

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered into as of this 1st day of January 2023, is by and between the TOWN OF MANLIUS, a New York State incorporated municipality with its offices at 301 Brooklea Drive, Fayetteville, New York 13066 (the “Town”) and Blu Line Accreditation Consulting, Inc., a New York State domestic business corporation with a business address of 207 Gulfbridge Road West Monroe, New York, 13167 (“Contractor”).

RECITALS:

- A. The Town of Manlius Police Department (“TMPD”) is accredited on a four-year basis by The Commission on Accreditation for Law Enforcement Agencies, Inc., (“CALEA”), and the New York State Law Enforcement Accreditation Council (“NYS”).
- B. In the past, an employee of the TMPD provided all the necessary information, processing and paperwork to maintain CALEA and NYS accreditation;
- C. The TMPD has determined that using a full-time employee for such a role is not the best use of the resources of the Town;
- D. Contractor has demonstrated the requisite expertise and experience in the CALEA and NYS accreditation process;
- E. The Town desires to contract with Contractor to assist the TMPD’s CALEA and NYS reaccreditation process under the terms and conditions set forth herein;

NOW THEREFORE, the parties, for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained, do contract and agree, as follows:

1. Purpose of Contract. The purpose is for the Town to contract with Contractor to provide information gathering and filing of all the necessary documents and paperwork to maintain the CALEA and NYS accreditation certification for the TMPD, including, but not limited to the following:

- Maintain and update paper and electronic CALEA and NYS accreditation files;
- Create and update the CALEA and NYS accreditation files in the Power DMS electronic records system;
- Gather necessary proofs of compliance to fulfill CALEA and NYS accreditation requirements;
- Ensure that time sensitive reports required by CALEA and NYS accreditation are completed on time;
- Draft and forward policy and procedure changes to the Chief of Police for review ;
- Be responsible for continued compliance with CALEA and NYS accreditation standards;
- Serve as the TMPD accreditation liaison with other law enforcement agencies, the Commission on Accreditation of Law Enforcement Agencies, and the New York State Law Enforcement Accreditation Council;

- Provide weekly updates to the Chief of Police (or designee) on the status of the CALEA and NYS accreditation process.

2. Duties. Contractor shall devote approximately 64 hours per month to work with the TMPD and its command staff to maintain CALEA and NYS accreditation. The exact number of hours per month will be determined by the TMPD, its command staff and Contractor based upon the workload that must be completed to maintain CALEA and NYS accreditation. Contractor shall perform its duties to the best of its abilities, based on its demonstrated expertise in CALEA and NYS certification, and with appropriate care and diligence.

3. Term. The term of this Agreement shall commence on the date hereof and shall continue until December 31, 2023, or until this Agreement is sooner terminated in accordance with the terms of this Agreement.

4. Compensation. For all the services to be rendered by Contractor hereunder, and in the performance of any other duties assigned to it by the Town, Contractor shall be paid thirty-eight dollars (\$38.00) per hour.

5. Independent Contractor. The parties to this agreement hereby acknowledge and state that Contractor shall not be an employee of the Town and that at all times it shall remain an independent contractor providing the services set forth in this agreement. Contractor shall not be entitled to any further benefits or compensation other than as set forth herein.

6. Termination. The Town may terminate this Agreement upon ten (10) days written notice in the event the Town, in its sole judgment, determines that the Contractor's services are no longer necessary or the Town determines, in its sole discretion and judgment, that Contractor is not performing its duties in a sufficient manner.

7. Indemnity. Contractor shall indemnify and hold harmless the town, including attorneys' fees, from any and all claims, actions, suits or other types of losses resulting from the performance of the Contractor within the scope of this Agreement.

8. Miscellaneous Provisions.

(a) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

(b) This Agreement shall be construed and governed according to the laws of the State of New York.

(c) This Agreement is the entire agreement between the parties and may not be amended except in writing signed by both parties.

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

TOWN OF MANLIUS

By: _____

Name:

Title:

Blu Line Accreditation Consulting, Inc.

By: _____

Name:

Title: