

CRIMINAL JUSTICE, PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS
Committee Meeting
February 18, 2016
Large Conference Room

8:45 a.m. Call to order

Approval of minutes of January 21, 2016

8:45 a.m. District Attorney

A. Department Update

8:50 a.m. Emergency Management

A. Resolutions:

1. Out-of-State Conference – CSX ROUTEs training, Atlanta, GA
2. Appointing Fire Advisory Board Members and Deputy Coordinators

B. Innovative Readiness Training Mission - discussion

9:00 a.m. Sheriff

A. Resolutions:

1. Authorizing Attendance at an Out-Of-State Conference – MDT V. Smith
2. Authorizing Attendance at an Out-Of-State Conference – MDT R. Smith
3. Authorizing Chairman to Apply for Grant - NYS Division of Canal Corp

9:15 a.m. E911

A. Report/agenda (attached)

B. NY 315 Notice to PSAP Coordinators

C. Mutualink Demo/Presentation:

1. Presenter William Slater, Implementation Manager, Mutualink, Inc.

9:45 a.m. Other Committee Business

A. Resolution:

1. Authorizing agreement with Madison Legal Defense Bureau, Inc. to represent indigent criminal defendants

B. Preferred Agenda

Next meeting: March 24, 2016, 8:45 a.m. in the Supervisors Large Conference Room.

Adjournment

Criminal Justice, Public Safety and Emergency Communications Committee

*Meeting Minutes
January 21, 2016*

- PRESENT: Vice Chairman Daniel Degear
Supervisor Richard Bargabos
Supervisor Darrin Ball
Supervisor Joseph Magliocca
- ALSO: County Administrator Mark Scimone
2nd Assistance District Attorney Elizabeth Healy
Emergency Management Director Ted Halpin
Sheriff Allen Riley
Undersheriff John Ball
Probation Director Joanne Miller
E911 Director Paul Hartnett
E911 Assistant Director Mellissa Hannan
- ABSENT: Chairman Roger Bradstreet

The meeting was called to order by Committee Vice Chairman Daniel Degear at 8:45 a.m. in the Supervisors large conference room.

Minutes:

The minutes of the December 22, 2015 meeting were unanimously approved on the motion of Supervisor Ball and second of Vice Chairman Degear.

District Attorney's Office:

2nd Assistance District Attorney Elizabeth Healy presented the following resolutions:

Authorizing the Chairman to enter into an agreement (Crimes Against Revenue Program – CARP Grant)

The Committee unanimously approved the resolution on the motion of Magliocca and second of Ball.

Establishing salaries for 2016 for employees in the District Attorney's Office (Crimes Against Revenue Program – CARP Grant)

The Committee unanimously approved the resolution on the motion of Magliocca and second of Ball.

Emergency Management:

Director Ted Halpin informed the Committee that the EMS Study has begun the process of collecting relevant data. A brief survey has been emailed to non-provider stakeholders involved in EMS about their perspective of EMS in Madison County. The survey will also be forwarded to the Board of Supervisors for completion. The lead for the EMS study, Mike Ward, will make his first site visit January 25th through January 27th. He will come back in February to follow up with the Board of Supervisors.

Halpin stated that the data dump from 911 for geocoding is to be done soon, and the

Emergency Operations Center (EOC) is starting to be built out. He recommended holding next month's meeting in the EOC if it is finished.

Sheriff's Office:

Sheriff Allen Riley presented the following resolutions to the Committee:

Authorizing modification of the 2016 County budget (Inmate Hair Cuts)

The Committee unanimously approved the resolution on the motion of Ball and second of Bargabos.

Authorizing the Chairman to enter into an agreement with FES Installations, Inc.

The Committee unanimously approved the resolution on the motion of Bargabos and second of Magliocca.

Authorizing the Chairman to enter into an agreement with the NYS Division of Homeland Security and Emergency Services and modifying the 2016 County budget – Tactical Team Targeted Grant – 2015 SHSP Grant Program

The Committee unanimously approved the resolution on the motion of Ball and second of Magliocca.

Authorizing the Chairman to enter into an agreement with Madison-Oneida BOCES

The Committee unanimously approved the resolution on the motion of Ball and second of Magliocca.

Authorizing the Chairman to enter into a business associate agreement with American Mobile Dental

The Committee unanimously approved the resolution on the motion of Bargabos and second of Magliocca.

Authorizing attendance at an out-of-state conference (Child Fatality Review Team Grant)

The Committee unanimously approved the resolution on the motion of Bargabos and second of Ball.

Authorizing attendance at an out-of-state conference (Multi-Disciplinary Team Grant)

The Committee unanimously approved the resolution on the motion of Bargabos and second of Magliocca.

Probation:

Probation Director Joanne Miller discussed the possibility of arming Probation Officers in her department with the Committee. Miller stated that officer safety is becoming a serious concern due to more high risk individuals being sentenced to probation. In Madison County, over 100 individuals who have committed serious felony-level offenses are under supervision, and Probation Officers are required by law to conduct contacts with these individuals in their homes and in the community. Of the 12 designated peace officers currently employed by the department, 11 would feel safer and would choose to carry a firearm if given the opportunity. Of the 11 officers wishing to carry, 8 have prior firearms experience. Additionally, arming the Probation Department will reduce the burden on the Sheriff's Office to enter and execute probation warrants. Sheriff Riley stated that that the rural nature of Madison County can also make it difficult for Sheriff's Officers to get to the scene of an incident quickly.

Miller stated that the trend across New York State to arm probation officers is increasing. A map of New York that showed 63% of NY county probation departments are armed and 8% are currently in the process of becoming armed, while others are considering it. Additionally, all federal probation officers and NYS parole officers are currently armed.

A memo from Sheriff Riley detailed costs associated with initial and ongoing costs to train, arm and certify 12 Probation officers to carry weapons. The initial cost for outfitting, equipment and psychological exams would be in the range of \$18,786, and recurring annual costs for equipment upkeep and training would be approximately \$3,000.

Miller stated that carrying a firearm would be voluntary. A policy would need to be formulated that would include mandatory trainings and psychological exams, and give the director the authority to revoke the privilege to carry a firearm.

Miller stated that the other figure to be considered is the increase in liability insurance, which could be in the range of \$3,000 annually per armed officer for a total of \$36,000 for 12 officers. County Administrator Scimone will contact our insurance carrier to determine what our liability insurance premium would increase by if we armed 12 Probation Officers and how much we pay in liability coverage with our armed Sheriff's Department.

The Committee discussed the need to adjust to the changes in society including the significant drug issues in Madison County. With improvements in leadership and staffing that have been made in the Probation Department, they are more comfortable moving forward with this action than they would have been previously. While they can see the benefits of arming probation officers in the field, they also discussed the liability issues and other defensive tactics including pepper spray. It was agreed that arming officers should not be voluntary, but all or nothing. In order to arm all of our field officers, it would need to be negotiated with the union.

Miller will present a resolution for the Committee's consideration at the February meeting.

E-911/Communications:

E911 Director Paul Hartnett presented the following resolutions to the Committee:

Authorizing the Chairman of the Board of Supervisors to enter into an agreement with the NYS Division of Homeland Security and Emergency Services, Office of Interoperability and Emergency Communications

The Committee unanimously approved the resolution on the motion of Ball and second of Magliocca.

Hartnett informed the Committee that he met with Motorola engineering, project management and Alcatel-Lucent to discuss reengineering of microwave hop to Troop D for 911 backup. The Verizon Wireless lease for the Town of Fenner tower was received yesterday and provided to the County Treasurer. Midstate is finishing up and the new vendor, Skywave, is taking over and will be doing site visits, programming and new installs. With the Motorola radio contract coming to an end, there may be less expensive portable radio options for the Highway Department. Hartnett will provide a list of options and pricing next month.

Other Committee Business:

The following resolutions were presented to the Committee:

Reappointing a supervisor to the Jury Board

The Committee unanimously approved the resolution on the motion of Ball and second of Bargabos.

Reappointing a member to the Madison County Traffic Safety Board

The Committee unanimously approved the resolution on the motion of Ball and second of Bargabos.

Authorizing the modification of the 2016 adopted County budget (Public Defender Grants)

The Committee unanimously approved the resolution on the motion of Bargabos and second of Magliocca.

Preferred Agenda:

The Committee unanimously approved wrapping all resolutions into a Criminal Justice Preferred Agenda for the February 9th Board Meeting on a motion of Ball and second of Magliocca.

Adjournment:

The Committee adjourned at 9:46 a.m. on the motion of Magliocca and second of Ball.

Next Meeting Date:

Thursday, February 18, 2016 in the Supervisors Large Conference Room.

Respectfully submitted by Christine J. Coe on behalf of Chairman Roger D. Bradstreet.

RESOLUTION NO. Em-1

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Emergency Management)**

WHEREAS, the CSX Responder Outreach for Unit Train Emergencies (ROUTEs) training will be held May 23 – 26, 2016 in Atlanta, GA; and

WHEREAS, this ROUTEs training is an initiative sponsored and hosted by CSX to educate first responders and emergency management professionals on various types of train emergencies most common along their rail lines throughout the United States and Canada; and

WHEREAS, County Fire Coordinator Douglas Shattuck has been assigned to attend this conference; and

WHEREAS, there is no cost associated with this conference; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee, and the Government Operations Committee;

NOW, THEREFORE BE IT RESOLVED that Douglas Shattuck be and hereby is authorized to attend said conference at no expense to the County.

DATED: March 8, 2016

Daniel S. Degear, Chairman
Government Operations Committee

REQUEST FOR OUT-OF-STATE CONFERENCE AND TRAVEL FORM

TO BE COMPLETED BY EMPLOYEE: (Please Print)

NAME: DOUGLAS F. SHATTUCK

TITLE: FIRE COORDINATOR

DEPARTMENT: EMERGENCY MANAGEMENT

CONFERENCE NAME: CSX RESPONDER OUTREACH

LOCATION OF CONFERENCE: ATLANTA, GA.

TIME AND DATE OF CONFERENCE: 0800 ON 5/23/2016 THROUGH 1700 ON 5/26/16

PURPOSE OF CONFERENCE: TRAINING ON CSX RESPONSE PLANS

MODE OF TRAVEL: A PLANE & RENTAL CAR

ESTIMATED COST:	Transportation	\$	<u>PAID BY CSX</u>
	Lodging	\$	<u>PAID BY CSX</u>
	Meals	\$	<u>PAID BY CSX</u>
	Registration	\$	<u>N/C</u>
	TOTAL	\$	<u>-0-</u>

Douglas F. Shattuck 1/29/2016
Signature Date

TO BE COMPLETED BY DEPARTMENT HEAD:

Budget Code NA

Reimbursement Source(s) and Rate(s) NA

I approve the attendance at the aforementioned conference.

[Signature] 02 FEB 16
Signature Date

TO BE COMPLETED BY LEGISLATIVE COMMITTEE:

The above employee is approved for attendance at the aforementioned conference.

Signature Date

TO BE COMPLETED BY GOVERNMENT OPERATIONS COMMITTEE:

The above employee is approved for attendance at the aforementioned conference.

Signature Date

TO BE COMPLETED BY THE CLERK TO THE BOARD OF SUPERVISORS:

The above employee is approved for attendance at the aforementioned out of state conference.

Date of Board Meeting: _____

Resolution Number: _____

Signature Date

REQUEST FOR OUT-OF-STATE CONFERENCE AND TRAVEL FORM

TO BE COMPLETED BY EMPLOYEE: (Please Print)

NAME: Valerie Smith

TITLE: CAC Family Advocate

DEPARTMENT: Madison County CAC

CONFERENCE NAME: NCA Leadership Conference

LOCATION OF CONFERENCE: Washington, DC

TIME AND DATE OF CONFERENCE: June 5 - 8, 2016

PURPOSE OF CONFERENCE: Training

MODE OF TRAVEL: Air

ESTIMATED COST: Transportation \$ 450.00

Lodging \$ sharing room

Meals \$ 276.00

Registration \$ 550.00

TOTAL \$ 1276.00

Valerie Smith Signature Date 2/09/16

Supervisor's Signature Date

TO BE COMPLETED BY DEPARTMENT HEAD:

Budget Code A311430.540200 (MDT Other Budget)

Reimbursement Source(s) and Rate(s) MDT 100%

I approve the attendance at the aforementioned conference.

Signature Date

TO BE COMPLETED BY LEGISLATIVE COMMITTEE:

The above employee is approved for attendance at the aforementioned conference.

Signature Date

TO BE COMPLETED BY GOVERNMENT OPERATIONS COMMITTEE:

The above employee is approved for attendance at the aforementioned conference.

Signature Date

TO BE COMPLETED BY THE CLERK TO THE BOARD OF SUPERVISORS:

The above employee is approved for attendance at the aforementioned out of state conference.

Date of Board Meeting: _____

Resolution Number: _____

Signature Date

REQUEST FOR OUT-OF-STATE CONFERENCE AND TRAVEL FORM

TO BE COMPLETED BY EMPLOYEE: (Please Print)

NAME: Renee Smith-Rotondo

TITLE: CAC Program Director

DEPARTMENT: Madison County CAC / Madison County Sheriff's Office

CONFERENCE NAME: NCA Leadership Conference

LOCATION OF CONFERENCE: Washington, DC

TIME AND DATE OF CONFERENCE: June 5 - 8, 2016

PURPOSE OF CONFERENCE: Training

MODE OF TRAVEL: Air

ESTIMATED COST: Transportation \$ 450.00

Lodging \$ 780.00

Meals \$ 276.00

Registration \$ 550.00

TOTAL \$ 2,056.00

Renee Smith-Rotondo
Signature

2/11/16
Date

Supervisor's Signature

Date

TO BE COMPLETED BY DEPARTMENT HEAD:

Budget Code A311430.541000 (MDT Travel)

Reimbursement Source(s) and Rate(s) MDT 100%

I approve the attendance at the aforementioned conference.

Signature

Date

TO BE COMPLETED BY LEGISLATIVE COMMITTEE:

The above employee is approved for attendance at the aforementioned conference.

Signature

Date

TO BE COMPLETED BY GOVERNMENT OPERATIONS COMMITTEE:

The above employee is approved for attendance at the aforementioned conference.

Signature

Date

TO BE COMPLETED BY THE CLERK TO THE BOARD OF SUPERVISORS:

The above employee is approved for attendance at the aforementioned out of state conference.

Date of Board Meeting: _____

Resolution Number: _____

Signature

Date

ITEMIZATION OF EXPENSES
NCA Leadership Conference
Washington, DC

Number attending:			2
Registration:		=	\$1100.00
Transportation:	Flight	=	\$700.00
	Shuttle/Taxi/Baggage	=	\$200.00
Lodging:	3 nights @ \$226 (plus tax) per night	=	\$780.00
Meals:	2 attendees for 4 days @ \$69.00 per day	=	\$552.00
			<hr/>
	GRAND TOTAL:		\$3332.00

ALL EXPENSES COVERED BY CAC/ MDT GRANT MONIES.

Pamela Mosher

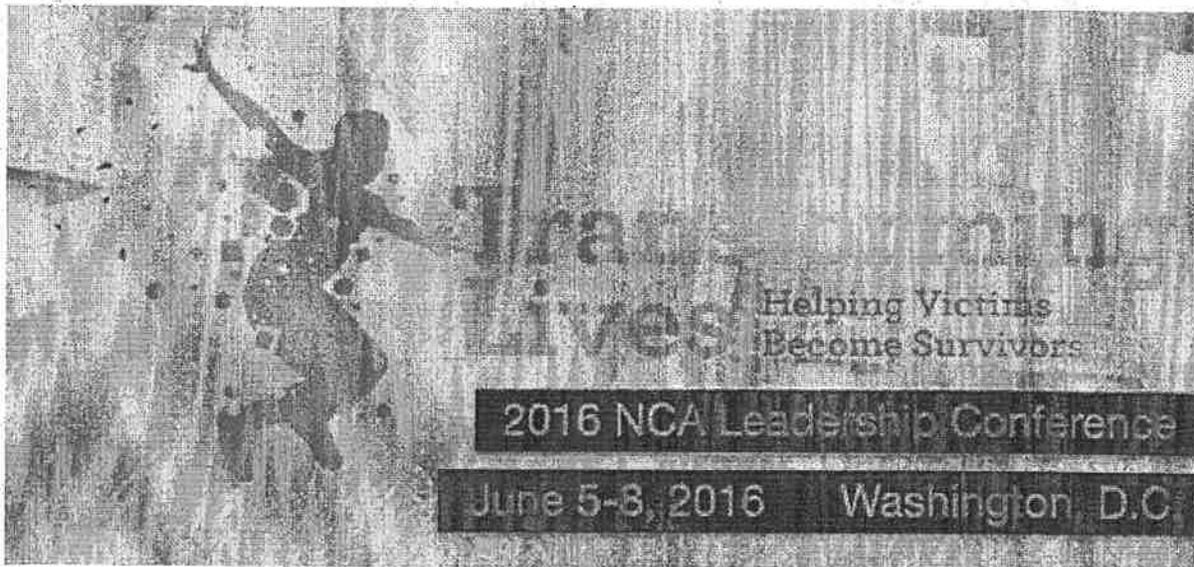
From: Renee Smith
Sent: Friday, January 29, 2016 4:05 PM
To: Pamela Mosher
Subject: FW: Leadership Conference Registration Begins On....

Will you do travel requests for Val and I for NCA Leadership this year?

Thanks.

From: National Children's Alliance [mailto:infoservices@nca-online.org]
Sent: Friday, January 29, 2016 3:22 PM
To: Renee Smith
Subject: Leadership Conference Registration Begins On....

See when registration opens, learn about speakers and sessions, and more



NCA's 2016 Leadership Conference is Coming—Registration Opens Soon

The wait is almost over. This year's NCA Leadership Conference promises to be a key moment in CAC movement history. Join your colleagues here in Washington as we embark on a new strategic direction together, share the knowledge that helps us serve kids better, and sharpen the business, advocacy, and communications skills we need to strengthen our organizations.

Registration opens February 23.



Our featured speakers are more than just experts.

The 2016 Leadership Conference is your place to hear from your peers and experts from across the field. But we do not live by subject matter expertise alone. Some of our featured speakers bring unique views on not only our own work but also the business of nonprofits and the social sector, and—dare we say—a little humor to drive the message home.

Vu Le, Executive Director, Rainier Valley Corps

Vu Le, executive director of the Seattle-based Rainier Valley Corps, was just named one of the *Chronicle of Philanthropy's* 40 under 40. The irreverent, insightful writer behind the humor blog *Nonprofit with Balls* is what you might call a nonprofit rockstar. He is also the humor writer for Blue Avocado. Vu's organization, Rainier Valley Corps, aims to empower leaders of color in the nonprofit sector.



Desmond Runyan, Executive Director, University of Colorado Kempe Center for the Prevention & Treatment of Child Abuse & Neglect

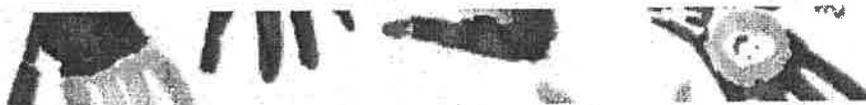
Dr. Desmond Runyan has researched child abuse for over 36 years while maintaining a clinical practice evaluating possible child abuse victims and as a general pediatrics attending. He co-founded a comprehensive child abuse center in North Carolina and directed the North Carolina Child Medical Evaluation program, a network of over 170 professionals providing assessments of suspected child abuse victims. As the author of more than 150 articles, book chapters and monographs, Runyan has published seminal research on the identification and consequences of child abuse and neglect including specific patterns of abuse such as shaken baby syndrome and Munchausen Syndrome-By-Proxy. He recently served on the National Academy of Medicine's panel examining the status of research in the field of child abuse.



The 2016 Conference features four exciting workshop tracks

The 2016 Leadership Conference will feature the following workshop Tracks:

- **THE BUSINESS OF CHILD ADVOCACY**
Sessions that offer actionable information on the business of running a CAC, including content on best practices in management, finance, and fundraising
- **ADVOCACY & COMMUNICATIONS**
Sessions that offer creative public policy ideas, hard-hitting awareness campaigns, and tested communications practices to help CACs solve real-world problems and connect with lawmakers, donors, and the public
- **RESEARCH & INNOVATIVE PRACTICES**
Sessions that provide the latest research and innovative ways to apply it in direct-service practices in mental health, medical care, victim advocacy, and forensic interviewing
- **CHAPTER TRACK**
Sessions for NCA Chapter Staff and Board Officers



Check your email later next month for registration info.

Questions? Email Tom Knapp at conferences@nca-online.org

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Washington, DC | 20002 US

This email was sent to renee.smith@madisoncounty.ny.gov.
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RESOLUTION NO. EM-2

APPOINTING MADISON COUNTY FIRE ADVISORY BOARD MEMBERS AND DEPUTY COORDINATORS FOR 2016

WHEREAS, the duly appointed officers and members of the Madison County Fire Advisory Board met at their annual session on Thursday, January 28, 2016 and

WHEREAS, the following individuals were selected to represent the interests of each of the County's various townships, and

WHEREAS, the following individuals have agreed to serve without compensation as an advisory body to the Board of Supervisors and the County Fire Coordinator in matters relating to fire service activities;

NOW, THEREFORE, BE IT RESOLVED, that the following individuals be appointed to the Madison County Fire Advisory Board for 2016:

Fire Advisory Board 2016

James McFadden.....	Brookfield	Richard Stagnitti.....	Lenox
Terry Austin.....	Cazenovia	Robert Sturdevant Jr....	Lincoln
David Vredenburg.....	Cazenovia	Steven Johnson.....	Madison
Edwin Coon	DeRuyter	Joseph Deo.....	Nelson
Richard Stoddard Sr.....	Eaton	Dennis Fields	Oneida
Michael Bischoff	Eaton	Fred Brooks.....	Smithfield
Ralph Tallett.....	Fenner	Roland Shea.....	Stockbridge
Dale Burgess.....	Georgetown	Tim Flynn.....	Sullivan
Jason Murray.....	Hamilton	Paul Haynes.....	Sullivan
David Bensley.....	Lebanon	Robert Freunscht.....	Sullivan
Alex Brown.....	Lenox		

BE IT FURTHER RESOLVED, that the following individuals be appointed to the staff of Deputy Fire Coordinators for 2016

Lyle Mason.....County Car 3
James McFadden..... County Car 4
Robert Freunscht..... County Car 5
Robert Sturdevant Jr... County Car 6
Timothy Cowan.....County Car 7
David Vredenburg..... County Car 8

Dated: March 8, 2016

Roger D. Bradstreet, Sr., Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

RESOLUTION NO. SO-1

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)**

WHEREAS, the NCA Leadership Training will be held June 5-8, 2016, in Washington, DC; and

WHEREAS, Allen Riley, Madison County Sheriff, has requested that, Valerie Smith, Child Advocacy Center Family Advocate, attend this conference; and

WHEREAS, her expenses are fully funded by the Multi-Disciplinary Team Grant received by the Sheriff's Office; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee, and the Government Operations Committee;

NOW, THEREFORE BE IT RESOLVED that Valerie Smith be and hereby is authorized to attend said conference at no expense to the County.

Dated: March 8, 2016

Daniel S. Degear, Chairman
Government Operations Committee

RESOLUTION NO. SO-2

**AUTHORIZING ATTENDANCE AT AN OUT-OF-STATE CONFERENCE
(Sheriff)**

WHEREAS, the NCA Leadership Training will be held June 5-8, 2016, in Washington, DC; and

WHEREAS, Allen Riley, Madison County Sheriff, has requested that, Renee Smith, Child Advocacy Center Director, attend this conference; and

WHEREAS, her expenses are fully funded by the Multi-Disciplinary Team Grant received by the Sheriff's Office; and

WHEREAS, this request has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee, and the Government Operations Committee;

NOW, THEREFORE BE IT RESOLVED that Renee Smith be and hereby is authorized to attend said conference at no expense to the County.

Dated: March 8, 2016

Daniel S. Degear, Chairman
Government Operations Committee

RESOLUTION NO. 50-3

**AUTHORIZING THE CHAIRMAN TO APPLY FOR A GRANT FROM THE
NEW YORK STATE DIVISION CANAL CORPORATION**

WHEREAS, the County of Madison has recognized the need to ensure the safety and security of its citizens and visitors; and

WHEREAS, the County of Madison is eligible to apply for the FY2016/2017 Marine Patrol Grant Program from the New York State Canal Corporation to continue bicycle and snowmobile patrols along the Canalway Trail, and for marine patrol on Oneida Lake; and

WHEREAS, this grant would support the Sheriff's efforts in maintaining a high degree of public safety for users of the Canalway Trail and Oneida Lake; and

WHEREAS, the award under this program would not exceed \$40,000.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors be and is hereby authorized to apply on behalf of the County of Madison for a grant from the New York State Canal Corporation, in form as is on file with the Clerk of the Board.

DATED: March 8, 2016

Roger D. Bradstreet, Sr., Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

911 - Madison County Criminal Justice, Public Safety and Emergency Communications Committee

2/18/16

Operational / Administrative –

- Feb 2nd met with Oneida County 911 staff to demo their Mutualink System. Oneida County and Rockland County were beta-test site.
- Feb 3rd hosted Mutualink Demo at Madison County Public Safety Building; Assistant Director, Sheriff, Undersheriff attended. Discussion of access by county schools discussed.
- Feb 4th met with Radio Vendor Skywave Communications, Inc. to review short and long-term projects.
- Feb 16th met with Alcatel – Lucent to review specifications of micro-wave system used for county's Public Safety Radio System.

Follow-up --

This is the list of all approved radios for the Onondaga County system. Anything highlighted is not approved for public safety.

Motorola	
Portables	Mobiles
XTS1500	XTL1500
XTS2500	XTL2500
XTS5000	XTL5000
APX1000**	APX1500
APX4000	APX4500
APX6000	APX6500
APX6000XE	APX7500
APX7000	
APX7000XE	
APX7000L	

**Not approved for use by public safety agencies.

Kenwood	
Portables	Mobiles
TK-5310	TK-5820
TK-5320**	

**Not approved for use by public safety agencies.

EF Johnson	
Portables	Mobiles
VP600	

Harris	
Portables	Mobiles
Unity XG-100P**	
XG-25**	
XG-75**	

**Not approved for use by public safety agencies.

All programming templates will be provided by the Onondaga County Dept. of Emergency Communications Radio Division. Any deviation from this programming needs to be approved by Onondaga County PROC.

All radios have been tested for functionality on the OCICS. It is each agencies responsibility to determine if a specific radio meets their operational needs.

911 - Madison County Criminal Justice, Public Safety and Emergency Communications Committee

Potential Cost -

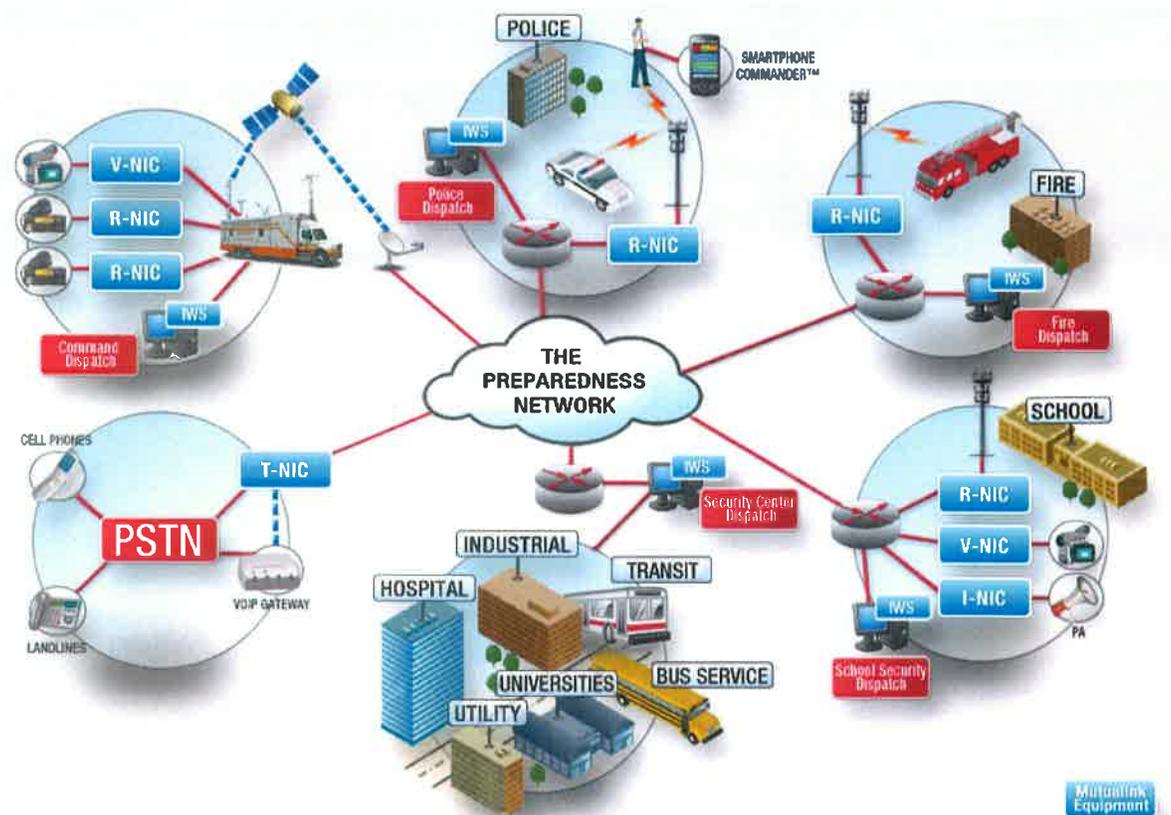
- o Kenwood -- TK-5310 \$825 +
- o EJ Johnson – VP600 -\$2,000 +
- o Motorola Portable - \$1,275 (includes programming, speaker mics., charger)

New Area Code (680) –

- See attached

Mutualink Demo- Guest Presenter Mr. William J. Slater

- A network agnostic multimedia interoperability platform, Mutualink is designed to leverage the sharing of your existing radio, video, telephone, and IP-sensory equipment (including disparate systems), as well as next-generation communication technology.



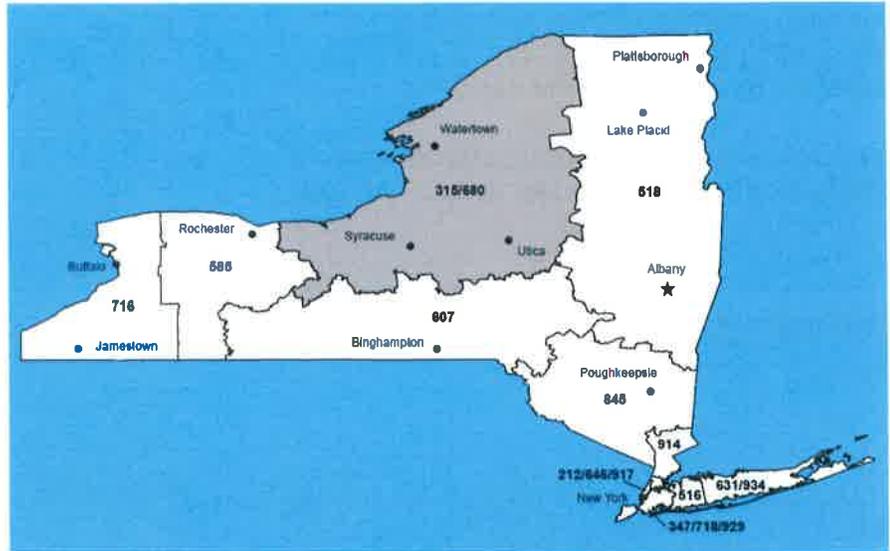
January 13, 2016

Attention: PSAP Coordinators

To ensure a continuing supply of telephone numbers, the new 680 area code will be added to the area served by 315. The new **680 area code** will serve the same geographic area currently served by the existing 315 area code which covers the west-central portion of New York, serving communities such as Syracuse, Utica, and Watertown. This is known as an area code overlay.

What is an area code overlay?

An overlay is the addition of another area code (680) to the same geographic region as an existing area code (315). **An overlay does not require customers to change their existing area code.**



How does this affect providers of Public Safety Answer Points (PSAPs)?

As a result of the overlay, a new local dialing procedure requires callers to dial 10 digits (area code + telephone number). This means that all calls in the 315 area code that are currently dialed with seven digits will need to be dialed using the area code + telephone number. All PSAP equipment, such as speed dialers, located in the 315 area code and programmed to dial only seven digits must be updated or reprogrammed to dial 10 digits (area code + telephone) for all local calls in the 315/680 area code. In addition, please note that any telephone number that is currently call forwarded to another 315 area code telephone number containing seven digits must be changed to dial 10 digits (area code + telephone number).

When will the change begin?

Effective **March 12, 2016**, callers should begin using the new dialing procedure (area code + telephone number) whenever local calls are placed from the 315 area code. If callers forget and dial just seven digits, the call will still be completed.

Beginning **February 11, 2017**, callers must use the new dialing procedure, as described above, for all local calls. After this date, if callers do not use the new dialing procedures, the call will not be completed and a recording will instruct the caller to hang up and dial again.

Reprogramming of PSAP equipment/systems should take place between March 12, 2016 and February 10, 2017. This period allows either the old or new dialing procedure to be used to complete calls. **All PSAPs must make their programming changes during this period.**

To enable you to verify that equipment can complete calls to the new 680 area code, a special test number, 680-990-TEST (8378), will be in service beginning November 11, 2016 and it will remain active through April 11, 2017.

Beginning **March 11, 2017**, new telephone lines or services may be assigned numbers using the new 680 area code.

What will remain the same?

- Your customer's telephone number, including current area code, will not change.
- The price of a call, coverage area, or other rates and services will not change due to the overlay.

RESOLUTION NO. OCB - 1

**AUTHORIZING AGREEMENT WITH MADISON LEGAL DEFENSE BUREAU, INC.
TO REPRESENT INDIGENT CRIMINAL DEFENDANTS**

WHEREAS, Section 722 of the County Law requires every county to place in operation a plan to provide legal counsel to persons charged with a crime who are financially unable to obtain counsel, and

WHEREAS, the Criminal Justice, Public Safety and Emergency Communications Committee received and reviewed a proposal to provide legal services to indigent criminal defendants in Madison County through Madison Legal Defense Bureau, Inc., and

WHEREAS, the public interest will be well served by the execution of a contract to implement the continuous provision of legal services to indigent defendants;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board is authorized to enter into contract with the Madison Legal Defense Bureau, Inc., a New York State Not-for-Profit Corporation, to provide legal services for indigent criminal defendants in Madison County at the rate of \$48,858.67 per month in accordance with the contract with such Not-for-Profit Corporation, a copy of which is on file with the Clerk of the Board.;

DATED: March 8, 2016

Roger D. Bradstreet, Chairman
Criminal Justice, Public Safety and
Emergency Communications Committee

AGREEMENT made this ____ day of _____, 2016, between

THE COUNTY OF MADISON, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office in the Village of Wampsville, Madison County, New York, hereinafter referred to as the **COUNTY**,

and

THE MADISON LEGAL DEFENSE BUREAU, INC., an organized and existing under the New York Not-For-Profit Corporation Law, with its principal office in the Village of Wampsville, New York, hereinafter referred to as **LEGAL DEFENSE**.

WITNESSETH:

WHEREAS, Legal Defense was formed for the purpose of furnishing and providing without charge, legal counsel in criminal matters in the Madison County Court, the Oneida City Court, and the Town and Village courts of Madison County to and for all persons qualifying for legal assistance at public cost; and

WHEREAS, the County is mandated, inter alia, under Article 18-B of the County Law of the State of New York, place in operation a plan for providing certain legal services to indigent persons charged with criminal conduct within Madison County; and

WHEREAS, under County Law §722, such a plan can consist of a combination of programs, including representation by a private legal aid bureau; and

WHEREAS, Legal Defense, as such a bureau, is willing and able to provide such representation pursuant to the terms of the Statute and this agreement; and

WHEREAS, the County has adopted a budget for the purposes of contracting with Legal Defense, which budget has been supplemented by a transfer from the contingent account authorized by resolution of even date herewith.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. That Legal Defense will provide and furnish legal counsel to and for all persons qualifying therefor in criminal matters in the Madison County Court, the Oneida City Court, and in the Town and Village courts throughout Madison County where such legal assistance at public cost is required to be provided by the Court under the pertinent statutes. It is understood by the parties hereto that Legal Defense will presently have no involvement in the assignment of

counsel in Madison County Family Court for which the County is mandated to bear the expense. It is further understood that the current Assigned Counsel Plan in effect in Madison County will continue in order to provide counsel in those situations where Legal Defense has a conflict of interest.

2. The County agrees to pay to Legal Defense the sum of \$48,858.67 monthly for 8 months and \$48,858.66 for 4 months for the services to be rendered by Legal Defense from the commencement of services on or about January 1, 2016 through December 31, 2016.

Payment shall be made in accordance with established Madison County procedures, upon submission of duly approved county claim forms, together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

3. Legal Defense agrees to comply with State prescribed accounting procedures which will show all receipts and disbursements of Madison County funds and the allocation thereof.
4. Representatives of the County shall have the right to examine the financial books and records of Legal Defense at any reasonable time during any business day on reasonable notice. The County may audit the financial books and records of Legal Defense annually and shall provide Legal Defense's Board of Directors with a copy of its findings. Notwithstanding any contrary provision herein, nothing herein contained shall be deemed to authorize the County or any of its representatives, officers, agents or employees to examine, inspect or copy any record, writing, memorandum or other document of any name, nature or description which would result in the breach of confidentiality or other privileged communication between one or more of Legal Defense's attorneys and one or more of Legal Defense's clients.
5. Officers, agents, directors and employees of Legal Defense, in accordance with the status of Legal Defense as an independent contractor, covenant and agree that they will neither hold themselves out as, nor claim to be, officers or employees of Madison County by reason thereof, and they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of Madison County, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits,

Social Security coverage or retirement membership or credit.

6. Legal Defense agrees that it shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or its responsibility to perform under this contract or its right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to it thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the County of Madison.

The above notwithstanding, it is understood and agreed that Legal Defense, in its discretion, shall hire as an employee or engage as an independent contractor an attorney or attorneys, duly licensed to practice in the State of New York, for purposes of providing the legal representation envisioned by this agreement.

7. The funds herein paid by the County of Madison shall only be used by Legal Defense in furtherance of its function of providing representation to indigent clients and for no other purpose.
8. The County provides suitable and adequate office space for Legal Defense, its attorneys and other staff in the Madison County Office Building. In the event that renovations to an existing structure are necessary, they shall be made at the County's expense and in a manner that will allow for attorney-client conferences to be conducted in privacy and confidentiality. Legal Defense shall provide for such furnishings, equipment and supplies as it may require. General liability insurance shall be provided by the County as more particularly mentioned in paragraph 11, *infra*. The County shall provide, without expense to Legal Defense, utility service in the form of electrical service and heat. The County shall further provide, at its expense, telephone service to Legal Defense's office, including an adequate number of telephones and telephone lines, and Legal Defense's only liability therefor shall be for all billed charges, which presently include local calls, toll calls, 800 numbers and credit cards (if any). The

County shall invoice Legal Defense on a monthly basis for such billed calls attributable to Legal Defense's telephones, and Legal Defense shall make payment thereon within thirty (30) days of receipt of said invoice.

9. It is understood and agreed that Legal Defense shall provide and pay all expenses reasonably incurred in connection with providing legal services required in the representation of all financially eligible persons (as determined by Legal Defense) charged with a crime in the criminal courts within Madison County; charged with a parole revocation and housed in the Madison County Public Safety Building; and in extradition or other special proceedings which occur in the criminal courts of Madison County, except as to those cases in which ethical principles or recognized legal impediments preclude such representation, and including compensation for attorneys, support staff, telephones (as herein defined), printing, postage, witness fees, transcript fees, travel costs, and but not limited to investigative expenses (but excluding the expenses of the supplemental assigned counsel plan). Provided, however, the parties understand that circumstances such as defense of an extraordinary amount of indigent defendants or defense of an extraordinary amount of issues involving serious felonies or complex legal problems, including but not limited to the costs of interpreters, psychological experts and investigative services, may result in the budgeted figures herein being inadequate. Should that occur, the parties agree to negotiate in advance of where possible for additional County funds adequate to cover the extraordinary circumstances. Should the parties be unable to agree, the matter shall be submitted to arbitration with each party choosing one arbitrator and the two arbitrators choosing a third arbitrator. The decision of the arbitrators shall be binding.

10. The County shall provide Information Technology (IT) services to Legal Defense at a rate equivalent to the hourly rate of the IT technician assigned including fringe benefit costs. Legal Defense agrees to abide by all County IT Policies and Procedures. Legal Defense shall submit IT tickets for support or work orders by e-mailing the helpdesk at

OTRS@madisoncounty.ny.gov or via telephone at x2777. That for the calendar year 2015 Legal Defense owes the County \$3,002.00, same will be paid upon the signing of this Agreement.

11. This agreement may be terminated by either of the parties hereto upon sixty days written notice. This agreement shall be reviewed and reentered into on a yearly basis. Provided, however, that in the event Legal Defense shall seek a budget adjustment for any renewal period, Legal Defense shall present in writing its request not later than August 31. On or before October 31 the County Criminal Justice, Public Safety and Emergency Communications Committee shall identify, in writing, to Legal Defense, the amount to be included in the tentative budget for Legal Defense for the ensuing year. In the event the same is unacceptable, Legal Defense shall not later than November 10 give notice, in writing, to the Chairman of the Criminal Justice, Public Safety and

Telecommunications Committee and the Madison County Treasurer that the same is unacceptable, which notice shall constitute notice of non-renewal for the ensuing year, and this contract shall terminate on December 31 of the current year.

12. To the fullest extent permitted by law, Legal Defense shall defend, indemnify and hold harmless the County of Madison, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Legal Defense's performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of Legal Defense, directly or indirectly, and/or by the Legal Defense's agents, servants, employees, subcontractors and/or any person or entity employed by Legal Defense or for whose conduct or action the Legal Defense may be found or held liable,

directly or indirectly. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, Legal Defense agrees to indemnify the County in like regard in an action upon the contract between the parties and claims between the parties, including counsel fees and litigation costs and expenses. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that Legal Defense shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, Legal Defense shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from Legal Defense. However, any provision herein to the contrary notwithstanding, the obligation of Legal Defense to provide such indemnity is strictly limited to the proceeds from such insurance coverage therefor as shall be provided pursuant to paragraph 12 hereof.

13. Legal Defense agrees that any attorney who provides legal services pursuant to this agreement or pursuant to a separate professional services contract based upon this agreement shall maintain professional liability insurance with coverage in the amount of at least one million (\$1,000,000) Dollars for any single occurrence and one million (\$1,000,000) Dollars in the aggregate; covering any and all acts performed by or on behalf of Legal Defense and the clients thereof under this agreement and shall provide proof thereof to the County.

Legal Defense shall also procure and pay for, or cause to be procured and paid for, a liability policy in the amount of not less than one million (\$1,000,000) Dollars for any single occurrence and one million

(\$1,000,000) Dollars in the aggregate and satisfactory in form to Counsel to the County, covering injury to persons or property arising from the actions, negligence, errors or omissions of the directors or officers of Legal Defense ("The Errors and Omissions Policy"), which policy shall name Legal Defense, its directors, officers and Madison County as its insureds.

Legal Defense shall also procure and pay for, or cause to be procured and paid for, any other insurance as required by law in the performance of the services required by this agreement, including Workers' Compensation and Employer's liability insurance, where applicable.

Legal Defense shall have furnished to the Madison County Treasurer a certificate of said insurance which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employer's liability insurance where applicable. Said certificate must contain specific language so as to adequately advise the County of Legal Defense's compliance with the aforesaid requirements of insurance, including, but not limited to specifically detailing the types, amounts and duration of the insurance coverage and verifying that the issuing company endorse such policies as hereinabove required as to notify the County of any change, diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurance during the duration of this contract, a new certificate of insurance shall immediately be sent to the Madison County Treasurer.

Madison County shall procure and pay for a general liability policy in an amount of not less than one million (\$1,000,000) Dollars for any single occurrence and one million (\$1,000,000) Dollars in the aggregate, covering injury to persons and property on or about the premises to be furnished by the County to Legal Defense, naming Legal Defense as an additional insured.

14. It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account

thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.

15. This agreement represents the entire and integrate agreement between the County and Legal Defense and supersedes all prior negotiations, representations or agreements either written or oral with respect to services provided or to be provided from January 1, 2016 through December 31, 2016. This agreement may be amended only by written instrument signed by both the County and Legal Defense.
16. If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.
17. The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
18. In acceptance of this agreement, Legal Defense covenants and agrees to comply in all respects with all Federal, State and Municipal laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' liability insurance, hours of employment, wages and human rights.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

COUNTY OF MADISON

DATED:

By: _____
Chairman, Board of Supervisors

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Sworn to before me this
____ day of _____, 2016