

SERVICES AND NEIGHBORHOOD SUPPORT AGREEMENT

This Services and Neighborhood Support Agreement (the “Agreement”) is made as of July 1, 2021 (the “Effective Date”), by and between SYRACUSE UNIVERSITY, a not-for-profit educational corporation chartered by a special act of the New York State Legislature, with an office at 900 South Crouse Avenue, Syracuse, New York 13244 (the “University”) and the CITY OF SYRACUSE, a municipal corporation with offices at 233 East Washington Street, Syracuse, New York 13202 (the “City”).

RECITALS

A. The University is an important institution in and for the City, providing many educational, cultural, financial and other benefits to the City and its residents. A number of these benefits are set forth in Exhibit “A,” attached hereto.

B. In recent years, the University has expanded on and from the University Hill neighborhood into many areas of the City. The University and the City expect that the University will continue to expand on the Hill and throughout the City. The City recognizes that existing and future projects have benefited and will continue to benefit the City and the businesses, organizations, and residents of the City and the City will support those efforts.

C. The University recognizes that its presence in the City and future expansion may require additional City resources, infrastructure, and services. As such, the University voluntarily agrees to provide funds to support the City.

D. The University recognizes that its activities have an impact on the City neighborhoods surrounding the University (the “Neighborhood(s)”), which uniquely benefit from their close proximity to the University and other large institutions. The City and the University

also recognize the University's operations and student populations are concentrated in the Neighborhoods, which has an impact on service needs in these areas.

E. In furtherance of the parties' mutual interest in enhancing the health, safety and welfare of the Neighborhoods, the University voluntarily agrees to provide financial and other support to assist the City in addressing the services and assistance required by the Neighborhoods.

F. Both parties acknowledge that the benefits from the University's expansion on and from the Hill can best be achieved by cooperating on the University's projects, whether located on the Hill or elsewhere in the City, so that they can be accomplished fully and expeditiously and in full compliance with all applicable legal requirements. Thus, each of them wishes to further its commitment to the other to continue to collaborate and cooperate with each other on University projects.

G. The University's commitment to support the City and the Neighborhoods has been memorialized in written agreements, including (1) the Services Agreement between the University and the City that addressed the funding to support the City services (effective July 1, 2016 through June 30, 2021); (2) the Services Agreement between the University and the City that addressed the funding to support the City services (effective June 20, 2011 through June 30, 2016); and (3) the Service Agreement between the University and the City that addressed the neighborhood impacts (effective July 21, 1994 through July 21, 2014 amended to be extended until June 20, 2016). The parties intend for these agreements together with any amendments or extensions thereto to be superseded by this Agreement.

H. Both parties recognize the historical, environmental, economic, and cultural significance of the parks located throughout the City and adjacent to the University's campus,

including Walnut Park and Thornden Park, and the parties desire to maintain, protect, preserve, and improve such parks.

I. The City agrees, subject to appropriate review, to permit the University to perform certain park maintenance, operations and joint projects (as set forth in more detail in paragraph 6 of this Agreement), and the University has the necessary skills, capabilities, and experience to perform such park maintenance and operations upon terms more fully set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Term of Agreement. The parties agree that the term of this Agreement shall begin on the Effective Date (July 1, 2021) and expire on June 30, 2026 (the “Term”). This Agreement may only be terminated by the University or the City prior to the expiration of the Term if the other party breaches a material term or condition of this Agreement and such breach is not cured within thirty (30) days from receipt of written notice of the breach.

2. Financial Support for City Services. The University shall make annual payments to the City according to the schedule set forth in Exhibit “B” attached hereto and made a part hereof. With the exception of the first payment, which is due thirty (30) days after execution of this Agreement, each annual payment shall be made on or before August 31 of each year commencing on August 31, 2022, with the last payment due on August 31, 2025. When the City implements a municipal sidewalk maintenance program, the University may hold back Fifty Thousand Dollars (\$50,000) from each annual payment due hereunder to cover any sidewalk assessments for University parcels that are included in the program during the Term (the “Hold Back”). The University shall remit the balance of the Hold Back (if any) within thirty (30) days of the payment of the municipal sidewalk assessment.

3. Financial Support for City Neighborhoods. In recognition of the fact that the University's activities have a direct impact on the surrounding City Neighborhoods, in addition to the payments described in paragraph 2 above, the University shall make to the City annual payments of Five Hundred Thousand Dollars (\$500,000) to provide financial support for the Neighborhoods. With the exception of the first payment, which is due thirty (30) days after execution of this Agreement, the annual Neighborhood support payments will be made on or before August 31 of each year commencing on August 31, 2021, with the last payment due on August 31, 2025.

4. Application of Neighborhood Payments. The City agrees to apply the payments from the University pursuant to paragraph 3 above as follows:

- a. Out of each \$500,000 annual payment, \$125,000 shall be allocated to the City of Syracuse Police Department and applied to the cost of maintaining safety and security in the Neighborhoods; and
- b. The remaining balance of each annual payment (\$375,000) will be used for Neighborhood projects and services that are in the mutual interest of the Neighborhoods, their residents (including University students) and the University. The specific projects and services for which these funds will be used shall be decided pursuant to the University Neighborhood Services Agreement Advisory Committee (the "UNSAAC") process. The Neighborhood area for which these funds shall be eligible is set forth in the map attached as Exhibit "C." During the Term of this Agreement, one (1) representative of the University will serve on the UNSAAC as a voting member. The City will ensure that the UNSAAC adopts a conflicts of interest policy governing all voting members.

5. Prior Service Agreements. This Agreement supersedes the Prior Service Agreements, and the parties agree that the Prior Service Agreements have no force and effect as of July 1, 2021.

6. Support Services for City Parks. The City agrees to permit the University to perform certain park maintenance, operations and joint projects at Walnut Park and Thornden Park, subject to the terms and conditions set forth in detail below.

- a. Walnut Park. Walnut Park refers to the three-block linear green space in Syracuse, New York, located to the immediate northeast of the University, and bordered on the north end by Harrison Street, the south by Waverly Avenue, the east by Walnut Avenue, and the west by Walnut Place. During the Term, and subject to the approval of the Commissioner of Parks, the University may provide certain maintenance and security services for Walnut Park, including (i) general maintenance of the grounds at the park to the extent they affect the use and enjoyment of the park, including: snow removal, mowing, weeding, tree trimming and litter pickup; (ii) the right to maintain and perform temporary repairs to areas of the park that affect the use and enjoyment of the park; and (iii) reasonable security and patrols. The University shall enjoy the right to determine, subject to the written approval of the Commissioner of Parks (as outlined above), whether such maintenance and repairs to Walnut Park shall be performed and the right to schedule and perform such maintenance and repairs once the University has secured the proper City approvals and permits. The University's Department of Public Safety ("DPS") shall provide reasonable security and public safety patrols at Walnut Park, consistent with the existing Memorandum of Understanding

between the City of Syracuse Police Department and DPS, the terms of which are incorporated by reference herein. The University shall be responsible for all costs and expenses associated with maintenance, and temporary repairs, performed by the University at Walnut Park. The University and its students, faculty, staff, and other members, shall be free to use the park for educational, recreational, or ceremonial activities in the same manner as other members of the public, subject to securing the proper City approvals and permits.

- b. Thornden Park. Thornden Park refers to the 76-acre park space in Syracuse, New York, located to the northeast of the University, and bordered on the north end by Madison Street, the south by Clarendon Street, the east by South Beech Street, and the west by Ostrom Avenue. During the Term, the University may provide certain park maintenance, operations and joint projects in the sections of Thornden Park identified in Exhibit “D.” Any such activity will be subject to the written approval of the Commissioner of Parks as to the scope of work. The Commissioner shall consult with other City officials including but not limited to the City Arborist and the City Engineer, to the extent deemed necessary, and will ensure that all relevant approvals by boards or commissions are received, as required by applicable law and regulation. The Commissioner of Parks shall acknowledge receipt, in writing, of all requests to perform maintenance, operations or joint projects within five (5) business days from receipt of the request from the University (the “Acknowledgment Period”). The Commissioner of Parks shall use best efforts to provide approval or disapproval of these maintenance requests within ten (10) business days of receipt. Maintenance is hereby defined as a

non-capital improvement such as snow removal, mowing, weeding, tree trimming, litter pickup and temporary repairs to the park facility. Joint project is hereby defined as a capital improvement to the park facility that affects the use and enjoyment of the park or public safety. Proposed joint projects by the University shall be reviewed by the Commissioner of Parks and such other City departments, boards, and commissions as deemed applicable. Joint projects, because of their unique nature, are not subject to any approval timeline by the City. The University shall be responsible for all costs and expenses associated with such maintenance and temporary repairs performed by the University at Thornden Park. The University and its students, faculty, staff, and other members shall be free to use the park for educational, recreational, or ceremonial activities, in the same manner as other members of the public, subject to securing the proper City approvals and permits.

- c. In addition to maintenance, temporary repairs and joint projects the University may request to provide at Thornden Park, the City will install new crosswalks at two (2) traffic controlled intersections along Ostrom Avenue (Ostrom Avenue and University Place; Ostrom Avenue and Marshall Street) to ensure the safety of pedestrians entering Thornden Park and other property owned by the City. Such crosswalks shall be compliant with the requirements of the Americans with Disabilities Act of 1990 (and regulations promulgated thereunder) and the standards set forth by the New York State Department of Transportation. Before any crosswalks are installed, the City will provide the University an estimate of installation costs for both such crosswalks for the University's approval ("installation estimate"). Upon successful installation,

the University shall reimburse the City for the installation costs of one (1) of the crosswalks within thirty (30) days of receipt of a City invoice in that regard (together with appropriate documentation to support the invoiced amount). The City shall be responsible for the costs of the second crosswalk. Regardless of whether the crosswalks are installed, the University's final annual payment under Section 2 of this Agreement shall be reduced by an amount equal to fifty percent (50%) of the installation estimate.

- d. Insurance and Limitation of Liability. The University shall maintain (a) general liability insurance coverage sufficient to protect it from claims for death, personal injury or property damage arising from or resulting out of the negligence of the University in the performance of its operations pursuant to this paragraph 6, provided that as a minimum the policy shall provide for Two Million Dollars (\$2,000,000) in general liability coverage naming the City of Syracuse as an additional insured, and (b) workers compensation coverage (statutory limits). The University shall defend, indemnify and hold harmless the City of Syracuse, its officers and employees, from any and all claims, actions, suits, judgments, or proceedings that arise from the University's negligent acts or omissions in conducting activities on City property pursuant to paragraph 6. For the avoidance of doubt, the University shall have no obligation to exercise any of the rights granted to it under this paragraph 6 and shall have no liability to the City or any third party for choosing not to exercise any such rights.

7. Cooperation. In recognition of the benefits the City, its residents and visitors will receive from University projects developed or maintained within the City, whether on the Hill or

elsewhere in the City, the City will maintain appropriate levels of staffing, including without limitation a senior project review position that will serve as the University's primary point of contact, and will use best efforts to review and improve its permitting processes and expedite the consideration, approval, and development of University projects within the City in compliance with applicable law. The City will also use best efforts to expedite completion of required inspections of University properties. The City and the University shall designate representatives (including at least one (1) senior executive) who will meet on a quarterly basis throughout the Term (within thirty (30) days of the conclusion of each calendar quarter) to discuss any concerns arising out of any of the matters set forth in this paragraph 7.

8. Community Policing. In recognition of the fact that the University's operations and student populations are concentrated in the Neighborhoods and the benefits of community policing, the City agrees to dedicate at least two (2) sworn, non-probationary officers from the City police department to act as community service officers and work with DPS's Community Policing Services Unit to engage students (and their parents) and student groups in the Neighborhoods. Such officers will be stationed full time on a Tuesday through Saturday schedule (hours to be mutually agreed upon by the parties, but shall include evening hours on a consistent basis) at the following locations: (a) the University's Hildegard and J. Myer Schine Student Center, and (b) a mutually agreed upon location on the University's south campus.

9. No Obligation to Extend. During the final year of this Agreement, the parties shall engage in good faith discussions regarding an extension of this Agreement. Neither party has an obligation of any kind to extend or supplement this Agreement, or enter into a new services agreement after the expiration of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of New York. It is agreed that this Agreement does not waive or dispense with the requirements of any law, rule, or regulation applicable hereto, including the Charter of the City of Syracuse.

11. Third Party Beneficiaries. The obligations under this Agreement are for the sole benefit of the parties, and neither this Agreement nor anything performed pursuant to it shall give rise to, or shall be deemed or be construed to confer, any right, claim, or cause of action on any other party as a third party beneficiary or otherwise.

12. Modifications. This Agreement shall not be modified except in writing executed by both parties.

13. Severability. If any section or provision of this Agreement, or any portion of any section or provision, shall for any reason be held to be void, illegal, or otherwise unenforceable, all other portions of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers.

Attest:

CITY OF SYRACUSE

City Clerk

By: _____
Benjamin R. Walsh
Mayor

SYRACUSE UNIVERSITY

By: _____
Kent D. Syverud
Chancellor and President

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
CITY OF SYRACUSE)

On this ____ day of _____, 2022 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that he signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with Patricia K. McBride and knows her to be the City Clerk of said City of Syracuse and that the signature of Patricia K. McBride was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
CITY OF SYRACUSE)

On this ____ day of _____, 2022 before me personally came Kent Syverud, Chancellor and President for Syracuse University with whom I am personally acquainted; who, being by me duly sworn did depose and say: he is the Chancellor and President for Syracuse University, the educational institution described herein, and which executed the within instrument; and that he is duly authorized to execute this Agreement on behalf of the University.

Notary Public