

CONTRACT FOR TEMPORARY EMPLOYMENT
INTERIM POLICE CHIEF

THIS AGREEMENT is made by and between **THE TOWN OF MANLIUS** (hereinafter, the "Town"), and Jason Cassalia, who is hereby appointed as Police Chief (hereinafter, the "Interim Police Chief").

WITNESSETH THAT:

WHEREAS, the Town desires to hire an Interim Police Chief for the Town of Manlius Police Department (the "Town" and the "Department" respectively) due to the resignation of the current Police Chief, upon the terms and conditions set forth herein; and

WHEREAS, the Interim Police Chief has accepted said offer of employment; and

WHEREAS, the Town and the Interim Police Chief have mutually agreed that such terms and conditions should be reduced to writing in order to avoid any misunderstanding as to the nature of the employment relationship created hereby; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Interim Police Chief's employment by the Town; and

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, the parties agree as follows:

1. **Offer of Employment.** The Town, pursuant to any applicable provisions of any statute governing the appointment of employees, and in accordance with a resolution duly introduced and adopted shall employ the Interim Police Chief as the upon the terms and conditions set forth in this Agreement.

2. **Acceptance by Interim Police Chief.** The Interim Police Chief hereby confirms his acceptance of the said offer of employment and agrees to perform, to the best of his ability, the duties of such position in a professional and competent manner.

3. **Term of Employment.**

a. The Interim Police Chief's employment shall be temporary while the Town takes steps to employ a Police Chief more permanently. The Town expects said temporary employment to last for a period of up to ninety working days. The Interim Police Chief's employment will begin effective April 3, 2023.

b. Any extension of the term of the Interim Police Chief's employment shall be in the form of a written Amendment to this Agreement, shall be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by the parties; and it shall not be considered that the Town and the Interim Police Chief have entered into a new Agreement, unless expressly stated in a writing signed by both parties hereto.

4. **Interim Police Chief's Duties and Responsibilities.**

a. The Interim Police Chief shall be appropriately deputized and sworn an officer of the Manlius Police Department. He shall furthermore possess all the powers and authority of the Department's Police Chief with respect to the operations of the Department. Specifically, given his

experience and qualifications, his purpose shall be to provide excellent leadership for the Department following the prior Chief's resignation, which was effective March 17, 2023.

b. The Interim Police Chief shall work full-time during the period of this Agreement; however, due to the limited notification the Town had regarding its vacancy in the position, the Town understands and agrees that the Interim Police Chief had prior commitments during the temporary period of employment, which he will keep the Town Supervisor informed about, but shall be permitted to attend.

c. The Interim Police Chief agrees to perform all services of the Police Chief per this Agreement in accordance with all applicable Federal and State statutes, regulations, rules, and Town or Department needs/directives.

d. The Interim Police Chief is furthermore authorized and empowered to serve the Town in the capacity as the Chief of Police and will be sworn in as such at the first Town Board meeting following the Interim Police Chief's signature on this Agreement.

e. The Town may, from time to time, prescribe additional duties and responsibilities for the Interim Police Chief which are not inconsistent with the position, and which are agreed upon between the Town Supervisor and the Interim Police Chief.

5. **Certification**. The Interim Police Chief understands and represents that he shall possess any and all valid certifications, licenses, and otherwise necessary approvals to act as a Interim Police Chief of the Department at all times during the term of his employment with the Town. The Interim Police Chief's lack of such certification at any such time shall be deemed to automatically terminate his employment and this Agreement without the necessity for any action by the Town or the Interim Police Chief.

6. **Compensation**. The Interim Police Chief shall be compensated through bi-weekly payroll at the annual salary rate of \$135,000.00. His salary stated herein will continue only for the temporary period in which he serves as Interim Police Chief. If this Agreement is extended beyond the ninety-day period set forth in Paragraph 3a, and pursuant to an extension as required by Paragraph 3b, in addition to bi-weekly salary, the Interim Police Chief shall receive a monthly stipend in the amount of \$3400.00.

7. **Other Benefits of Employment**. The Interim Police Chief shall not be eligible for vacation pay, sick leave, compensatory time, life insurance, or other benefits associated with permanent employment except as specified herein. In performing the services described in this Agreement, the Interim Police Chief shall be covered by the Town's applicable insurance policy(ies) and will be provided indemnification to the same extent as any sworn member of the Department/Police Chief.

8. **Reimbursement for Expenses**. The Interim Police Chief shall be reimbursed for the actual expenses incurred in connection with his activities for and on behalf of the Town in connection with the execution of his duties and responsibilities as set forth in Paragraph 4(a) above. The Interim Police Chief shall provide the Town with an itemized accounting of such expenditures prior to reimbursement, subject to audit by the Town's auditor. The Interim Police Chief shall be provided with the Town owned police vehicle for his use by the Police Chief as a take home vehicle.

9. **Technology**. The Interim Police Chief may request any technology necessary to carry out his duties and responsibilities set forth in this Agreement, provided the use of any technology complies with applicable Town policies and procedures.

10. **Indemnification**. The Town agrees to provide legal counsel and to indemnify the Interim Police Chief against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage

to the property of any person, excluding criminal conduct, committed while the Interim Police Chief is acting within the scope of his employment or under the direction of the Town. The Town shall have the right and authority to conduct the defense of any suit and proceeding, including the right, in the Town's discretion, to settle such suit or claim at any time. This Paragraph shall survive the term and be enforceable after the termination of this Agreement.

11. **Termination**. The employment relationship between the Interim Police Chief and the Town may be terminated prior to the expiration of the Interim Police Chief's term of employment, for any of the following reasons:

- a. Disability of the Interim Police Chief;
- b. Written resignation of the Interim Police Chief;
- c. Termination upon agreement;
- d. Discharge for cause.

12. **Conditions for Termination Other than Expiration of Term of Employment**. Any termination of the parties' employment relationship hereunder, other than the termination of the Agreement by reason of the expiration of the Interim Police Chief's term of employment, shall be governed by the following:

a. Disability of the Interim Police Chief. If, by reason of disability due to illness or other incapacitation, the Town may elect to terminate this Agreement, at which time all obligations of the Town to the Interim Police Chief shall cease.

b. Written Resignation of Interim Police Chief. The Interim Police Chief may, at his option, resign from his employment by the Town of Manlius Police Department upon giving written notice of such resignation to the Town at least seven (7) days in advance of the effective date of such resignation. Upon receipt of such notice, the Town, may, at its option, advance the effective date of such resignation up to the date of receipt thereof, and this Agreement shall terminate and become null and void as of the ultimate effective date of such resignation as determined by this paragraph. The Interim Police Chief shall be obligated, in any event, to fully perform his duties up to the effective date of such resignation.

c. Termination by Agreement between Interim Police Chief and Town. Either party may propose to terminate this Agreement upon mutually acceptable terms. In the event of such occurrence and the execution of a written termination agreement, the terms and conditions thereof shall supersede any and all terms of this Agreement, which shall become null and void upon the termination date specified in said termination agreement.

d. Discharge for Cause. The Town shall be entitled to discharge the Interim Police Chief for cause. Cause shall constitute conduct that is prejudicial to the Town, including, but not limited to, the neglect by the Interim Police Chief of his duties and responsibilities, incompetence, insubordination, inefficiency or the commission of a crime or immoral act.

13. **Written Agreement**. This Agreement is the sole agreement between the parties concerning the terms and conditions of the Interim Police Chief's employment, and it shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing, executed in like manner, between the parties.

14. **Miscellaneous Provisions.** This Agreement shall be governed by the laws of the State of New York without reference to its conflicts of law provisions, and the venue for any action to interpret or enforce this Agreement shall be in Onondaga County, New York. In addition, in the event litigation is commenced to interpret or enforce this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses from the other party. If any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

15. **Entire Agreement.** This Agreement attached hereto set forth the entire understanding between the parties with respect to the subject matter hereof, and no amendment, change or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.

16. **Additional Provisions.** The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach. Any provision of this Agreement that by its terms requires performance by one or both parties following its expiration or termination shall survive such expiration or termination. Each party hereby represents and warrants to the other that: (i) the individual signing below is duly authorized and directed to execute this Agreement on that party's behalf; and (ii) this Agreement constitutes a legal, valid and binding obligation upon the executing party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument.

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

Dated: March ___, 2023

Dated: March ___, 2023

John Deer, Town Supervisor

Jason Cassalia, Interim Police Chief