

AMENDED AND RESTATED
AGREEMENT PURSUANT TO SECTION 119-0
OF THE GENERAL MUNICIPAL LAW

THIS AGREEMENT, as amended and restated with respect to the Agreement entered into the 26th day of September, 1984 by and between the VILLAGE OF FAYETTEVILLE, with offices at 425 East Genesee Street, Fayetteville, New York; the VILLAGE OF MANLIUS, with offices at Manlius Village Center, One Arkie Albanese Avenue Manlius, New York; the VILLAGE OF MINOA, with offices at 240 North Main Street, Minoa, New York; and the TOWN OF MANLIUS, with offices at 301 Brooklea Drive, Fayetteville New York, (hereinafter collectively referred to as the "Municipalities").

WITNESSETH:

WHEREAS, the Municipalities have previously entered into an agreement pursuant to Section 119-0 of the General Municipal Law on September 26, 1984 to ensure police services would be provided for all of their citizens; and

WHEREAS, there have been subsequent amendments to the General Municipal Law that affect provisions of the 1984 agreement; and

WHEREAS, it is in the best interests of the Municipalities to amend the 1984 agreement to ensure it complies with New York State law; and

WHEREAS, the Municipalities have agreed that police services continue to be a vital function of municipal government, which service has come to be expected by all the citizens in the Town and Villages; and

WHEREAS, the Village of Fayetteville, the Village of Manlius; the Village of Minoa have previously taken steps to abolish their existing police forces in favor of a consolidated police department under the administrative authority of the Town of Manlius for the benefit of all the Municipalities; and

WHEREAS, the Municipalities each have the power to provide police services individually; and

WHEREAS, it is in the best interests of all the citizens of the Municipalities for the Municipalities to work cooperatively to ensure that police services are adequately provided throughout the Town and in the Villages; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of the Town and by a majority vote of the Board of Trustees of each Village, each having respectively authorized their representatives to execute this Agreement as set forth below;

NOW, THEREFORE, the Municipalities agree as follows;

1. The Municipalities will work cooperatively to ensure that police services are provided to their citizens through the Town of Manlius Police Department (hereinafter "Department").

2. The Police Committee will convene monthly, or as it deems appropriate, to serve as a mechanism by which the Department and the Municipalities can share information, answer questions, and make determinations, as a Committee, about policies for the Department. The Police Committee will consist of five members, one appointed by the Village of Fayetteville, one appointed by the Village of Manlius, one appointed by the Village of Minoa, and two appointed by the Town of Manlius. Committee members will serve at the pleasure of their appointing municipality without compensation. Each year at its January meeting the Committee shall elect a chair person to serve a one year term.

3. The responsibilities of the Police Committee are as follows:

a. To understand the rules and regulations of the Department, and to provide input on the content and enforcement of said rules and regulations;

b. To provide input as to the conduct of disciplinary hearings and as to the issues raised thereat as they relate to the operation of the Department, all in accordance with law and applicable labor contracts;

c. To make recommendations about the Department's personnel matters, including, but not limited to, the manner of employing, engaging, transferring, or discharging necessary personnel, subject to applicable provisions of law and in relation to the individual needs of the Municipalities;

d. To provide input and recommendations to the Town Board regarding employing and discharging the Chief of the Police Department, in accordance with law and as the Committee members deem necessary. The Town agrees that it will review the Committee's input and recommendation before hiring any new Chief of the Police Department.;

e. To review the annual budget of the Department as submitted by Chief of Police and make recommendations its recommendations to the Town Board.

f. To make recommendations as to the purchase and contracts in the name of the Town, on behalf of the Department, for capital equipment and supplies, within available appropriations;

g. To make such recommendations to the Town Board of the Town of Manlius regarding matters relating to the Department; and

h. To formulate such rules of procedure or otherwise for the conduct of its business as the Committee shall deem necessary.

4. The Chief of Police shall be responsible for the development and administration of the rules and regulations of the Department and shall direct the day-to day operations of the Department, including scheduling and assignment of duties, evaluation and discipline of personnel, and recruitment

of prospective employees. The Chief of Police shall be responsible for preparation of the Department budget and for operation of the Department within the budget, as adopted. The Chief of Police shall also be responsible for keeping the records and making the reports of the Department, except as otherwise provided herein.

5. The Town Board of the Town of Manlius shall assume responsibility for all budgetary and financial matters relating to the operation of the Department. Revenue for the Department will be raised through the general town tax. All such revenues will be collected by the Chief Fiscal Officer of the Town of Manlius, who shall receive deposits and invest moneys in the name of the Department in depositories or institutions as authorized by law.

6. The Town Supervisor shall notify the Mayor of each Village in writing, as soon as practicable, of any pending changes to the status of the Police Chief including, but not limited to, resignation, suspension, discharge, or disciplinary action and meet with the Committee as soon as practical thereafter, so that the Committee may provide input and recommendations to the Town regarding such matters.

7. The Chief Fiscal Officer of the Town of Manlius will keep such records and make such reports as are required by law, including those required by Article Three of the General Municipal Law.

8. Gifts, grants, or bequests to the Department shall be accepted by the Town Board, in its discretion, and applied to the account established for the operation of the Department.

9. The Town shall respond to any claim arising out of the operation of the Department and will maintain appropriate liability insurance covering the activities of the Department and naming each of the Villages as an additional insured.

10. An annual budget for the Department will be prepared by the Chief of Police and submitted to the Police Committee electronically. The Police Committee will review the Chief's proposal and submit its recommendations to the Town Board.

11. The Municipalities will do everything in their power that is necessary to effectuate the intent of this Agreement in a continuing spirit of cooperation. The Town of Manlius will allocate sufficient funds to ensure the proper operation of the Department, including, but not limited to, moneys necessary to compensate needed personnel, to purchase proper equipment, uniforms, and any other necessary property, real or personal, and to provide for travel or other expenses incurred in the performance of official duties. The Town may also provide, on the written request of the Police Committee, sufficient funds to pay the costs of the Committee's work.

12. The term of this Agreement shall be five (5) years. Any Municipality which chooses to withdraw from this Agreement may do so on sixty days' written notice to the other participating Municipalities. The Agreement will continue in effect as to the remaining Municipalities.

13. This Agreement will be effective upon execution by all of the Municipalities.

14. This Agreement shall be interpreted in accordance with the laws of the State of New York. It shall be interpreted liberally so as to effectuate the intent of the parties to cooperatively ensure police services for all of their citizens. In the event that any Section of this Agreement shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid Sections were not contained herein.

15. This Agreement embodies the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written,

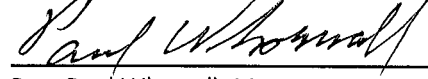
between the parties hereto. This Agreement may not be modified except by written agreement executed by all the participating Municipalities.

VILLAGE OF FAYETTEVILLE



By: Mark A. Olson, Mayor

VILLAGE OF MANLIUS



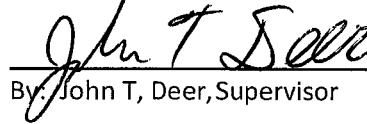
By: Paul Whorrall, Mayor

VILLAGE OF MINOA



By: William F. Brazill, Mayor

TOWN OF MANLIUS



By: John T. Deer, Supervisor