPARTMENT shall provide a vehicle for the SIRO. Beginning in 2017, newly assigned vehicles shall be marked in the same manner as patrol vehicles assigned to the Field Services Section.

- 9.2 Office Supplies. The SCHOOL DISTRICT agrees to provide each SIRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SIRO shall be provided a private office within the school that is accessible by the students. The SIRO shall also be provided by the SCHOOL DISTRICT a computer, printer and access to a private fax machine for confidential intelligence sharing with other POLICE DEPARTMENT personnel, and a communication device.
- 9.3 Body Worn Camera (BWC). Body worn cameras are a common law enforcement tool and are utilized by all TMPD patrol officers. A BWC will be utilized by the SIRO; in the school setting the SIRO shall have the discretion to record contacts when they consider it to be in the best interest of the student, staff, school administrators or the SIRO. The SIRO's decision shall take into account the privacy interests of those subjects who are being recorded.

10.0 Transporting Students

- 10.1 It is agreed that SIROs shall transport students in their vehicles when the students are victims of a crime, under arrest, or some other emergency circumstance exists.
- 10.2 If circumstances other than an arrest require that the SIRO transport a student, then an effort shall be made to have a school administrator accompany the officer and the student in the vehicle. When a school administrator is not available the SIRO shall record the transport using a body worn camera.
- 10.3 Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SIRO shall not transport students in their personal vehicles.
- 10.4 The SIRO shall notify the building principal before moving a student from the school grounds.

11.0 Access to Education Records

- 11.1 School officials shall allow SIROs to inspect and copy any public records maintained by the school that is permissible by law.
- 11.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SIRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

- 11.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA).
- 11.4 Pursuant to FERPA, the SCHOOL DISTRICT hereby designates each SIRO as the District's "law enforcement unit" for the purpose of enforcing any Federal, State or local law and maintaining the physical security and safety of the schools to which they are assigned, and as such shall have access to student education records as appropriate in order to carry out their SIRO duties.

12.0 Term of Agreement

- 12.1 The term of this agreement is one year commencing on July 1, 2019 and ending on June 30, 2020. The Agreement may be renewed and extended annually by the written agreement of both the SCHOOL DISTRICT and the POLICE DEPARTMENT. Written notice of intent to extend the Agreement must be sent by each party no later than June 1st of the current year.
- 12.2 In the event that the SCHOOL DISTRICT opts not to extend the Agreement in a given year, it shall remain responsible to pay the per diem charges that would otherwise have been due for the months of September and October of the succeeding year.

13.0 Insurance and Indemnification

- 13.1 The POLICE DEPARTMENT shall maintain in full force and effect during the term of this Agreement a comprehensive liability insurance policy with coverage that is consistent with police department policies and procedures.
- 13.2 Without waiving any defenses, the POLICE DEPARTMENT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the SCHOOL DISTRICT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO's authorized duties as a police officer. The SCHOOL DISTRICT shall provide notice to the POLICE DEPARTMENT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the SCHOOL DISTRICT, would cause the SCHOOL DISTRICT to suffer or incur loss or expense.
- 13.3 Without waiving any defenses, the SCHOOL DISTRICT agrees to, at its sole cost and expense, indemnify, protect, defend and hold the POLICE DEPARTMENT harmless against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including reasonable attorney's fees) arising out of the performance of the SIRO'S authorized duties as solely directed

by school personnel and not pursuant to or in contravention of the SIRO's law enforcement duties. The POLICE DEPARTMENT shall provide notice to the SCHOOL DISTRICT within twenty (20) days of obtaining the same, of any potential claim or action which, if decided adversely to the POLICE DEPARTMENT, would cause the POLICE DEPARTMENT to suffer or incur loss or expense.

14.0 Evaluation

It is mutually agreed that the SCHOOL DISTRICT shall annually evaluate the SIRO Program and the parties agree that an exchange of data related to the SIRO's performance shall be a part of the annual evaluation process.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT

By: _____
Dr. Donna J. DeSiato, Superintendent of Schools

TOWN OF MANLIUS

By: _____
Edmond J. Theobald, Supervisor

MANLIUS POLICE DEPARTMENT

By: _____
Michael J. Crowell, Chief of Police

**AGREEMENT REGARDING HOPE FOR HEATHER TEAL RIBBON RUN
THROUGH THE VILLAGE OF MINOA, NEW YORK**

THIS AGREEMENT ("Agreement"), relative to the planning and conducting the **11th** Annual Teal Ribbon 5K Run and 3K Family Fun Walk ("Event") within the corporate limits of the Village of Minoa, New York, is made and entered into as of **August __, 2019**, by and between the Village of Minoa, New York, a municipal corporation with offices located at 240 N. Main Street, Minoa, New York 13116 ("Village"), the Town of Manlius, New York, a municipal corporation with offices located at 301 Brooklea Drive, Fayetteville, New York 13066 ("Town"), and Hope For Heather, a not-for-profit corporation with a mailing address of P.O. Box 2208, Liverpool, New York 13089 ("Sponsor").

WITNESSETH:

WHEREAS, Sponsor is a not-for-profit corporation in memory of Heather Weeks, an advocate for women's cancer committed to raising funds to help find a cure, and who lost her life to cancer at age twenty four (24); and

WHEREAS, Sponsor's mission is to raise funds to support ovarian cancer research to promote education and awareness, and to help provide comfort to women and their families devastated by cancer;

WHEREAS, the Event is part of a series of events conducted by and/or on behalf of Sponsor to promote and fulfill its mission to end ovarian cancer as a life-threatening disease; and

WHEREAS, Sponsor is organizing, planning and conducting the Event the morning of **September 21, 2019**, at Lewis Park in the Village;

WHEREAS, Village and Town are ready, willing, and able to offer such access and/or assistance to Sponsor, as hereinafter described, in regard to the conduct of the Event; and

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village, Town, and Sponsor covenant, represent and undertake as follows:

ARTICLE I

- A.** The Event shall be conducted by the Sponsor on **September 21, 2019** between **8:30 a.m. and 12:00 p.m.**
- B.** The Event is to generally be managed by Sponsor.
- C.** The specific route for the Event shall be as agreed by Village and Sponsor, upon consultation with the Town of Manlius Police Department ("Manlius Police").

- D. Sponsor shall be seeking the temporary closure or alteration of such streets, roads and routes within the municipal boundaries of Village to motor vehicle traffic prior to, and at the time of Event on **September 21, 2019** as agreed to by the parties.
- E. Sponsor is seeking law enforcement assistance from the Manlius Police with respect to pedestrian and traffic safety and direction.

ARTICLE II

- A. The designated (agreed to) streets/roads will be closed, from approximately 9:00 a.m. to 11:45 a.m. on the scheduled day of the Event (**September 21, 2019**), and shall be re-opened as soon as practicable thereafter, with some parts of the Event route opening prior to others.
- B. Village agrees to permit Sponsor use of Lewis Park and facilities located thereon from approximately 7:00 a.m. to 12:00p.m. on the scheduled day of the Event (**September 21, 2019**).
- C. Town agrees to provide through the Manlius Police the following, related to traffic safety and direction:
 - 1. Manlius Police shall provide a total of eight (8) police officers to Sponsor for the purpose of traffic control and general safety and to support the Event for the duration described at Article II(C)(2).
 - 2. Eight (8) police officers shall be on duty for approximately three hours (3) hours, at a per hour rate of Forty-seven and 00/100 Dollars (\$47.00).
 - 3. The above is a good faith estimate only. Thus if circumstances warrant any increased presence, Sponsor agrees to pay same as invoiced from Town based upon the per officer hourly rate set forth herein.
 - 4. Manlius Police may provide supplemental services through its Explorer Post volunteers, however the decision to utilize same (versus its police officers) shall be solely within Manlius Police discretion.
 - 5. Notwithstanding the foregoing provisions for dedicated police officers for the Event, the parties agree that no special duty is or shall be thereby created.
- D. Sponsor shall be responsible for any and all other costs and expenses related to the Event not specifically referenced in Article II above, including but not limited to: services, grounds, manpower, vehicles, or equipment needed to sufficiently accommodate the

requirements of the Event and to safely and effectively plan, organize, set-up, conduct and clean-up after the Event.

ARTICLE III

- A. Sponsor shall provide comprehensive general liability and related insurance coverages for property damage, bodily injury, as follows:
1. General Liability Coverage. A general liability for not less than \$1,000,000.00 Each Occurrence / \$2,000,000.00 Aggregate coverage for Bodily Injury and Property Damage; same to be extended-broad form coverage in nature.
 - a. Contractual Liability. All of the foregoing coverages shall include contractual liability coverage (with the same limits) for the indemnification, defense and hold harmless provisions under this Agreement.
 - b. Additional Insureds. The Village of Minoa, 240 North Main Street, Minoa, New York 13116 and the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, shall be named additional insureds thereon.
 - c. Workmen's Compensation, Disability, Employers Liability. To the extent the event will include, either through the Sponsor organization or individual or third party vendor/contractors, the use of employees a separate certificate evidencing New York State Disability/Workmen's Compensation and employer's liability coverage in statutory amounts shall be provided.
- B. The foregoing coverages shall be evidenced by unconditional binders, endorsements or certificates accurately describing the coverages, insureds, additional insureds, date and specific place of event in form approved by the Village Attorney and Attorney for the Town not less than seven (7) days prior to the Event. The Village and/or Town reserve the right to request a letter from the agent, broker or carrier confirming that same complies with the requirements of this Agreement.
- C. The Village Board of Trustees of Village may (but is not obligated to) approve, by duly adopted resolution, and as permitted by its various carrier(s), an endorsement or additional policy coverage to the Village's own existing policies of insurance, where circumstances are such that insurance cannot, or cannot cost effectively, be provided by Sponsor. In such event the expense to Village in providing same shall be included in the fees charged to Sponsor.

ARTICLE IV

- A. Sponsor agrees to indemnify, defend and hold harmless Village and Town, its respective officers, agents and employees for and from any claims, suits, damages or liability made against or imposed upon Village or Town, its respective officers, agents and/or employees and the like arising from any and all acts or omissions, of Sponsor, its

contractors, vendors, agents, or any of their employees or subcontractors or any of their guests and/or invitees.

- B. The foregoing shall survive termination/expiration of this Agreement.

ARTICLE V

- A. In accordance with the provisions of section 109 of the General Municipal Law, Sponsor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of Village and Town. Any attempts to assign the contract without the Village and Town's written consent are null and void.
- B. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith or shall otherwise be deemed to make such insertion.
- C. This Agreement and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.
- D. The Mayor has executed this agreement pursuant to a Resolution adopted by the Village Board of Trustees, at a meeting thereof held on **August _____, 2019**. William F. Brazill, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk.
- E. The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on _____. _____, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.
- F. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Manlius has caused its corporate seal to be affixed hereto and these presents to be signed by _____ its Supervisor, duly

authorized to do so, and to be attested to by _____, Town Clerk; the Village of Minoa has caused its corporate seal to be affixed hereto and these presents to be signed by **William F. Brazill** its Mayor, duly authorized to do so, and to be attested to by Lisa DeVona, Village Clerk, and the Hope For Heather has caused its corporate seal to be affixed hereto and these presents to be signed by its _____, the day and year first above written.

TOWN OF MANLIUS

Attest:

By: _____

Edmond J. Theobald, Supervisor

By: _____

VILLAGE OF MINOA

Attest:

By: _____

William F. Brazill, Mayor

By: _____

HOPE FOR HEATHER

Attest:

By: _____

Name: Gary Weeks

Title: Treasurer

By: _____



706 N. Clinton Street | Syracuse, NY 13204

P 866.401.5272 **W** bpas.com

Private & Confidential

July 25, 2019

RECEIVED

JUL 29 2019

TOWN OF MANLIUS

Ms. Ann Oot
Town Manager
Town of Manlius
301 Brooklea Dr.
Fayetteville, NY 13066

RE: Medicare Part D Service Agreement for Town of Manlius

Dear Ann:

Enclosed you will find our Medicare Part D Service Agreement that includes details of our Scope of Services and Fee in Appendix A. Appendix B contains the contact information for your engagement team and information about BPAS. Our standard Terms of Engagement are attached.

This agreement will be provided to you on an annual basis. If you would like us to proceed with the engagement, please sign the Service Agreement and approve the fees by initialing Appendix A. Return a signed copy to us; we will not be able to complete our work until we receive this authorization.

We value our relationship with your organization and look forward to continuing to serve you. Please review this information carefully, and if you have any questions please do not hesitate to call me at (315) 703-8905.

Sincerely,

Monica J. Cecilia

Monica J. Cecilia, J.S.A., M.A.A.A.
Vice President
BPAS Healthcare Consulting Services

Solving Tomorrow's Benefit Challenges Today

BPAS Family of Services: Plan Administration & Recordkeeping | TPA Services | Actuarial & Pension Services | VEBA & HRA/HSA Services | Fiduciary Services
AutoRollovers & MyPlanLoan Services | Healthcare Consulting Services | Hand Benefits & Trust, a BPAS Company | BPAS Trust Company of Puerto Rico

BPAS offices in: Rochester, Syracuse, Utica, & New York, NY | Philadelphia & Pittsburgh, PA | Houston, TX | E. Hanover, NJ | San Juan, PR

MEDICARE PART D SERVICE AGREEMENT

Agreement

This Engagement Letter ("Agreement") and the accompanying Terms of Engagement is between Town of Manlius (the "Sponsor") and BPAS Actuarial and Pension Services, LLC ("BPAS").

Purpose

Town of Manlius sponsors a retiree health plan ("the Plan") and is interested in obtaining an actuarial attestation from BPAS that the Plan's prescription drug benefits for Medicare-eligible retirees are actuarially equivalent to the prescription drug coverage provided under Medicare Part D.

Standard Services

BPAS will determine whether each prescription drug benefit option for Medicare-eligible retirees and dependents under the Plan is actuarially equivalent to the standard Medicare Part D benefit by satisfying the:

- Gross Value Test (the gross Plan benefit is of equal or greater value than the standard Medicare Part D benefit), and
- Net Value Test (the net value of Plan benefits is equal to or greater than the value of standard Medicare Part D benefits after subtracting required retiree contributions to each plan).

The Sponsor will provide BPAS, as requested in a specified format and timely manner, information regarding the Plan (i.e. plan provisions, plan participants, contributions, claim data, etc.) in order to complete the services outlined herein. The Sponsor will take full responsibility for ensuring that the data provided is reasonable and appropriate. While BPAS will take all necessary steps in compliance with Actuarial Standards of Practice to ensure the reasonableness of the information provided, we will not perform an audit or independent verification of the information.

Town of Manlius' benefit options may be rich enough that BPAS may, within its professional discretion, attest to the actuarial equivalence to the standard Medicare Part D benefit without calculating the Gross Value and Net Value Tests using Plan-specific claim data to support the attestation. BPAS will determine whether to base these calculations on Town of Manlius's actual Medicare-eligible prescription drug claims experience or on normative Medicare-eligible prescription drug claims, consistent with professional actuarial standards of practice and regulations prescribed by the Centers for Medicare and Medicaid Services ("CMS").

BPAS will provide an actuarial attestation signed by a Member of the American Academy of Actuaries for each benefit option that we determine is actuarially equivalent to standard coverage under Medicare Part D. The actuarial attestation will be provided in a form consistent with the requirements of the Center for Medicare and Medicaid Services. BPAS has no responsibility to update the report for events and circumstances occurring after the date of the report.

Fees for Standard Services

The specific services and associated professional service fees for each of the benefit plans are outlined in Appendix A of this Agreement. This fee quotation is based on the assumption that BPAS will be able to provide the actuarial attestation without performing the gross value and net value tests using Town of Manlius's claim data. The total estimated engagement fee is based on BPAS's understanding of Town of Manlius's prescription

MEDICARE PART D SERVICE AGREEMENT

drug benefit options. Actual engagement fees will be based upon the actual method required to test for actuarial equivalence, the number of benefit plans, and the number of Medicare-eligible participants (if applicable). If actual fees differ materially from those estimated, BPAS will notify Town of Manlius promptly in writing and obtain their concurrence before proceeding with any services. BPAS will invoice Town of Manlius on a monthly basis as time is incurred in connection with this project and will issue a final invoice for the remaining fee upon completion of the engagement. BPAS's fee estimate does not encompass additional work that Town of Manlius may ask them to complete.

BPAS reserves the right to amend the fee schedule from time to time. The Sponsor will receive prior notification of such changes.

The associated fees in Appendix A for the services outlined are based on the time required to perform the services. With regard to the expected time and our fee, we assume the following:

- Receipt of complete and accurate data in the format requested by the due date required, in order to staff the engagement appropriately and complete the work in the mutually agreed upon timeframe. Please refer to Appendix B for details regarding your BPAS engagement team.
- There will be no changes in any areas, including current law, regulations, accounting standards or plan provisions that would impact our deliverables. If however, there are changes that would impact the scope of our services, we will notify you and get approval for the revised fee before proceeding.

Additional Services and Fees

In the event that additional services that are outside the scope of this engagement letter are requested by Town of Manlius, BPAS shall provide such additional services at the rates outlined in Appendix A of this Agreement, only as and to the extent requested by Town of Manlius or a representative of Town of Manlius. Additional services that are beyond the scope of Standard Services include assistance with Town of Manlius's filing with or responses to audit requests from the Center for Medicare and Medicaid Services, revisions to the Business Associate Agreement, and rework due to inaccurate, incomplete, or revised Plan Information.

By signing below you are authorizing BPAS to perform the professional services outlined in Appendix A and you are agreeing to the associated fee outlined in Appendix A. In addition by signing below you are agreeing to the conditions outlined in this agreement, including those outlined in the attached "Terms of Engagement". Finally, unless noted otherwise below, you are authorizing BPAS to use the Sponsor as a reference (either written or verbal) with respect to the professional services provided.

MEDICARE PART D SERVICE AGREEMENT

Acceptance of Agreement

We agree with the terms set forth in this Agreement; including the use of the Sponsor as a reference for BPAS unless otherwise noted below:

BPAS Actuarial and Pension Services, LLC

<u>Monica J. Cecilia</u>	<u>Vice President</u>	<u>7/25/2019</u>
Signature	Title	Date

Town of Manlius

SIGN
HERE

_____	_____	_____
Authorized Representative Signature	Title	Date

_____ Initial here if you do NOT want BPAS to use the Sponsor as a reference for this engagement.

APPENDIX A – FEE SCHEDULE

MEDICARE PART D ACTUARIAL ATTESTATION

Medicare Part D Actuarial Attestation.....\$2,400.

Determination of actuarial equivalency to the standard Medicare Part D benefit of 1 plan by satisfying the:

- Gross Value Test (the gross Plan benefit is of equal or greater value than the standard Medicare Part D benefit), and
- Net Value Test (the net value of Plan benefits is equal to or greater than the value of standard Medicare Part D benefits after subtracting required retiree contributions to each plan).

For services or additional work that is hourly based, our rates range from \$110 to \$500.
Every attempt will be made to have the work performed at the lowest billing rate possible.

APPENDIX B

YOUR ENGAGEMENT TEAM - SYRACUSE OFFICE

Name	Title	Telephone Number	Email Address
Monica J. Cecilia	Vice President	(315) 703-8905	mcecilia@bpas.com

About BPAS

BPAS is a national provider of retirement plans, benefit plans, fund administration, and collective investment trusts. We support 3,800 retirement plans, \$77 billion in trust assets, \$1 trillion in fund administration, and more than 450,000 participants. With our breadth of services, we are well positioned to help our clients solve their benefit plan challenges without the need to engage multiple providers. One company. One call.

BPAS family of services includes: Plan Administration & Recordkeeping, Actuarial & Pension, TPA, Fiduciary, Healthcare Consulting, VEBA & HRA/HSA, AutoRollovers & MyPlanLoan, Transfer Agency, Fund Administration, Custody, and Collective Investment Funds.

BPAS subsidiaries include: Hand Benefits & Trust, BPAS Trust Company of Puerto Rico, NRS Trust Product Administration, and Global Trust Company.

Specialty retirement plan administration practices include auto enrollment plans, multiple employer trusts/plans (MET/MEP), plans with employer securities, PR 1081 plans, VEBA/HRA plans, and cash balance plans.

As a solutions-oriented national practice, we are committed to Solving Tomorrow's Benefit Challenges Today.

Terms of Engagement

Entire Agreement

These Terms of Engagement and the Service Agreement letter to which they are attached (collectively, the "Agreement") constitute the entire agreement between the client to whom such engagement letter is addressed and any other legal entities referred to therein ("Client" or "you") and BPAS Actuarial and Pension Services, LLC, a New York limited liability company ("BPAS Actuarial and Pension Services," "we" or "us"), regarding the services described in the engagement letter. No modification, variation, amendment or supplement to this Agreement shall be effective for any purpose whatsoever unless reduced to writing and signed by each party.

Responsibilities of the Client

In circumstances where the Client is a business entity, the Client agrees to identify those individuals authorized to request services from BPAS Actuarial and Pension Services under the terms of this Agreement. Individuals authorized to request services agree to identify the purpose of the services, and identify for whom the services are to be performed (e.g., the corporation, an employee, a director) at the time the services are requested.

A fundamental term of this Agreement is that the Client will provide us with all information relevant to the services to be performed and to provide us with any reasonable assistance as may be required to properly perform the engagement. The Client agrees to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper treatment of any relevant item. The Client also agrees to bring to our attention any changes in the information as originally presented as soon as such information becomes available. Client acknowledges that it retains all management responsibilities related to judgments and decisions regarding the Client's financial or business matters.

Unless otherwise indicated, any returns, reports, letters, written opinions, memoranda, etc. delivered to the Client as part of the services ("Deliverables") are solely for the Client and are not intended to nor may they be relied upon by any other party (each, a "Third Party").

Responsibilities of BPAS Actuarial and Pension Services

We will perform our services on the basis of the information you have provided and in consideration of the applicable federal, foreign, state or local tax laws, regulations and associated interpretations relative to the appropriate jurisdiction as of the date the services are provided. Laws and regulations are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. We do not assume responsibility for such changes occurring after the date we have completed our services. Client acknowledges that BPAS Actuarial and Pension Services does not practice law and our services do not constitute legal advice.

Some of the matters on which we may be asked to advise the Client may have implications to other persons or entities. However, we have no responsibility to these persons or entities unless we are specifically engaged to

address these issues to such persons or entities, and we agree to do so in writing.

We will discuss with Client any issues of which we are aware that we believe may subject the Client to penalties and discuss with Client possible courses of action to avoid the imposition of any penalty. We are not responsible for any penalties imposed for positions that have been discussed with Client where we recommended a course of action to avoid penalties and the Client elected not to pursue such course.

BPAS Actuarial and Pension Services is not responsible for any penalties assessed against the Client as the result of the Client's failure to provide us with all the relevant information relative to the issue under consultation. Furthermore, the Client agrees to defend, indemnify and hold BPAS Actuarial and Pension Services harmless for any penalties imposed on BPAS Actuarial and Pension Services or its staff, as the result of the Client's failure to provide such information.

Electronic Communications

In performing services under this Agreement, BPAS Actuarial and Pension Services and/or Client may wish to communicate electronically either via facsimile, electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, your acceptance of this Agreement constitutes your consent to use E-mail. All risks related to your business and connected with your use of E-mail are borne by you and are not our responsibility.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

Engagement Limitations

Except as may be specified in this Agreement, we will not audit or otherwise verify the information supplied to us, from whatever source, in connection with this engagement.

As you are aware, tax returns and filings with taxing and regulatory authorities may be subject to audit. We will be available to assist the Client in the event of an audit of any issue for which we have provided services under this Agreement. However, unless otherwise indicated, our fees for these additional services are not included in our fee for the services covered by this Agreement.

We will not be prevented or restricted by anything in this Agreement from providing services for other clients.

We are not responsible for auditing or verifying the work performed by previous service providers and are in no way liable for errors or omissions caused by such service providers.

In the course of our engagement, certain communications between Client and BPAS Actuarial and Pension Services may be subject to a confidentiality privilege. Client recognizes that we may be required to disclose such communications to federal, state and international regulatory bodies; a court in criminal or other civil litigation; or to other Third Parties, including Client's independent auditors, as part of our professional responsibilities. In the event that we receive a request from a Third Party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify you to the extent we are allowed to disclose the request for information. We agree to cooperate with Client in any effort to assert any privilege with respect to such information, provided Client agrees to hold BPAS Actuarial and Pension Services harmless from and be responsible for any costs and expenses resulting from such assertion.

Disassociation or Termination of Engagement

Either party may terminate this Agreement upon written notice to the other party. In the event of termination, Client will be responsible for fees earned and expenses incurred through the date the termination notice is received.

Limitation of Liability

All services will be rendered by and under the supervision of qualified staff in accordance with the terms and conditions set forth in this Agreement. BPAS Actuarial and Pension Services makes no other representation or warranty regarding either the services to be provided or any Deliverables; in particular, and without limitation of the foregoing, any express or implied warranties of fitness for a particular purpose, merchantability, warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.

In no event, unless it has been finally determined by a court of competent jurisdiction that BPAS Actuarial and Pension Services was grossly negligent or acted fraudulently, shall BPAS Actuarial and Pension Services be liable to the Client or any of its officers, directors, employees or shareholders or to any other third party, whether such claim is based in tort, contract or other law for any amount in excess of the total professional fee paid by you to us under this Agreement for the particular service to which such claim relates.

IN NO EVENT SHALL BPAS ACTUARIAL AND PENSION SERVICES BE LIABLE TO YOU OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY NATURE, OR FOR ANY REASON, INCLUDING WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Resolution of Differences

In the unlikely event that differences concerning this Agreement should arise that are not resolved by mutual agreement, to facilitate judicial resolution and

save time and expense of both parties, BPAS Actuarial and Pension Services and the Client agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Other Provisions

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments, warranties, limitations of liability, indemnities, and resolution of differences. If any provision of this Agreement, including the Limitation of Liability clause, is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

This Agreement will be governed by the laws of the State of New York. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts sitting in the State of New York.

Tentative August 2019 Auction

	<u>Source</u>	<u>Description</u>	<u>VIN</u>	<u>Title</u>	<u>Keys</u>
1	Police Dept	2012 Chev Imp, 4 DSD	2G1WD5E35C1290526	Signed	x
2	Police Dept	2007 Chev Tahoe	1GNFK03017R404695	Signed	x
3	Police Dept	2008 Ford F35 Ambu	1FDWF36R58EC15030	Signed	x
4	Police Dept	2011 Ford Crown Vic	2FABP7BV3BX155738	Signed	x
5	Police Dept	2010 Ford Crown Vic	2FABP7BV0AX138037	Signed	x
6	Police Dept	2008 Ford Crown Vic	2FAHP71V38X162595	Signed	x
7	Police Dept	2009 Chev Impala	2G1WS57M791303040	Signed	x
8	Police Dept	2008 Chev Tahoe	1GNFK03038R234373	Signed	x
9	Police Dept	2009 Chev Impala	2G1WS57M291304063	Signed	x
10	Police Dept	2010 Chev Impala	2G1WD5E1A1242060	Signed	x
11	Police Dept	2009 Ford Crown Vic	2FAHP71V89X140464	Signed	x
12	Hwy Dept	2008 Ford F350, Trk 9-08	1FTWF31R08EE12439	Signed	x
<u>Small Items</u>					
1	Hwy	Stihl Pro Pole Saw HT75			
2	Hwy	Pionjar 120 by Beremia, 3 attachments			
3	Hwy	Saylor-Beall Air Compressor Model 705			
4	Hwy	Stake Rack 9 Foot Rugby Body			
5	Hwy	(57) Orange Traffic Barrels			
6	Hwy	(3) 400 Watt Metal Halide M59 Lamps			
7	Hwy	Holdit Sand Blaster			
8	Hwy	General 232 Hole Digger w/Auger			
9	Hwy	Husqvarna 51 Chainsaw			
10	Hwy	Stihl 009 Chainsaw			
11	Hwy	Husqvarna 23 Compact Chainsaw			
12	Hwy	Stihl 028AV Super Chainsaw			
13	Hwy	Milwaukee Battery Powered?			
14	Hwy	(2) Sawzall w/2 blades			
15	Hwy	(2) Worklights, handheld			
16	Hwy	(1) 6" Circular Saw			
17	Hwy	(1) 2-Speed Drill			
18	Hwy	(1) 18 Volt Battery			
19	Hwy	(2) Red Carry Bags			