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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 North Woods Services LLC ("Contractor"), a New York State limited liability company with a mailing address of 5246 Hoag Lane, Fayetteville, NY 13066.

RECITALS:

- A. The Town of Manlius Police Department ("TMPD") secures and stores items of property and evidence as a normal course of business. These items of property and evidence are then stored in designated, secured areas within the police department and limited personnel have access to these areas;
- B. Specific policy, procedure and law must be followed when securing, processing, storing, testing and disposing of the items of property and evidence. This includes the continuous and complete inventory of every item of property and evidence received and stored by the TMPD;
- C. In the past, several employees of the TMPD completed all of these duties;
- D. The TMPD has determined that using full-time employees for all of these roles is not the best use of the resources of the Town;
- E. Contractor has demonstrated the requisite expertise and experience in securing, cataloguing, storing and disposing of items of property and evidence;
- F. The Town desires to contract with Contractor to assist the TMPD with property and evidence room operations 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 upkeep and maintenance of the Police Department property/evidence functions consistent with General Order #209, "Property Management." Duties shall include:

- Maintain and update paper and electronic property reports, logs and files;
- Create and maintain the BEAST electronic property records management system;
- Monitor property/evidence intake and manage appropriate purge functions;
- Gather necessary proofs of compliance to fulfill CALEA and NYS accreditation requirements related to the property/evidence functions of the department;
- Review policy and procedure related to the property/evidence functions of the department and forward any recommended amendments to the Chief of Police for review;
- Be responsible for continued compliance with property/evidence procedures pursuant to State and Federal laws;

2. Minimum Hours. Contractor shall devote approximately twenty (20) hours per week to work in the TMPD property/evidence storage areas. The exact number of hours shall be determined by the TMPD, its command staff and Contractor based upon the workload that must be completed to maintain the property/evidence areas and complete routine operations. Contractor shall perform its duties to the best of its abilities, based on its demonstrated expertise in Property Room management, 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-two dollars (\$32.00) 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 Contractors 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:

North Woods Services LLC

By: RBW 12-20-22

Name: Robert B. Winter

Title: owner, NWS, LLC.

1. *Adaptation to environment*
2. *Genetic diversity*
3. *Population structure*