

VILLAGE OF SARANAC LAKE BOARD OF TRUSTEES

REGULAR MEETING AGENDA 5:30PM

Monday August 10, 2020

Roberts Rules of Order will be in Effect for this Meeting

THIS MEETING WILL BE HELD IN THE HARRIETSTOWN TOWN HALL AUDITORIUM

39 MAIN STREET, SARANAC LAKE

ENTRANCE/EXIT WILL BE THROUGH SIDE DOOR NEAR THE STAGE BACK OF THE BUILDING.

HANDICAP ENTRANCE FROM BACK PARKING LOT, TO THE LAPAN HIGHWAY SIDE OF BUILDING.

THE DOORS WILL OPEN AT 5:00PM. MASKS & SOCIAL DISTANCING REQUIRED, NO RESTROOMS AVAILABLE

Due to the limited seating capacity the meeting will also be viewable WebEx. This platform will be used for broadcast purposes only. Saranac Lake Board Meeting -Hosted by Saranac Lake Village Offices

Monday, Aug 10, 2020 5:30 pm | 2 hours | (UTC-04:00) Eastern Time (US & Canada)

8/10/2020 from 5:30 PM to 7:30 PM,

Meeting number: 160 971 3509

Password: fAfWdgcS438

<https://franklincounty-ny.webex.com/franklincounty-ny/j.php?MTID=m42893872178074a90ebc5f43004746e6>

Join by video system

Dial 1609713509@franklincounty-ny.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0001 US Toll

Access code: 160 971 3509

A. CALL TO ORDER PLEDGE OF ALLEGIANCE

Mayoral Appointment of Trustee and Deputy Mayor

B. ROLL CALL

C. AUDITING:

a. Pay Vouchers

b. Approve Minutes 7-27-2020

D. PUBLIC COMMENT PERIOD:

E. CORRESPONDENCE: Appointment Letter from Mayor, Thank you letter from Patricia Wiley, July Police Report

F. ITEMS FOR BOARD ACTION

BILL	74	2020	Use of Contingency to cover the cost of Lexipol – Police Customized Policy Management, Update and Training .Tabled from 7-27-2020
BILL	78	2020	Hire Fire Driver
BILL	79	2020	Administrative Salary Increases

G. OLD BUSINESS:

H. MOTION TO ADJOURN:

**RULES FOR PUBLIC HEARING COMMENTS AND
PUBLIC COMMENT
PERIOD OF MEETINGS**

- 1. Anyone may speak to the Village Board of Trustees during the public comment period of a public hearing or the public comment period of the meeting.**
- 2. As a courtesy we ask each speaker to give their name and village resident or not.**
- 3. Each speaker must be recognized by the chairperson before speaking.**
- 4. Individual public comment is limited to 2.5 minutes and may be shortened by the meeting chairperson.**
- 5. When a meeting is attended by a group of people who share the same or opposing views on a public comment topic, the chair may require that the group(s) designate not more than two spokespersons and limit the total time public comment to 2.5 minutes for each point of view or side of an issue.**
- 6. Individual time may not be assigned/given to another.**
- 7. A public hearing is meant to encourage resident comment and the expression of opinion, not a direct debate, nor should a commenter be intimidated by a village board rebuttal, therefore public hearings are limited to public comment and should a village response be asked by individuals the response shall be generally given after the public hearing during the village board regular meeting, or subsequently, by telephone or letter, unless factual in nature where the facts are fully known by staff, in which case a village official may respond.**
- 8. All remarks shall be addressed to the board as a body and not to any individual member thereof.**
- 9. Interested parties or their representatives may address the board at any time by written or electronic communications.**
- 10. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.**

Please note- During the course of regular business, discussion and commentary is limited to board members and village staff only. We ask for this courtesy, for the board and staff to conduct their business and discussion without interruption. All village board members and staff are available after the conclusion of a meeting for one on one discussion.

REGULAR MEETING OF THE BOARD OF TRUSTEES

July 27, 2020

Meeting was held in the Harriestown Townhall Auditorium with seating capacity for 50 people with social distancing and the wearing of masks. The meeting was also streamed through Zoom.

Everyone stood for the pledge of allegiance lead by Trustee Catillaz.

ROLL CALL FOR REGULAR MEETING: Present: Mayor Clyde Rabideau
Trustees: Thomas Catillaz, Richard Shapiro, Patrick Murphy and Melinda Little.
Staff also present: Village Manager, John Sweeney, Village Clerk Kareen Tyler, Village Treasurer, Elizabeth Benson and Community Development Director, Jamie Konkoski.

AUDITING:

Chair Rabideau called for a motion to approve payment for the 2021 budget \$ 190,137.08 voucher number 11044420 to 11044505 complete detail of these vouchers is attached and made part of these minutes.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Chair Mayor Rabideau called for a motion to approve minute of July 13, 2020

Motion: Little Second: Shapiro

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Police Chief, James Joyce- spoke regarding mental health calls within the village. His remarks are attached and made part of these minutes.

PUBLIC COMMENT PERIOD:

Fred Balzac, Candidate for Village Trustee, Thanked Trustee Murphy for his work.
Spoke on regarding police reform.

Chris Morris, comments attached and made part of these minutes

Treavor Sussey, spoke on the recent spending on ROOST Contract and the Committees allotment \$25,000, thanked Trustee Murphy.

Erin Cass, comments from the High Peaks DS'A attached and made part of these minutes.

Sam Blazac, comments are attached and made part of these minutes.

Kaet Wild, comments are attached and made part of these minutes

Carter Rawley, suggest the village hire two full time mental health workers to work with the police department.

David Lynch, spoke against Lexipol

Lindy Ellis, Franklin County Legislator, the county is interested in promoting and sustaining small businesses. Anyone interested in assistance is encouraged to contact the county.

Nicole Hylton-Patterson, Thanked Trustee Murphy and Trustee Shapiro for their support of the Adirondack Diversity Initiative.

Written correspondence from Zohar Gitlis and Shaun Kittle are attached and made part of these minutes.

ITEMS FOR BOARD ACTION:

Bill 74-2020 Use of Contingency to Cover Cost of Lexipol – Police Customized Policy Management

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion to TABLE: Catillaz Second: Little

Roll Call to TABLE: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Bill 75-2020 Authorize DRI Projects RFP

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Bill 76-2020 Authorize Meeting and Voucher Schedule

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Bill 77-2020 Recording of Village Board Meeting

A copy of the bill is attached and made part of these minutes

Chair Mayor Rabideau called for a motion.

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

OLD BUSINESS:

Thank you and well wishes for Paul Van Cott and Patrick Murphy.

Trustee Catillaz – net metering, NYS Boat Launch on River Street,

Olive Street progress, 3 Main Street project progress

Trustee Little- Park use during COVID 19,

Trustee Shapiro – asked if Bill 74-2020 which was tabled could wait.

MOTION TO ADJOURN

Chair Mayor Rabideau called for a motion to adjourn

Motion: Little Second: Catillaz

Roll Call: Catillaz: yes, Murphy: yes, Shapiro: yes, Little: yes

Respectfully submitted,
Kareen Tyler, Village Clerk



Village of Saranac Lake 39 Main Street, 2nd Floor Suite 9 • Saranac Lake, NY 12983-2294 • Phone: (518) 891-4150 • www.saranaclakeny.gov

July 31, 2020

Village Clerk Kareen Tyler
Village of Saranac Lake
39 Main Street
Saranac Lake, NY 12983

Re: Trustee Vacancy Appointment

Dear Ms. Tyler:

Having the authority by state statute, I herewith appoint Ms. Zelda Newman, of 320 Upper Broadway, as Trustee, to fill the position vacated by Trustee Patrick Murphy who submitted his resignation as of midnight tonight. Ms. Newman shall serve the unexpired term of Mr. Murphy, commencing August 1 and until the results of the next mandated election are declared for this position.

Thank you for your attention to this appointment as I trust your faithful recording of same.

Very truly yours,

Clyde Rabideau
Mayor

cc: Village Manager
Village Board

RPOF
8/11/20

14 Academy Street
Saranac Lake, NY 12983
July 29, 2020

John Sweeney
Saranac Lake Village Manager
39 Main Street
Saranac Lake, NY 12983

Dear John Sweeney:

I would like to thank village workers for taking quick action on a request I made on Monday.

As I was walking down St. Bernard's Street Monday morning, looking down, I literally walked into a large, dead tree limb that had become loose and was hanging about the height of my head. If I hadn't been wearing glasses, I could have scratched my eyes. This was a safety hazard and additionally if the large limb became further dislodged, a walker could easily trip over it.

When I got home I called the village office and asked that a village worker remove the limb.

I am pleased to report that a day later the limb had been cut down and removed.

I compliment the village workers on their quick action. I believe they may well have helped to avert an accident.

Yours truly,

Patricia Wiley

Patricia Wiley



Saranac Lake Police Department

1 Main Street
Saranac Lake, NY 12983-1795

Telephone: (518) 891-4428

Fax: (518) 891-6321



Saranac Lake Police Department-Activity Report

Submitted August 5, 2020

July 2020:

Total calls for service: 330

Total arrests: 19

Mental Hygiene Law arrests: 4 (included in total)

Accident investigations: 7

Administrative:

Recruit Officers Beebe and Lauzon began police academy on 07/06/20.

Chief Joyce taught procedural justice at academy on 07/07/20.

Met with new NYS Police Toop B Major Oliver on 07/09/20 discussed current and future cooperation.

Multiple meetings with Village Manager regarding Executive Order 203.

Special Events:

Coordination with NYSP Bias crime investigators for assistance with racist graffiti incident. Investigation is ongoing.

****Calls for service do not include walk-ins at the station, traffic stops, parking tickets/complaints or other interactions with the public that do not necessitate documentation.**

**Village of Saranac Lake
Board of Trustees - Resolution
Approving Use of Contingency Account
For Lexipol Agreement**

WHEREAS, the Village of Saranac Lake develops annual budgets for its General Fund, Water Fund and Sewer Fund, and

WHEREAS, line items within the budgets are estimates of potential expenditures and actual expenditures will vary (some more, some less) depending on the needs of the Village Departments, and

WHEREAS, budgetary appropriations for each line item are not permitted to run into the negative, budget adjustments are commonly made to address negative appropriations, and

WHEREAS, budget adjustments do not increase or decrease the overall budget since an increase in a budget line has an equal decrease in another budget line netting out to zero, and

WHEREAS, due to need to update the Saranac Lake Village Police Department policies and training,

THEREFORE BE IT RESOLVED, the Village of Saranac Lake Board of Trustees hereby approves the budget adjustment for the General Fund to cover the cost of a customized service from Lexipol in the amount of \$11,151 from the Contingency account to Police Services account, and Village Manager authorization of contract.



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Saranac Lake Village Police Department
Agency's Address: 1 Main St
Saranac Lake, New York 12983

Attention: Chief James Joyce

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Attention: Jessica Levenberg

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency
Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol
Signature: _____
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

ProRated Subscription

1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (Start: 9/1/2020 End: 5/31/2021)	USD 5,288.00	20%	USD 1,058.00	USD 4,230.00
	Subscription Line Items Total			USD 1,058.00	USD 4,230.00
				USD 1,058.00	USD 4,230.00
				ProRated Subscription Discount:	USD 1,058.00
				ProRated Subscription TOTAL:	USD 4,230.00

One Time Implementation Fee

1	Law Enforcement Standard Policy Cross-Reference	USD 3,075.00	25%	USD 769.00	USD 2,306.00
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00	25%	USD 549.00	USD 1,646.00
1	Law Enforcement Tier I Implementation	USD 3,959.00	25%	USD 990.00	USD 2,969.00
	One-Time Line Items Total			USD 2,308.00	USD 6,921.00
				USD 2,308.00	USD 6,921.00
				One Time Implementation Fee Discount:	USD 2,308.00
				One Time Implementation Fee TOTAL:	USD 6,921.00

Annual Subscription Starting June 1st, 2021

1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 7,051.00	20%	USD 1,410.00	USD 5,641.00

	Subscription Line Items Total			USD 1,410.00	USD 5,641.00
				USD 1,410.00	USD 5,641.00
			Annual Subscription Starting June 1st, 2021 Discount:		USD 1,410.00
			Annual Subscription Starting June 1st, 2021 TOTAL:		USD 5,641.00

*Law Enforcement pricing is based on 10 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 300 pages.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Notes

Due at signing \$11,151. Includes Subscription and One Time Implementation Fee

Discount Notes

Annual 20% Promotional Discount.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes: Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 **Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

EXHIBIT C

Scope of Services

Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Agency-Specific Content Extraction

This service is perfect for agencies that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. We'll do the heavy lifting of incorporating your agency's supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

- Data entry of agency procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS.
- Consistent, professional formatting for your agency's policy-related content
- Hyperlink related content for enhanced end-user experience

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's state specific master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Hire Fire Driver

Date: 8-10-2020

DEPT OF ORIGIN: Village Manager

Bill # 78-2020

DATE SUBMITTED: _____

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED \$

AMOUNT
BUDGETED: \$

APPROPRIATION
REQUIRED

Authorize Village Manager to hire Ryan Siddell for the Fire Driver position beginning September 10, 2020.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE CATILLAZ _____

TRUSTEE LITTLE _____

TRUSTEE NEWMAN _____

TRUSTEE SHAPIRO _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO HIRE
RYAN SIDDELL TO THE POSITION OF FIRE DRIVER
WITHIN THE FIRE DEPARTMENT

WHEREAS, the Village has received a resignation letter from Charles Duprey, Fire Driver, effective September 9, 2020. Therefore the Village will have an open position for a Fire Driver and,

WHEREAS, the Village of Saranac Lake is committed to maintaining a full staff and,

WHEREAS, the Village of Saranac Lake submitted Ryan Siddell's application to Franklin County Civil Service and it was approved and,

WHEREAS, Richard Yorker is recommending Ryan Siddell to this position and,

WHEREAS, this position is a member of the Teamsters Union and will begin with all the benefits of a starting union member and the hiring date is September 10, 2020 and,

NOW, THEREFORE BE IT RESOLVED, authorization is given to the Village Manager to hire Ryan Siddell for a Fire Driver position effective September 10, 2020.

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Administrative Raises

FOR AGENDA OF 8/10/2020

DEPT OF ORIGIN: Village Manager

BILL # 79-2020

DATE SUBMITTED: 8/7/2020

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE REQUIRED: \$16,688.69	AMOUNT BUDGETED: \$	Yes	APPROPRIATION REQUIRED: \$
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SUMMARY STATEMENT

Authorize Administrative Raises for fiscal year 2021, as of June 1, 2020

RECOMMENDED ACTION

APPROVAL OF RESOLUTION

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR RABIDEAU _____

TRUSTEE LITTLE _____

TRUSTEE NEWMAN _____

TRUSTEE SHAPIRO _____

TRUSTEE CATILLAZ _____

**RESOLUTION FOR AUTHORIZATION ADMINISTRATIVE RAISES
FOR FISCAL YEAR 2021**

WHEREAS, The Village Board Authorize Administrative raises of 2% plus \$.17 for fiscal year 2021, effective June 1, 2020. The total amount of \$16,688.69 is included in the approved budget for the year.

NOW THEREFORE, BE IT RESOLVED, The Village Board authorizes the raises of 2% plus \$.17 for Administrative Staff, effective June 1, 2020.