

CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS  
A MUNICIPAL CORPORATION

-And-

Stephanie Gburak (New York State Unified Court Officer)

This Contract entered into this 1 day of July, 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Stephanie Gburak a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. TERM OF AGREEMENT. This contract will be for court security services for the period commencing January 1, 2019, and terminating December 31, 2019.
2. SCOPE OF SERVICES. The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
  - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
  - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
  - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
  - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
  - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.

- f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and
    - g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
    - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
3. FEES. Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
4. DISBURSEMENTS. The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
5. REPRESENTATIONS .The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town.
6. CONFLICTS OF INTEREST. The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.

7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.
  
8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
  
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

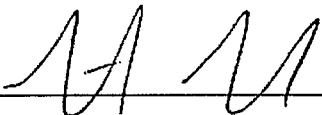
TOWN OF MANLIUS

By:

\_\_\_\_\_  
Edmond Theobald, Supervisor

OFFICER

By:

\_\_\_\_\_  


CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS  
A MUNICIPAL CORPORATION

-And-

Jason Corlis (New York State Unified Court Officer)

This Contract entered into this 1 day of July, 201~~8~~<sup>9</sup> between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and Jason Corlis, a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for court security services for the period commencing January 1, 2019, and terminating December 31, 2019.
2. **SCOPE OF SERVICES.** The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
  - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
  - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
  - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
  - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
  - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.

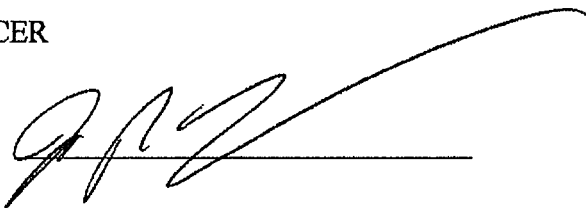
- f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and
    - g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
    - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
3. FEES. Court security rendered by the Officer related to services described in paragraph number 2 above and for other miscellaneous actions taken by Officer in relation to Court security shall be paid by the Town at a rate of \$30.00 per hour. It is understood and agreed that there shall not be more than two (2) Officers providing Court security on any scheduled Court date. The hourly rate paid shall be in real time pro rata, which means that there shall not be any minimum or maximum hours that are scheduled by Officer that they shall be paid for. Billings shall be completed on a monthly basis and shall be approved by the Justice Court prior to them being submitted to the Town for payment.
4. DISBURSEMENTS. The Officer shall not be entitled to any reimbursement for disbursements unless they are recommended by the Justices of the Court and approved by the Manlius Town Board. If recommended and approved, disbursements shall be paid within 30 days of billing.
5. REPRESENTATIONS .The Officer listed above acknowledges that they are currently a Court Officer with the New York State Unified Court System and in that capacity provide security to the New York State Courts. As such, they are highly trained and acknowledges having the credentials necessary to fulfill the position of Court security. It is understood and agreed by this Officer that only those individuals who are members of the New York State Unified Court System and certified by the NYSUCS may be utilized to provide Court security for the Town of Manlius Justice Court. The Officer hereby acknowledges he/she is not an employee of the Town.
6. CONFLICTS OF INTEREST. The Officer represents that upon entering into this agreement they have no conflicts of interest with respect to providing Court security on behalf of the Town of Manlius Justice Court and the Officer's position with the New York State Unified Court System. Upon discovery thereof, the Officer shall disclose any interest, financial or otherwise, direct or indirect, or any business transaction or professional activity or any obligation of any nature which may be perceived reasonably as a conflict with the proper discharge of Officer's duties to the Town. The Officer agrees to be bound by the Town of Manlius Code Chapter on Ethics.

7. **INSURANCE.** Unless exempted by law, the Officer agrees to maintain Statutory Workers Compensation and New York State Disability insurance. If the Officer is not required to carry said coverage, proof of such exemption as required by New York State Law will be submitted to the Town of Manlius Justice Court and the Manlius Town Clerk. Acceptance or rejection of such proof is at the discretion of the Justices of the Court with final approval granted by the Manlius Town Board. Pursuant to the Town's rider policy for Independent Contractors, the Officer is considered "Insured(s)" for covered claims and lawsuits arising from services rendered pursuant to an agreement with the Town of Manlius Justice Court while acting within the scope of their prescribed duties and within the laws of the State of New York. The Officer shall comply with all conditions of the policy.
  
8. **RIGHT TO TERMINATE AGREEMENT.** The Town shall have the right to terminate this agreement at any time for any reason. The Officer agrees to promptly turn over all security related material that belongs to the Town if Officer is terminated or at the conclusion of the term of this Agreement.
  
9. **HOURLY BILLING UPSET AMOUNT.** The Officers acknowledge that the amount budgeted for by the Town for their collective services is \$12,000, which is based on historical facts. The Officers agree to seek and obtain the recommendation of the Justices of the Court and the approval of the Manlius Town Board for any billings in excess of the amount for which the Town budgeted.

TOWN OF MANLIUS

By: \_\_\_\_\_  
Edmond Theobald, Supervisor

OFFICER

By:  \_\_\_\_\_

CONTRACT FOR COURT SECURITY

Between

THE TOWN OF MANLIUS  
A MUNICIPAL CORPORATION

-And-

BRIAN DUCIR (New York State Unified Court Officer)

This Contract entered into this 1 day of JULY, 2019 between the Town of Manlius, a municipal corporation, hereinafter referred to as "The Town" and BRIAN DUCIR a New York State Unified Court Officer hereinafter referred to as "Officer" for the purpose of the Officer providing certain court security services to the Town.

1. **TERM OF AGREEMENT.** This contract will be for court security services for the period commencing January 1, 2019, and terminating December 31, 2019.
2. **SCOPE OF SERVICES.** The Officer will provide courtroom security for the Town of Manlius Justice Court at all regularly scheduled Court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but is not limited to:
  - a. Arriving at all scheduled Court dates a minimum of thirty (30) minutes before the commencement of Court for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where the Court is located and search for any and all contraband or weapons that may be stored on the property;
  - b. Operate and secure a magnetometer that shall be positioned at the entranceway to the Courtroom;
  - c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct quick wand searches of persons entering the courtroom if the situation is warranted;
  - d. Provide security inside and outside of the courtroom; to wit, when Court is in session, the Officer shall remain in the Courtroom while the other Officer shall remain stationed at the magnetometer, and vice versa;
  - e. Upon adjournment of Court, the Officer shall conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled Court date.

- f. Follow all the policies and procedures of the Town of Manlius Court as directed by the Court Clerk or the Justices of the Court; and
    - g. The Officer will prepare and distribute all security findings to the Court and the Manlius Town Board when requested, but at a minimum shall provide security findings at least once every six months.
    - h. Nothing contained herein is meant to supersede an Officer's responsibility under federal, state or local law or the training received as a New York State Officer.
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TOWN OF MANLIUS

By:

\_\_\_\_\_  
Edmond Theobald, Supervisor

OFFICER

By:

\_\_\_\_\_  
