CHAPTER 3: OFFICERS AN EMPLOYEES

ARTICLE I - INDEMNIFICATION

§ 3.1 Definition

The term officer or employee" means any person holding a position by election, appointment or employment in the service of the Town, but shall not include a volunteer, any person not compensated for his or her services or an independent contractor. The term "officer or employee" shall include a former officer or employee, his or her estate or judicially appointed personal representative.

§ 3.2 Provisions for defense

A. Upon compliance by the officer or employee with the provisions of §3.3 of the Article, the Town shall provide for the defense of the officer or employee in any civil action or proceeding in any State or federal court arising out of any alleged act or omission which occurred or is alleged i t he compliant to have occurred while the officer or employee was acting or in good faith purporting to act within the scope of his or her public employment or duties. Such defense shall not be provided where such civil action or proceeding is brought by or on behalf of the Town.

B. Subject to the conditions set forth in this Article, the officer or employee shall be represented by the Town Attorney or an attorney employed or retained by the Town for the defense of the officer or employee. The Town Board shall employ or retain an attorney for the defense of the officer or employee whenever the Town does not have a Town Attorney or the Town Board determines, based upon its investigation and review of the facts and circumstances of the case, that representation by the Town Attorney would be inappropriate or a court of competent jurisdiction determines that a conflict of interest exists and that the officer or employee cannot be properly represented by the Town Attorney.

C. Reasonable attorney's fees and litigation expenses shall be paid by the town to such attorney employed or retained, from time to time, during the pendency of the civil action or proceedings, subject to certification by the Town Supervisor that the officer or employee is entitled to representation under the terms and conditions of this Article. Payment of such fees and expenses shall be made in the same manner as payment of other claims and expense of the town. Any dispute with respect to representation of multiple officers or employees by the Town Attorney or by an attorney employed or retained for such purposes or with respect to the amount of the fees or expenses shall be resolved by the court.

D. Where the officer or employee delivers process and request for defense to the Town Attorney or the Town Supervisor as required by §3.4 of this Article, the Town Attorney or the Supervisor, as the case may be, shall take the necessary steps, including the retention of an attorney under the terms and conditions provided in subdivision B of this Section, on behalf of the officer or employee to avoid entry of a default judgment, pending resolution of any question relating to the obligation of the Town to provide a defense.

§ 3.3 Conditions required for defense

The duties to defend provided in this Article shall be contingent upon delivery to the Town Attorney or, if none, to the Town Supervisor of the original or a copy of any summons, complaint, process, notice, demand or pleading within five (5) days after he or she is served with such document and upon the full cooperation of the officer and employee in the defense of such action or proceeding and defense of any action or

proceeding against the Town based upon the same act or omission and in the prosecution of any appeal. Such delivery shall be deemed a request by the officer or employee that the Town provide for his or her defense pursuant to this Article, unless the officer or employee shall state in writing that a defense is not requested.

§ 3.4 Interpretation

A. The benefits of this Article will inure only to officers and employees, as defined herein, and shall not enlarge or diminish the rights of any other party; not shall any provision of this Article be construed to affect, alter or repeal any provisions of the Worker's Compensation Law.

B. The benefits of this Article shall be extended to an employee if a negotiating unit for which an agreement has been negotiated pursuant to the Civil Service Law, Article 14, only if such agreement expressly so provided.

C. The provisions of this Article shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy or insurance.

D. As otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the Town or any right to defense provided for any governmental officer or employee by, in accordance with or by reason of any other provisions of State or federal statutory or common law.

E. The provisions of this Article shall apply to all actions and proceedings specified herein which have been commenced, instituted brought on or after the effective date of this Chapter.

ARTICLE II: RESIDENCY

§ 3.10 Residency of Comptroller

The provisions of Section 23 of the Town Law and Section 3 of the Public Officers Law are hereby superseded and the Town hereby provides that its Comptroller must be a resident of the County of Onondaga.

ARTICLE III – TERMS OF OFFICE

§ 3.20 Term of Office of Town Clerk

A. The term of office of the Town Clerk shall be four years commencing January 1, 2002.

AMENDED SPELLING LL#13-1994
§ 3.11 Code Enforcement Officer repealed 8-25-98 LL#13-98

§ 3.20 Approved by LL#18-2000, at the general election of 09/15/00