

Agenda Attachments
Town of Lysander Board Meeting
December 20, 2018



TOWN OF LYSANDER
Professional Services Agreement
HUMAN RESOURCE
CONSULTING SERVICES

PARTIES TO AGREEMENT

This Professional Services Agreement is made by and between the Town of Lysander, herein referred to as the "Client", and Public Sector HR Consultants LLC, with its principal offices located at 14 Knollwood Drive, Glenville, NY, 12302, herein referred to as "PSHRC".

PSHRC provides a comprehensive human resource management consulting service. PSHRC does not represent that it is in the practice of law, but provides administrative and consulting services to effectively manage the Client's human resource needs. In the event the Client requests that its legal counsel participate in any aspect of PSHRC's human resource management services, PSHRC will consult with the Client's legal counsel as directed by the Client. The Client understands and agrees that PSHRC's role is limited to an advisory capacity only and that the application and implementation of the information and services provided by PSHRC, and any employment actions pursued as a result of advice furnished by PSHRC, are solely the responsibility of the Client. Furthermore, Client understands that neither PSHRC nor any other party can determine with certainty how an appropriate government agency or other trier of fact may apply the law with regard to a specific factual situation. As a result of such, Client acknowledges that PSHRC shall not be responsible to Client as a result of a determination made by a government agency and/or trier of fact absent gross negligence or willful misconduct of PSHRC, in which case damages shall be limited to consideration paid to PSHRC.

SCOPE OF SERVICES

The following is a description of the professional services to be provided by PSHRC for the Town of Lysander under the terms of this agreement.

Unlimited Telephone / E-mail Consultation

PSHRC will provide unlimited telephone and e-mail consultation covering the subjects specified below and any other issues related to general human resource management and labor regulation compliance, including, but not limited to, assistance with discrimination and workplace harassment (including sexual harassment), the Fair Labor Standards Act, the Family and Medical Leave Act, the Americans with Disabilities Act, and equal employment opportunity.

Employee Handbook

Provide guidance on the Town of Lysander Employee Handbook. This includes unlimited phone consultation on Employee Handbook implementation. Revise and update the Employee Handbook as needed.

Workers' Compensation, Disability and Leave Administration

Provide education and assistance in medical leaves of absence and return-to-work procedures. PSHRC will oversee and administer all leaves taken under the Town's Family and Medical Leave Policy including explanation of procedures and eligibility requirements; completing necessary paperwork and including approval and denial letters; and setting up necessary tracking procedures. PSHRC will provide education and assistance for leaves pertaining to Civil Service Law §§71, 72 and 73.

COBRA Administration

Provide guidance in COBRA administration including how to properly complete COBRA notices and election forms.

Coaching, Counseling and Corrective Discipline

Provide unlimited telephone and e-mail guidance on issues related to employee coaching, counseling, and corrective discipline. For an additional fee of \$165 per hour, PSHRC will directly handle such matters to the extent requested by the Town (e.g. investigations, preparation of counseling memos or disciplinary notices, etc.)

Controlled Substance and Alcohol Testing

Provide guidance on the Town of Lysander's Controlled Substance and Alcohol Testing policy. This includes unlimited phone consultation on application of the policy. Direct handling of issues related to policy violations will be provided at the additional hourly rate of \$165 / hour.

Personnel Files and Forms

Develop personnel forms as needed to ensure accurate employee administration and adherence to applicable compliance requirements. Provide unlimited telephone guidance on the Town's personnel files with respect to the overall maintenance control, storage, and access of personnel files.

TERM OF AGREEMENT

This agreement shall remain in effect until such time as either party provides a written notice of cancellation no less than one calendar month in advance of the date such cancellation is to become effective. Both parties agree that the fees for services specified below are subject to change upon periodic evaluation of the needs of the client and the workload demands such needs impose upon PSHRC. No such change in the specified fees shall occur unless agreed to in writing by both parties.

INDEMNIFICATION AND DEFENSE

The Client acknowledges and agrees that PSHRC's role is limited to an advisory capacity and that, as such, PSHRC has no authority or responsibility to apply and/or implement the advice, information, and services provided to the Client. Moreover, the parties acknowledge and agree that PSHRC owes a duty and is responsible solely to the Client, not the employees of the Client or any third party. The application and/or implementation of the advice, information, and

services provided by PSHRC are solely the responsibility of the Client. Therefore, in the event that any third party (including any employee of the Client) asserts any claims or charges against PSHRC: (a) the Client agrees to indemnify and hold harmless PSHRC against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from the services provided to the Client by PSHRC, including claims arising from any negligent act or omission of PSHRC, or by any agent or employee of PSHRC, in the performance of and/or the failure to perform the agreed upon services; and (b) the Client agrees to reimburse PSHRC for all attorneys' fees and obligations for legal expenses associated with PSHRC's engagement of counsel of PSHRC's choosing.

FEEES FOR SERVICES

Human Resource Management Consulting – The fee for providing the Town of Lysander with the services specified above will be \$500 per month.

Additional Services – Upon specific request and authorization, PSHRC will provide additional consulting services not included in the above scope of services at a rate of \$165 per hour, or for a project fee mutually agreed upon between the Town and PSHRC. An example of services that would be billable at the hourly or project rate include conducting workplace investigations in response to complaints of sexual harassment, hostile work environment and workplace violence, or any services performed on-site at the Town of Lysander. Should the Town request on-site consultation requiring travel between the consultant's primary office location and the client location, time spent in transit shall be billable at a rate of \$100 per hour. (Note that the approximate round-trip transit time between PSHRC's primary office and Lysander is approximately 4.5 hours.) However, in no event will the total fee exceed \$1500 per day.

Travel Expenses – The Town of Lysander agrees to reimburse PSHRC for any travel expenses (mileage and thruway tolls only) directly related to providing services described in this agreement. The mileage rate that will be charged shall be the IRS mileage rate in effect at the time travel occurs.

SIGNATURES OF PARTIES

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement through their respective representatives:

Town of Lysander

Public Sector HR Consultants LLC

Signature:

Signature: Ronni M. Travers

By:

By: Ronni M. Travers, SPHR

Title:

Title: President

Date:

Date: 12/17/16

YEAR 2019
FIRE PROTECTION AGREEMENT
WEST PHOENIX FIRE PROTECTION DISTRICT

This AGREEMENT, made as of the _____, 20____ by and between the Town Board of the Town of Lysander, a municipal corporation situated in the County of Onondaga, State of New York (hereinafter "TOWN") and Enterprise Fire Company No. 1 of Phoenix, NY, Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Phoenix, New York (hereinafter "COMPANY").

WITNESSETH:

WHEREAS, Company is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes, and as a part of those purposes, desires to provide fire protection and rescue services to persons in the West Phoenix Fire Protection District of the Town of Lysander; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the District; and

WHEREAS, Town Law Section 184 permits a town board to contract with an incorporated fire company maintaining adequate and suitable apparatus and appliances for the furnishing of the fire protection and emergency services to such district; and

WHEREAS, the Company represents that it maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and rescue services to the District; and

WHEREAS, the Company does not maintain and will not provide general ambulance services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

Company will provide the Town with fire protection and rescue services capable of responding to emergencies on an on-going basis within the West Phoenix Fire Protection District. Fire protection shall be defined as it is in paragraph 9 of Section 184 of the Town Law and shall include inspections of buildings and properties in the fire protection district for the purposes specified in and as authorized by Sections 187-a and 183 of the Municipal Residential Law, and Section 189 of the Town Law. Fire protection shall not include the provision of general ambulance services.

2. TERM

The term of this Agreement shall commence on January 1, 2019 and shall continue until December 31, 2019.

3. COMPENSATION

Town agrees to pay Company the amount provided in Schedule A, payable no later than the 15th day of April, 2019.

The Town shall not be liable for any increases in the cost of the Volunteer Firefighters Benefit Law insurance or any other insurance attributable to its services to the West Phoenix Fire Protection District during the term of the Agreement, as such costs are specifically included in the amount of compensation payable under this Agreement.

4. INSURANCE

Company agrees to procure and maintain comprehensive general liability insurance sufficient to insure itself against claims for unintentional torts resulting in property damage, bodily injuries and wrongful death in an amount of not less than Three Million Dollars (\$3,000,000.00) combined single limit. Company shall name the Town as an additional insured in Company's liability insurance policies and shall provide proof of such insurance prior to the payment of any funds due by the Town. Such policies of insurance shall be issued by an insurer licensed by the State of New York, and shall specifically insure against the liability assumed hereunder by Company and shall provide that it is primary insurance and not excess or contributory with any other valid, existing and applicable insurance in force for or on behalf of the Town, and shall provide that the Town shall receive at least thirty (30) days notice from the insurer prior to any cancellation or change of coverage. Company agrees to procure and maintain Volunteer Firefighter's Benefit Insurance during the term of this agreement. Should proof of insurance be presented after the 15th day of April of any given year, Town shall remit payment within five (5) business days after such proof of insurance is received by Town.

5. INDEMNITY

To the fullest extent permitted by law, Company agrees to hold harmless, defend and indemnify the Town from and against any and all claims and lawsuit of any kind or nature, including, without limitation, claims or lawsuits alleging property damage, bodily injury or wrongful death, arising out of the providing or failure to provide any services agreed to the provided by Company in this agreement, or arising out of the qualifications of, or representation made by, Company in the agreement. This indemnity agreement shall not be construed to indemnify the Town for culpable conduct on the part of the Town if such indemnity would violate applicable law.

6. BILLING

The Company shall not bill any person for any fire protection or rescue services, except as may be permitted by law and expressly approved in writing by the Town. The Town's consent to such billing may not be unreasonably withheld.

7. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Company shall have no liability or responsibility to the Town for providing services under this Agreement to any person or property within the boundaries of the West Phoenix Fire Protection District.

8. NOTICES

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at the following addresses:

Company
Enterprise Fire Company No. 1 of Phoenix, NY
Attention: President
457 Main Street
Phoenix, New York 13135

Town
Town of Lysander
Attention: Supervisor
8220 Loop Road
Baldwinsville, New York 13027

9. SAVINGS CLAUSE

If any provision of the Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provision shall remain in full force and effect. Should the law be amended such that any terms of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision of this Agreement that is not presently recited, such agreement shall be deemed amended as to the effective date of the amendment to the law.

10. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence in such default, nor shall, it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

11. HEADING

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

12. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary to appropriate to achieve the purposes set forth in the Agreement.

13. BINDING EFFECT

The Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. COUNTERPARTS

This Agreement may be executed in counter parts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Onondaga in the State of New York is hereby designated as the place of trial for any actions or proceedings arising from or in any way connected to this Agreement.

16. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal law of the State of New York, company is hereby prohibited from assigning, transferring, conveying or otherwise disposing of this agreement, or its power to execute this Agreement to any other person or corporation without the express written consent of Town. Any such assignment or disposition without such consent shall be void and unenforceable.

17. ENTIRE AGREEMENT

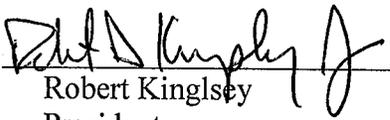
This Agreement is the entire agreement among the parties and shall not be changed, except by writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first written.

TOWN OF LYSANDER

BY: _____
Joseph Saraceni
Supervisor

ENTERPRISE FIRE COMPANY NO. 1

By:  _____
Robert Kingsley
President

SCHEDULE A

In consideration of the furnishing of such services and the use of equipment and apparatus as aforesaid, the Town of Lysander covenants to pay for the term January 1, 2019 expiring December 31, 2019, the full sum of One Hundred Eight Thousand Four Hundred Forty Nine Dollars (\$108,449.00) on or before the fifteenth (15th) day of April, 2019.