

CRIMINAL JUSTICE, PUBLIC SAFETY AND TELECOMMUNICATIONS

Committee Meeting Agenda

September 21, 2012 – 8:30AM

- 8:30AM Meeting called to order
- 8:35AM Paul Hadley Esq., Public Defender's Office
Mike St. Leger, Esq.
 - Public Defender Budget
- 9:00AM Steve Goodfriend, Stop DWI
 - Monthly Report
 - 2013 Stop DWI Plan
 - Fall SADD Leadership Conference.
- 9:15AM Paul Hartnett, Communications
- 9:30AM **BREAK**
- 9:45AM District Attorney
 - Department Update
- 9:55AM Sheriff Riley
- 10:10AM Other Committee Business
 - Resolution – Budget Modification (Public Defenders)
 - Resolution – Traffic Safety Board Appointments
 - Resolution – Budget Modification (Emergency Preparedness)
 - Intern Report
 - Next Meeting Date
 - Adjournment



COORDINATOR'S REPORT

August 2012

Since the July Report, I have:

- ◆ Attended a Training in Syracuse on the History of Alcohol in Modern Society
- ◆ Attended a Drug Free Task Force Meeting
- ◆ Attended the Onondaga County Bath Salts Forum
- ◆ Provided a two hour instruction to the Bus Driver Trainees at OMBOCES
- ◆ Hosted a Chief's Meeting
- ◆ Met with the Criminal Justice Committee to discuss proposed Budget Modifications
- ◆ Attended a Meeting of the Madison County Bath Salts Task Force
- ◆ Attended a Planning Session of the Drug Free Task Force to plan the Oneida H.S. Community Forum
- ◆ Provided a discussion and Fatal Vision Goggles Demonstration to the Brookfield H.S. Driver's Education Class
- ◆ Encouraged several Police Departments within the County to consider DWI Stops and other Crack Down activities
- ◆ Reviewed the letter being developed by the M/C Bath Salts Task Force and made several suggestions.
- ◆ Attended a one day Training for STOP DWI Coordinators in Auburn
- ◆ Discussed ways and plans for rehabilitating our Victim Impact Panel Program
- ◆ Attended a meeting of the Madison county bath Salts Task Force
- ◆ Prepared a Draft of the 2013 M/C STOP DWI Budget
- ◆ Answered questions from our statistical researcher on our Three Year Review
- ◆ Prepared, transported, and set-up a STOP DWI Display at the DeRuyter Fireman's field Days and staffed it for the four days of the event.
- ◆ Removed display at the end of the field Days to Wampsville.
- ◆ Signed the letter prepared by the Madison County Task Force to send to Albany
- ◆ Prepared materials for submission with our request for State approval of our plans to purchase a vehicle for the Sheriff's Office and filed the request with GTSC/DMV in Albany.
- ◆ Met with the Criminal Justice Committee regarding a Budget Modification to purchase some small equipment for the Sheriff Office's DWI Deputy
- ◆ Attended a Board of Supervisors' Meeting
- ◆ Prepared and submitted several Purchase Requisitions to supply the Sheriff's Office with Alco-Sensor mouth-pieces, blood-draw kits, and a Tint Meter

DRAFT

Madison COUNTY

2013 STOP-DWI PLAN



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NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES
GOVERNOR'S TRAFFIC SAFETY COMMITTEE

Madison COUNTY

CERTIFICATION OF 2013 STOP-DWI PLAN

The 2013 STOP-DWI PLAN was approved by the Madison County governing body on _____, in the amount of \$ _____. This amount agrees with the total on the Budget Summary Page of the (2013) plan on page 4. The following document(s) are attached:

THE COUNTY RESOLUTION APPROVING THE STOP DWI PLAN

AND/OR;

BUDGET PAGE(S) FROM THE COUNTY BUDGET INDICATING THE SPECIFIC AMOUNT APPROVED FOR STOP-DWI.

STOP-DWI COORDINATOR

CERTIFICATION: *To knowingly make a false statement or conceal a material fact is a criminal offense and may result in criminal penalties under the Penal Law.* I state and certify that I have conducted a diligent and thorough investigation of the information contained in this plan and that it is true and complete to the best of my knowledge.

Signature: _____ Date: _____

Name in PRINT: Stephen J. Goodfriend

COUNTY OFFICIAL

CERTIFICATION: *To knowingly make a false statement or conceal a material fact is a criminal offense and may result in criminal penalties under the Penal Law.* I state and certify that I have conducted a diligent and thorough investigation of the information contained in this plan and that it is true and complete to the best of my knowledge.

Signature: _____ Date: _____

Name and Title in PRINT: John M. Becker, Chairman, Borad of Supervisors

Madison COUNTY

2013 STOP-DWI PLAN

BUDGET SUMMARY of ALL COMPONENTS

COMPONENT	TOTALS
I. Enforcement	\$ 58,448
II. Prosecution	\$ 61,532
III. Court Related	\$
IV. Probation	\$ 38,038
V. Rehabilitation	\$ 19,948
VI. Public Information/Education	\$ 10,863
VII. Administration	\$ 50,448
TOTAL STOP-DWI BUDGET	\$ 239,000

Subtotal Estimated Fine Revenues for year 2013: \$129,000

Enter Amount of Rollover/Fund Balance: \$ _____

Subtotal Other Source(s) of Revenue: * \$110,000

Total Estimated Revenues: \$ 239,000

Are you planning on using any of your Rollover? Yes No

*** Please Identify Other Revenue Sources:**

Court agreed donation to STOP DWI in lieu of fines

Madison COUNTY

I. 2013 STOP-DWI LAW ENFORCEMENT PLAN

BUDGET SUMMARY of LAW ENFORCEMENT

(i) PERSONAL SERVICES

Do not include any portion of the STOP-DWI Program Administrative staff salaries here unless they are employed in a police agency.

Funded Position(s): List Job Title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
DWI Patrols (see Detail Page	1.2	\$ 51,887
p/t Sheriff's Deputy assigned to Fine Collection	40% fte	\$ 2,461
		\$
		\$
Overtime Funding		\$
Fringes		\$
Total Personal Services (Subtotal (A) on page 6)		\$ 54,348

(ii) OTHER THAN PERSONAL SERVICES

Equipment (Subtotal (B) on page 6)	\$ 1,800
Vehicle	\$
Vehicle Maintenance	\$
Supplies	\$ 2,300
Training/Travel	\$
Overhead: Office Rent, Telephone, and Utilities	\$
Indirect Cost Charge(s)	\$
Contractual Services	\$
*Must describe in detail below (page 7) the contractor and services to be provided	
Total Other Than Personal Services	\$ 4,100

Total Law Enforcement Budget (i) + (ii)

\$58,448

Madison COUNTY

I. 2013 STOP-DWI LAW ENFORCEMENT PLAN

ENFORCEMENT ACTIVITY (Personal Services/Equipment) BUDGET

Please list all agency names being funded.

NAME OF AGENCY	AMOUNT <u>PERSONAL SERVICES FOR</u> DWI PATROLS = Subtotal (A)	AMOUNT FOR <u>OTHER THAN</u> <u>PERSONAL SERVICES</u> = Subtotal (B)
Canastota P.D.	\$ 1,558	\$
Cazenovia P.D.	\$ 1,558	\$
Chittenango P.D.	\$ 1,558	\$
Hamilton P.D.	\$ 1,558	\$
M.C. Sheriff's Dept	\$ 42,537	\$
M.C. Sheriff's Dept.	\$ 1,559	\$
Oneida City P.D.	\$ 1,559	\$
	\$	\$
Chemical Supplies	\$	\$ 1,550
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTAL*	\$	\$

*Subtotal (A) \$ 51,887 **Subtotal (B) \$ 1,550

Total (A) + (B) = \$ 53,437

* Subtotal (A) is the overtime funding for each agency

** Subtotal (B) is the equipment amount for each agency

Madison COUNTY

I. 2013 STOP-DWI LAW ENFORCEMENT PLAN

2013 ENFORCEMENT ACTIVITY BUDGET (Description)

Describe in detail/explain vehicle purchase, include the name of the agency that will be obtaining the vehicle:

Describe in detail/List the Equipment to be purchased:

Describe in detail/explain Contractual Services:

Describe in detail/explain "Other" items listed:

\$2,300 to provide an Annual Law Enforcement Recognition Luncheon in February. Cost includes: hall rental, catering/food, award plaques, etc.

This event recognizes the top DWI Arrest producing Officers from each Law Enforcement Department/Agency operating within Madison County and develops both internal Law Enforcement and public awareness of this important mission of Law Enforcement in Madison County.

Madison COUNTY

I. 2013 STOP-DWI LAW ENFORCEMENT PLAN

LAW ENFORCEMENT COMPONENT

Narrative – Please provide specific detail of the activities that will be funded in this area.

The Madison County STOP-DWI Program desires to improve DWI enforcement in all the areas of our rural county. Since the five local police departments only provide services within their area, a full-time dedicated DWI Patrol has been funded within the Sheriff's Department. Initially, monies were provided for the purchase of a patrol vehicle. In 2012, STOP DWI Reserve Fund monies were used to purchase a Community Service vehicle for the Sheriff's Department. This vehicle will be used in conjunction with DWI Crackdown activities and/or as a vehicle to observe and apprehend those vehicles which attempt to avoid a Crackdown activity. Along with the DWI Patrol vehicle, these vehicles remain in service. STOP DWI Program provides, partially, for the repairs and supplies which they use.

Funding is provided for overtime DWI patrols by all non-State Law Enforcement Agencies in Madison County. This funding is utilized to allow participation in local and nationwide DWI enforcement initiatives designed to remind the public about the seriousness of drinking and driving. Overtime funding is also used to allow Madison County Sheriff's Deputies to work overtime with Probation Officers in the A.U.O. (Aggravated Unlicensed Operation) detail, allowing for enhanced supervision of DWI Probationers to ensure that they are abiding by their court ordered conditions.

Funding for the repair, calibration, and the purchase of equipment related to DWI enforcement is provided through the Sheriff's Department both for the Sheriff's Department and for the County's City and Village Police Departments. NY State Enforcement Agencies are not included in this distribution.

It is the intention of the Enforcement Program to ensure that all law enforcement agencies within the County are vigilant in the enforcement of DWI Laws, have access to money to stimulate their programs in this regard, and have proper and reliable equipment available to enforce the DWI laws. The "carry-through" is that with assured services and reliable equipment, the District Attorney's ability to prosecute DWI cases is enhanced.

Funding is provided for an annual DWI Enforcement Recognition Luncheon (includes hall rental, meals, award plaques, and incidentals) for police officers from all agencies within the County. This luncheon provides recognition and incentive to the top DWI officers within each Department and to significant other agency personnel who have contributed to the STOP DWI effort. The program for this luncheon provides information, training, and motivation for the officers attending. Press coverage of this event educates the public about the vital public service that is being provided.

A line item is provided for a part-time Madison County Deputy Sheriff to pursue uncollected DWI fines. This Deputy works for the STOP-DWI Program in conjunction with the County Clerk's Office and the District Attorney's Office. This Deputy continues to ensure that payment conditions of sentencing are fulfilled; and assists in the obtaining of civil judgments for non-payment and arrest warrants, as individual cases require.

NOTE: All of the above activities are designed to promote public awareness of DWI Laws and of the fact that Madison County Law Enforcement and Public Officials are serious about enforcing those laws. The result is a reduction of DWI incidents in our County and area.

Madison COUNTY

II. 2013 STOP-DWI PROSECUTION PLAN

PROSECUTION RELATED ACTIVITY BUDGET

(i) PERSONAL SERVICES

Do not include any portion of the STOP-DWI Program Administrative staff salaries here unless they are employed in the District Attorney office.

Funded Position(s): List Job Title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
Asst. District Attorneys		\$ 42,199
Support Staff		\$ 12,555
IID Monitor		\$ 6,128
		\$
		\$
Fringes		\$
Total Personal Services		\$ 60,0882

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$
Supplies and Materials	\$ 650
Training/Travel	\$
Contractual Services * Must describe in detail below the contractor and services to be provided	\$
Other * (describe in detail below)	\$
Total Other Than Personal Services	\$ 650

Total Prosecution Budget (i) + (ii)	\$61,532
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Describe in detail/List the Equipment to be purchased:

Describe in detail/explain Contractual Service

Describe in detail/explain "Other" items:

Madison COUNTY

II. 2013 STOP-DWI PROSECUTION PLAN

PROSECUTION COMPONENT

Narrative – Please provide specific detail of the activities that will be funded in this area.

The Madison County STOP-DWI Program provides partial funding for an Assistant District Attorney -- DWI Prosecutor, position within the District Attorney's Department. The District Attorney's Office provides and also pays for several other Assistant District Attorney positions that help process felony and misdemeanor level DWI (and related) offenders.

Partial funding for a support staff position to assist with DWI statistics and information gathering and to provide services for the STOP-DWI Assistant District Attorney is included in this budget. Funding this effort both enhances the prosecution of DWI offenders and provides valuable information for the development of strategies to combat drunk/impaired driving.

The District Attorney's Office provides monitoring for Conditional Discharge Sentences mandating the use of an Ignition Interlock Device by the defendant. STOP DWI assists with the provision of funds to support this effort. It is understood that as, and if, additional funding streams become available to support the IID Program, that STOP DWI will withdraw its funding in favor of other efforts to stop DWI offenses in our County. For 2013, this funding is decreased from previous years due to internalization and systematization of monitoring efforts.

STOP DWI acts as the compiler of data from the two Departments that monitor Ignition Interlock Devices (District Attorney's Department, and the Probation Department) and submits the quarterly information to DCJS/OPCA and to the DCJS Fiscal Department for reimbursement to Madison County from the GTSC IID Monitoring Grant.

Supplies, clerical support services, and copier and fax services are provided to STOP DWI through the District Attorney's Office.

All of these activities are designed to assure that County residents understand Madison County's clear intention to follow through with the prosecution of DWI Offenders, resulting in fewer DWI incidents.

Madison COUNTY

III. 2013 STOP-DWI COURT RELATED PLAN

COURT RELATED ACTIVITY BUDGET

(i) PERSONAL SERVICES

Funded Position(s): List job title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
		\$
		\$
		\$
		\$
		\$
Fringes		\$
Total Personal Services		\$

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$
Supplies	\$
Training/Travel	\$
Contractual Services * MUST describe in detail below the contractor and services to be provided	\$
Reimbursement to Local Municipalities	\$
Other * (describe in detail below)	\$
Total Other Than Personal Services	\$

Total Court Budget (i) + (ii)	\$
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Describe in detail/List the Equipment to be purchased:

Describe in detail/explain Contractual Services:

Describe in detail/explain "Other" Items:

Madison COUNTY

III. 2013 STOP-DWI COURT RELATED PLAN

COURT COMPONENT

Narrative – Please provide specific detail of the activities that will be funded in this area.

Madison COUNTY

VI. 2013 STOP-DWI PROBATION PLAN

PROBATION ACTIVITY BUDGET

(i) PERSONAL SERVICES

* Do not include any portion of the STOP-DWI Program administrative staff salaries unless they are employed in the Probation Department.

Funded Position(s): List job title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
Senior Probation Officer	.25	\$ 14,883
Senior Probation Officer	.25	\$ 14,882
IID Monitor		\$ 6,128
		\$
Overtime		\$ 1,992
Fringes		\$
Total Personal Services		\$ 37,885

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$
Supplies	\$ 153
Training/Travel	\$
Contractual Services * *MUST Describe in detail below the contractor and services to be provided	\$
Other * (specify in detail below)	\$
Total Other Than Personal Services	\$ 153

Total Probation Budget (i) + (ii)	\$38,038
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Describe in detail/List the Equipment to be purchased:

Describe in detail/explain Contractual Services:

Describe in detail/explain "Other" Items:

Madison COUNTY

VI. 2013 STOP-DWI PROBATION PLAN

PROBATION COMPONENT

Narrative – Please provide specific detail of the activities that will be funded in this area.

The Madison County STOP-DWI Program provides partial funding for two Senior Probation Officers. These positions are charged with the supervision of felony and misdemeanor DWI and Aggravated Unauthorized Operation of a vehicle (A.U.O.) offenses secondary to a DWI Offense probationers. More than 29% (83/294) of those currently sentenced to probation within the County are DWI s; the intention of this program funding is to supplement and enhance the supervision of DWI clients and to enforce the understanding that Madison County is serious about prosecuting DWI Offenses.

Specific funding is provided to help drug test DWI probationers as well as for the A.U.O. Detail, which provides overtime-intensive (after hours/weekends) supervision for felony WI Probationers in combination with the Sheriff's Department; both Departments will work together to detect probationers who violate the conditions of their probation.

STOP DWI assists with the provision of funds to support Ignition Interlock Monitoring when included as part of Probation Sentences. It is understood that as and if additional funding streams become available to support the IID Program, that STOP DWI will withdraw its funding for this Program in favor of other efforts to stop DWI offenses in our County. In 2013, the level of this funding has been reduced. As noted above, STOP DWI coordinates the collection of data about IID usage in the County and submits the appropriate reports and vouchers to DCJS.

All of these activities are designed to enforce the seriousness of DWI Offenses and to educate the public that DWI sentences will be carried out in full, contributing to a reduction in DWI incidents.

Madison COUNTY

V. 2013 STOP-DWI REHABILITATION PLAN

REHABILITATION ACTIVITY BUDGET

(i) PERSONAL SERVICES

Do not include any portion of the STOP-DWI Program Administrative staff salaries unless they are employed in the Treatment Field.

Funded Position(s): List job title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
Alcohol/Substance Abuse Counselor	.50	\$ 19,948
		\$
		\$
		\$
Overtime		\$
Fringes		\$
Total Personal Services		\$ 19,948

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$
Supplies	\$
Training/Travel	\$
Contractual Services * *MUST Describe in detail below the contractor and services to be provided	\$
Other * (Describe in detail below)	\$
Total Other Than Personal Services	\$

Total Rehabilitation Budget (i) + (ii)	\$ 19,948
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Describe in detail/List the Equipment to be purchased:

Describe in detail/explain Contractual Services:

Describe in detail/explain "Other" Items:

Madison COUNTY

V. 2013 STOP-DWI REHABILITATION PLAN

REHABILITATION COMPONENT

Narrative – Please provide specific detail of the activities that will be funded in this area.

The Madison County STOP-DWI Program partially funds an alcohol counselor position within the ADAPT Program of the Madison County Mental Health Department. This counselor helps in the evaluation and treatment of clients generated by DWI arrests. The Courts and/or the Madison County D.A.'s Office may require that individuals arrested for DWI undergo an alcohol evaluation prior to case disposition and that the defendant complete any required treatment as a condition of their sentence.

This position speeds up the processing of DWI cases and ensures that those with persistent alcohol problems receive the treatment they require. These activities enforce the understanding that Drinking and Driving is a serious problem, often rooted in the psychological make-up of the offender and must be treated; thus, helping to reduce DWI incidents.

If the Madison County operated ADAPT Program is sub-contracted to a non-governmental entity (as is being considered,) STOP DWI will plan on negotiating a contract for similar services with the new provider.

Madison COUNTY

VI. 2013 STOP-DWI PUBLIC INFORMATION/EDUCATION PLAN

PUBLIC INFORMATION/EDUCATION ACTIVITY BUDGET

(i) PERSONAL SERVICES

* Do not include any portion of the STOP-DWI Program administrative staff salaries.

Funded Position(s): List job title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
		\$
		\$
		\$
		\$
Fringes		\$
Total Personal Services		\$

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$
Supplies	\$ 3,753
Training/Travel	\$ 900
Contractual Services* *MUST Describe in detail below the contractor and services to be provided	\$
Other* (Describe in detail below)	\$ 6,210
Total Other Than Personal Services	\$

Total Public Information/Education Budget (i) + (ii)	\$10,863
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Describe in detail/List the Equipment to be purchased:

Describe in detail/explain Contractual Services:

Describe in detail/explain "Other" items:

\$1,960 SADD Leadership Conference
50 Crash Survivor Assistance
2,900 Driving Spring Fling Conference
1,300 Safe Rides Program

Madison COUNTY

VI. 2013 STOP-DWI PUBLIC INFORMATION/EDUCATION PLAN

PUBLIC INFORMATION AND EDUCATION COMPONENT

Narrative – Please provide specific detail of the activities that will be funded in this area.

The STOP - DWI Program Coordinator provides presentations and programs to County Groups, and to County Schools relating to DWI and Impaired Driving from other sources as well.. On occasion, other speakers and resources may be used in making these presentations and providing programs to any community group who so requests.

Madison County STOP DWI offers an annual SADD Leadership Conference for all the SADD Chapters in our service area (includes: cost of hall rental, meals, speakers, and incidentals.) This effort is planned and carried out with the assistance of other organizations serving youth in Madison County.

Madison County STOP DWI continues to assist the local Law Enforcement Agencies with their community education programs, including: presentations, educational equipment, awards, and speakers.

The Coordinator provides victim assistance to those involved in alcohol related crashes, providing them with information and support appropriate to their individual grief/trauma/PTSD situation. In addition to one-on-one counseling, family counseling, and public presentations on this topic, STOP DWI provides a booklet developed for Madison County that answers some of the often pondered questions asked by victims/survivors and their immediate family and friends as a result of a DWI crash.

Victim/Survivor Impact Panels (VIP) are formally scheduled six times each year and average 25-30 participants per session. These VIP Programs are provided to DWI defendants when their sentence requires attendance at such a Panel (96% of attendees.) Others in the community for whom VIP attendance is advisable (including adjunct treatment to/for clients of the Madison County Mental Health Department, Probation Department, and the Drug and Family Courts) are offered the opportunity to attend this series of VIP Panels. VIP Panels are presented for community groups and as assembly programs at local high schools upon request. All attendees are asked to complete a pre and post test/questionnaire to assist in assessing the effectiveness of the panel presentations.

The education/community awareness efforts are providing positive results. Community members are becoming more aware of the issue of Alcohol: Use and Abuse in their communities; law enforcement agencies are networking with community representatives; and college/village issues as they relate to Alcohol and Substance Abuse are being discussed among and between college and village residents.. The Community Anti-drug Coalition (CADCA) formulated community collaboration is used as the model for these group discussions.

The STOP DWI Coordinator provides information and assistance to the local Chapter of ESRTA (Empire State Restaurant and Tavern Owners) assuring understanding of New York State's Dram Shop Laws and the professional tavern owner/employee's required role in curbing excessive drinking and drinking/driving activity. TIPS (Training for Intervention Procedures) will be encouraged for ESRTA members and for the public in Madison County.

STOP DWI offers a Safe Rides Program, which reimburses tavern owners/employees for the costs of providing a safe ride home alternative to their patrons who should not be driving because of excessive alcohol consumption.

Various educational/promotional materials and handout items are purchased and utilized to publicize the STOP – DWI Program. Madison County STOP DWI attends and displays at several community health fairs such as the Madison County Fair, and provides displays and educational exercises upon request at various other community functions.

The Madison County STOP – DWI Program is a member of the NYS STOP – DWI Coordinator’s Association for which yearly membership and attendance at training conferences are included in the 2013 Spending Plan. Through the purchase of area (Central-Upstate New York) media advertising, as well as local broadcast advertising (in conjunction with Public Service Announcements), the STOP DWI Program communicates anti-DWI messages to the public in its service area.

Madison COUNTY

VII. 2013 STOP-DWI ADMINISTRATION PLAN
ADMINISTRATION/EVALUATION BUDGET

(i) PERSONAL SERVICES:

List each STOP-DWI Program staff person and indicate full or part-time. Include total STOP-DWI program staff salaries on this page

Funded Position(s): List Job Title, Name of Employee, Agency, Full or Part Time Status	Percent Full Time Equivalent	TOTAL
STOP DWI Program Coordinator	.80	\$ 30,398
		\$
		\$
		\$
		\$
Overtime		\$
Fringes		\$ 15,110
Total Personal Services		\$ 45,508

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$
Supplies	\$ 1,605
Training/Travel	\$ 600
Overhead: Office Space, Maintenance Costs, Telephone Service, Utilities	\$ 1,658
Contractual Services * *MUST describe in detail below the contractor and services to be provided	\$
Indirect Cost Charge(s)	\$
Other * (Describe in detail below)	\$ 800
Total Other Than Personal Services	\$ 4,940

Total Administration Budget (i) + (ii)	\$50,448
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Describe in detail /explain Contractual Services:

Describe in detail/List the Equipment to be purchased:

Describe in detail/explain "Other" items:

\$800 -- NYS STOP DWI Coordinators' Association dues.

Madison COUNTY

VII. 2013 STOP-DWI ADMINISTRATION PLAN ADMINISTRATION/EVALUATION COMPONENT

Narrative – Please provide specific detail of the activities that will be funded in this area.

A. Administration

The Madison County STOP-DWI Coordinator works a four day week (thirty hours). Since there is no immediate support services attached to the program, he provides his own preparation of materials, correspondence, and is responsible for: a) the maintenance of the records of the STOP DWI Program; b) the daily administration of on-going projects including the preparation and submission of all requisitions and vouchers for payment of program expenses; c) evaluation of existing programs and of new situations as they develop; d) the development of recommendations -- including the Annual STOP DWI Plan and Annual Year-End Report -- presented to the Board of Supervisors, through the Criminal Justice Committee; and, e) action initiatives, both new and old programs, as directed by that body, and as suggested by community input.

The Coordinator represents the Madison County STOP – DWI Program, both publicly and within the Madison County Administration and within County Law Enforcement circles, meeting regularly with the Madison County Law Enforcement Executives group. He encourages and provides support for collaborative community service initiatives that deal with alcohol and substance abuse and with drinking/driving behavior and its aftermath. He attempts to coordinate and enhance the activities of the various organizations within Madison County, bringing focus on the issues of DWI and Impaired Driving from all sources through education and public speaking/presentations. He promotes education and community involvement to discourage Drunk/Impaired Driving and repetitive Drunk/Impaired Driving . Through these activities he educates the public about Alcoholism and Substance Abuse as one of the causes of Drunk Driving and about the tremendous toll on the County's population and resources that result from these activities.

He schedules, coordinates, and moderates the DWI Survivors'/Victims' Impact Panels and evaluates the effectiveness of these panels through the analysis of pre-post questionnaires required of all attendees. Data from this instrument is analyzed and the results are shared with the Madison County Offices that send individuals to the panels. Attendance records are maintained and Certificates of Attendance are provided, upon request, for attendees who need to verify their attendance to their counselor, Probation Officer, or to the Court.

The Madison County DWI arrest, sentencing, and alcohol accident data are reviewed and analyzed by the STOP DWI Coordinator and Court officials, law enforcement officials and County administrators are advised of any significant changes or patterns detected. He meets with the District Attorney, Probation Director, Director of the Mental Health Department, and the Sheriff to discuss various ways to improve coordination and services. Upon occasion, he provides information and data to the public news media in accord with County policies.

Data from the New York Department of Criminal Justice Services on the Last Drink Location of DWI defendants is distributed to all law enforcement agencies as well as to members of the Madison County Chapter of the Empire State Restaurant and Tavern Owners' Association. The Safe Rides Program is co-offered in conjunction with this Association and its members are encouraged by STOP DWI to utilize TIPS Training for their staffs.

The STOP DWI Coordinator serves on the Community Board of Madison County Promise and is an active member of the Drug Free Task Force. He has been an advisor to the Madison County Fair Board about including a "Beer Tent" as part of the Fair's offering; has advised several School Districts about their yearlong Alcohol and Drug Awareness Programs; has been a voice in support of Social Host Laws in Madison County; and has provided press awareness training, press releases, and has been interviewed by radio and Television outlets about topics of DWI interest. As required by the enabling legislation, he served as a key resource in the development of the Madison County Ignition Interlock Plan for which he continues to collect data, prepare DCJS/OPCA reports, and submit vouchers for reimbursement under the DCJS/GTSC grant, and has advised the Board of Supervisors about periodically convening the County IID Committee, and when to advocate for appropriate statewide actions in support of DWI and associated matters.

B. Evaluation:

The Criminal Justice Committee of the Board of Supervisors meets at least monthly with the STOP DWI Coordinator. They assist him in developing goals for the coming period (usually each budget year) and review his progress in attaining those goals. The Coordinator provides monthly written reports of his activities and makes recommendations to the Committee regarding activities of the program. When necessary, he presents to the Committee and advises its members regarding actions that should be taken by the Board of Supervisors with respect to Drinking/Driving, Alcohol and Substance Abuse use and related issues, when these activities could affect the public and traffic safety.

In accord with the Practices and Procedures of Madison County, the Criminal Justice Committee oversees the administration of the program and its expenditures. The Committee receives the Coordinator's recommendation for the STOP DWI Program's upcoming annual budget. When agreement has been reached, the Committee moves the adoption of the Budget which is then presented to the Board of Supervisors for final inclusion in the Madison County Yearly Budget. During the budget year, any changes to the budget must be approved by the Committee and forwarded with recommendations to the full Board of Supervisors. In addition to the administrative requirements for the Program, the annual County budget process gives the Committee ample opportunity to supervise and evaluate the Coordinator's work performance. As necessary, specific suggestions and requirements are made by the Committee in its supervision/ evaluation of the Coordinator.

As a County government Department Head, the STOP DWI Coordinator meets both formally and informally with the County Administrator. The County Administrator and the Criminal Justice Committee evaluate the Coordinator on a yearly basis, using the Madison County Performance Appraisal Program.

Each program component identified in the Budget/Spending Plan (above) provides the specific rationale for that component. In and through the Coordinator's analysis and collection of data, the effectiveness of individual components of the STOP DWI Program is evaluated. Components that do not contribute to the overall goal of diminishing DWI behavior through education and enforcement are changed, improved, or eliminated and the resources used for such programs are re-directed to other areas within the STOP DWI Program.

The Governor's Traffic Safety Committee (GTSC) and the New York State STOP DWI Coordinators' Association provide best practice information and recommendations to individual County STOP DWI Programs, including the Madison County STOP DWI Program. The GTSC also provides budgetary supervision of the Program. Adherence to and success with best practices programs and recommendations demonstrates to a large extent the effectiveness of the STOP DWI Program at the local level and at the same time informs the Criminal Justice Committee on the administration and direction of Madison County's STOP DWI Program.



ANDREW M. CUOMO
Governor

STATE OF NEW YORK
GOVERNOR'S TRAFFIC SAFETY COMMITTEE
DEPARTMENT OF MOTOR VEHICLES



BARBARA J. FIALA
Chair

September 4, 2012

Ms. Denise Cashmere
Project Director/Grant Administrator
New York State STOP-DWI Foundation
949 Pearse Road
Niskayuna, New York 12309-2943

Re: HS1-2013-NYS STOP-DWI Found.-00175-(088)
STOP-DWI CRACKDOWN ENFORCEMENT
DMV01-C002044-3700393
EFFECTIVE DATE: October 1, 2012

Dear Ms. Cashmere:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the New York State STOP-DWI Foundation has been awarded \$1,275,443 to participate in the New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads.

The enclosed contracts must be received by our office no later than October 19, 2012. If we have not heard from the New York State STOP-DWI Foundation to the contrary, or if the contracts are not received by this date, the contract will be suspended effective October 20 - December 4, 2012. Contracts will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State's Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Barbara J. Fiala
Chair and
Commissioner of Motor Vehicles

BJF:et
Enclosure
cc: Barry Weiss ✓
Drusilla Malavase

Chris Lawrence

From: Denise Cashmere [cashmere0606@gmail.com]
Sent: Wednesday, September 19, 2012 12:22 PM
To: Thompson, Kerry; Edwards, Linda S.; BCStopDWI; lhoskins@cayugacounty.us; Grebleski, Colleen; Mercier, Frank; Stopdwi; Sullivan, John; Sheryl Hutton; sheriffyork@co.livingston.ny.us; Stephen Goodfriend; Peggy Duffy; Mistrion, Christopher M; Marion, Christopher H.; Gregory Schuey; Barry Weiss; Dru Malavase; Sheriff Richard J. Devlin Jr.; Lighthall, Robert; Gordon, James; Kelly Cook; Robert J. Hamilton; richard.finn@suffolkcountyny.gov; Michelle Barber; Miller, Patti; John Winchell; DWI- Stop DWI; vjp3; Leslie Chernin
Cc: Jeanette Maikels; Craig Whitten
Subject: ANNOUNCEMENT 2013 CRACKDOWN FUNDING
Attachments: Award Letter Crackdown 2013.pdf; County Allocations Final.xlsx; 2013 grant polices Final.docx; Enforcement Personnel Sheet.doc; ENFORCEMENT Detail Report.docx

The NYS STOP-DWI Foundation is pleased to announce that the NYS Governor's Traffic Safety Committee has awarded us the grant for the STOP-DWI CRACKDOWN ENFORCEMENT for the fiscal year 2012/13.
Award Letter

**As a County STOP-DWI Program that provided application for this grant please read the following information carefully:
(All items in green are attached)**

1. The **County Allocation Table** outlines the specific amount of money that your county has been awarded for both crackdown enforcement hours and DRE call outs. These two categories must be distinct when providing documentation for reimbursement. We believe that the award letter and this table should be sufficient for your County governments to appropriately set up acceptance of the grant monies. If you need any additional information please contact the Grant Administrator, Denise Cashmere.
2. All **Grant Polices** must be followed, please refer to this to adhere to the guidelines.
3. All enforcement hours must be submitted on the **Enforcement Personnel Sheet (PS-1)**; one sheet per department per crackdown with a summary total to be paid to the County STOP-DWI Program. Please note the grant number is included and must appear on all sheets. Each crackdown must also include one **Enforcement Detail Report** summary.
4. In addition to enforcement hours the grant also included monies to purchase two STOP-DWI Checkpoint Signs for each County. These signs will be the same as those purchased through a pilot program this year and conform to the Manual on Uniform Traffic Control Devices (MUTCD) . Denise Cashmere will be making these purchases and will have them shipped to you directly. Therefore, please send her your **appropriate shipping address** as for many it differs from your mailing address. Additional information will be supplied as soon as the signs are ordered.
5. GTSC has issued a reminder that Counties should include this expected grant related

revenue in their STOP-DWI Plan when submitted-- under 2013 Plan income line "Subtotal Other Sources of Revenue": Also, when the funds are received, the amount should be reflected in the STOP-DWI fiscal reports.

One last note, we realize that it does take some counties a length of time to move forward with legislative paperwork. If this delay results in an inability to participate in one of the earlier Crackdowns, please inform the Grant Administrator of such. You will be able to utilize the funding at subsequent Crackdowns.

Should you have any questions or need additional information, please contact Denise Cashmere through email or at (518) 377-0178.

Please acknowledge this announcement with a return email to cashmere0606@gmail.com to assure receipt of the grant announcement.

Barry Weiss, Chairman
Denise Cashmere, Grant Administrator
NYS STOP-DWI Foundation



NYS STOP-DWI Foundation

2013 Grant Policies for High Visibility Road Checks/Saturation
Patrols/DRE Call out
During New York Crackdown Dates

Crackdowns Project:

1. GTSC will only entertain one grant per county which must be submitted by the County STOP-DWI Coordinator to the NYS STOP-DWI Foundation.
2. You can apply for funding to participate in as many of the DWI crackdowns you wish.
3. GTSC funding can ONLY be used during the crackdown dates.
4. These details must be cooperative, multi-agency efforts.
5. All activities/expenses must be reported to the county STOP-DWI Coordinator within 30 days of the detail. (Forms will be provided)
6. You must do a press release or have a press conference about each detail for which you are funded.

To receive reimbursement for the checkpoint/saturation patrols you must provide the following to the Grant Administrator:

1. The STOP-DWI Coordinator must submit Enforcement Personnel Sheets (PS-1) for each department which participated in the crackdown. The PS-1 sheets must be completed by the enforcement agency and signed by a supervisor of the agency.
2. The STOP-DWI Coordinator must submit one expense total for each crackdown. Reimbursement under the grant will be payable to the County STOP-DWI Program
3. Each police agency will complete a detail activity sheet for each crackdown. The STOP-DWI Coordinator will then submit one summary sheet for the County to the GTSC.

DRE Call OUTS:

1. To apply for this portion of the funding you must have certified DRE's in your county other than the State Police. (The SP have their own grant)
2. GTSC will reimburse the actual hourly rate and hours that the officer was called out up to a maximum of 4 hours per call out. Use the PS-1 sheet signed by the DRE's supervisor.
3. Before a DRE can be called out, the following must occur.
 - o The arresting officer must have completed his entire SFST field test and see signs of impairment.
 - o The officer must administer a breathalyzer test to determine the subject's BAC.
 - o If the subject has a BAC of .16 or higher there is no reason to call a DRE. If the subject refuses the test and you think drugs may be involved you should consult with a DRE.
 - o The only exception to this would be for serious injuries or fatal crash.

To receive reimbursement for a call out you must provide the following:

1. Submit a copy of the breathalyzer ticket or refusal form.
2. Copy of the DRE Face Sheet and the narrative.
3. Copy of the lab submission form.

Madison County Public Safety Meeting



Agenda Topics

9/21/12

Radio Issues:

- Status report on Project to Upgrade Public Safety Communication System:
 - Review of Project Completion Schedule /Timeline
 - Vineall Ambulance User Agreement and Resolution reviewed by Tina Wayland-Smith Esq. (*see attached*)
 - Developments of Verizon Wireless renting space at Site #5 FN2 -

[REDACTED]

[REDACTED]

[REDACTED]

Operational:

- Sept. 12th Start of Fire Department Training on the New Radio system.
- Sept. 18th met with Budget Committee on 2013 Budget. Only increase in Budget was request for \$540,000 for CAD and RMS system. Left out of Budget Request for 2013; decommission of old radio towers, 911 Recording System (2005), 911 Phone System (2005), 24/7 Chairs.

DRAFT

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO
IMPLEMENT A INTEROPERABLE COMMUNICATIONS SYSTEM AGREEMENT
WITH VINEALL AMBULANCE TO ADHERE TO WHILE USING THE COUNTY'S
PUBLIC SAFETY RADIO COMMUNICATION SYSTEM**

WHEREAS, Madison County operates a Department of Emergency Communications, which is headed by the Director of E-911, who, among other things, is responsible for administering the operation of a county-wide emergency communications center; and

WHEREAS, the Madison County Interoperable Communications System ("MCICS") is an integrated system of equipment and facilities necessary for the provision of county-wide emergency communication services; and

WHEREAS, to provide for the safety and protection of the public and public safety responders, and to maintain the integrity of the MCICS, it is necessary to establish procedures for the use of the MCICS; and

WHEREAS, User has an Certificate of Need (CON) to operate an ambulance service in the City of Oneida and the Town of Stockbridge, as shown in the attached Exhibit B ("Territory"); and

WHEREAS, User is the only service certified to cover such Territory; and

WHEREAS, facilitating the provision of ambulance services to the City of Oneida and the Town of Stockbridge is a public purpose as acknowledged by General Municipal Law §122-b, and is something necessary for the common good and general welfare of people of the County; and

WHEREAS, the County to assure the continued provision of ambulance services to the Territory and, given that clear and direct communications by and among dispatches and responders is essential for the public good, is prepared to lease to User certain radio equipment at 10% of the total cost as detailed in Exhibit A and provide to User access to MCICS under the terms and conditions set forth herein;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman of the Board be and hereby is authorized to execute this Interoperable Communication System Agreement with Vineall Ambulance.

DATED: October 9, 2012

Darrin P. Ball, Chairman
Criminal Justice, Public Safety and
Telecommunications Committee

Interoperable Communications System Agreement

The parties to this Agreement shall be the County of Madison, a municipal corporation of the State of New York, by John M. Becker, its County Chairman of the Board (hereinafter "County") and Vineall Ambulance, Inc., with its principal offices located at PO Box 85, 317 Sconodda Street, Oneida, New York 13421 (hereinafter "User").

Witnesseth:

WHEREAS, Madison County operates a Department of Emergency Communications, which is headed by the Director of E-911, who, among other things, is responsible for administering the operation of a county-wide emergency communications center; and

WHEREAS, the Madison County Interoperable Communications System ("MCICS") is an integrated system of equipment and facilities necessary for the provision of county-wide emergency communication services; and

WHEREAS, to provide for the safety and protection of the public and public safety responders, and to maintain the integrity of the MCICS, it is necessary to establish procedures for the use of the MCICS;

WHEREAS, User has a Certificate of Need (CON) to operate an ambulance service in the City of Oneida and the Town of Stockbridge, as shown in the attached Exhibit B ("Territory"); and

WHEREAS, User is the only service certified to cover such Territory; and

WHEREAS, facilitating the provision of ambulance services to the City of Oneida and the Town of Stockbridge is a public purpose as acknowledged by General Municipal Law §122-b, and is something necessary for the common good and general welfare of people of the County; and

WHEREAS, the County to assure the continued provision of ambulance services to the Territory and, given that clear and direct communications by and among dispatches and responders is essential for the public good, is prepared to lease to User certain radio equipment and provide to User access MCICS under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the benefits conferred and obligations incurred herein, the parties do mutually agree as follows:

- Purpose:** The MCICS is a system for providing emergency communication services, coordinated and operated by the County, which system includes, but is not limited to, communication towers, base stations, antennas, system controllers, equipment shelters, system frequencies, and subscriber radio equipment. The County hereby grants User access to the MCICS for the purpose of providing emergency communication services, subject to the terms of this Agreement.
- Term:** This Agreement shall take effect on _____, and shall be for a term of five years. Thereafter, this Agreement shall be automatically renewed without further action of the parties for three additional five year terms. Either party may terminate this Agreement by providing written notice, as provided for herein, at least sixty (60) days prior to the end of any five year term. Either party may terminate this Agreement for cause at any time, provided, however, that the party seeking to terminate shall provide written notice stating the cause and shall provide the other party thirty days to cure. Upon termination of this Agreement, unless otherwise authorized by the Director E-911, User agrees to remove any MCICS talk groups and frequencies from User's equipment at User's expense.

3. Obligations of the Parties:

3.1 - **PROVISION OF AMBULANCE SERVICES** – User hereby agrees to maintain its Certificate of Need (CON) and provide ambulance services to the Territory within the CON at no charge to the County, City of Oneida or the Town of Stockbridge.

3.2 - **OWNERSHIP AND USE OF RADIO EQUIPMENT** – In consideration of the provision of service as set forth in paragraph 3.1 and the lease payment provided for in Exhibit A, the County hereby leases the radio equipment listed on Exhibit A (hereinafter "County-assigned equipment"), attached hereto and made a part hereof, and grants to User the rights to use and operate such equipment. The County shall own such equipment for a period of twenty years from the date hereof and upon the expiration of said twenty year period User can exercise a right to purchase such equipment at fair market value. User shall have no right to sell or assign the right to use or transfer such equipment without prior approval of the Director E-911 during this lease term. User agrees to repair and replace the County-assigned equipment under the terms of the warranty, as provided for in §3.3 of the Agreement. Following the expiration of the manufacturer's warranties User agrees to repair and/or replace any broken or lost equipment at User's expense. If for any reason, User fails to use such equipment, User shall notify the County Director E-911 and if requested by the Director E-911, shall return such equipment to the County in working order within 30days of the request of the Director.

In the event User shall during the first ten (10) years hereof (1) cease to provide ambulance services to the Territory or (2) impose a charge to the County, City of Oneida or Town of Stockbridge for the provision of such services, User shall immediately pay to the County a sum equal to difference between the Total Value and Total Lease Payment as set forth in Exhibit A. Should such termination or charge occur after ten (10) years but before the twentieth (20th) year, user shall pay a sum equal to _____ % of the difference between the Total Value and Total Lease Payment

User shall use the Station Siren Alert as the method of alerting for all Madison County Emergency Service Calls that are dispatched by the Madison County 911 Center for simulcast alerting while accessing the Madison County Interoperable Communications System ("MCICS").

3.3 - **HOLD HARMLESS** – Regarding the operations and responsibilities concerning this Agreement, Vineall Ambulance further covenants and agrees to indemnify, defend and hold harmless the County of Madison, its elected officials, officers, agents and employees from and against any and all loss or expense including, but not limited to reasonable attorney's fees (collectively, "damages") that may arise by reason of liability or damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or in equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on part of Vineall Ambulance, its employees or agents to the extent and in the proportion that Vineall Ambulance or its subcontractor's culpable conduct or negligent omission is the cause of the damages.

1. **LEGAL COMPLIANCE** – The User agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. Further, User agrees to comply with the rules and regulations of the County. Further, attached is the County's Medicaid Corporate Compliance Plan, regarding the County's compliance with relevant Federal and State fraud and abuse laws (or, the County's Compliance Plan can be reviewed at www.madisoncounty.org/corporate_compliance_plan.pdf, or a copy can be obtained by contacting Mr. Eric Faisst, Corporate Compliance officer at 315-366-22501.) The User agrees to abide by the terms of this Plan when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of the Plan or given access to the Plan. Furthermore, County strongly encourages all healthcare providers contracting with County to implement their own compliance program which addresses each of the seven elements of compliance recommended by the Office of the Inspector General, as well as the eight elements as

recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

2. **Exclusion Screening Statement for contracts:** Madison County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor. The County will also verify that entities and businesses that provide and/or perform services for County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs. By signing this contract, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

3.4 – **INSURANCE** - Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:

- (a) Workers Compensation Insurance with statutory limits and employers liability coverage of not less than \$500,000.
- (b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following:
 1. Premises and operations liability
 2. Contractual liability
 3. Products/complete operations
 4. Personal & advertising injury
 5. Independent contractor's liability.
- (c) Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 (Combined Single Limit for Bodily Injury and Property Damage).
- (d) Umbrella or Excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000.
- (e) Disability Benefits-New York State Statutory Requirements.
- (f) Fire, Theft and other Casualty Insurance for replacement cost value of all furniture, equipment and appliances inventoried and deemed the property of County, State or Federal government.

If Contractor fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by County, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

The required insurance policies shall be endorsed to include Madison County, its representatives, agents, servants, employees, officers, departments and authorities as additional insured's, with such policies to provide that the additional insured coverage is primary and non-contributory.

Also, to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be _____, located in the County Office Building, Wampsville, NY 13163, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

All insurance required to be carried by Contractor shall be issued by a Company licensed to conduct business in the State of New York rated by A.M. Best with a minimum Class "IX" or higher as to financial rating and "A" (Excellent) as to policyholder rating. The form of such policies and insuring Company must be satisfactory to County as determined by the Certificate of Insurance Holder or County Attorney.

Upon request of the Certificate of Insurance Holder or County Attorney, certified copies of the policies shall be delivered to the County, with evidence satisfactory to the Certificate Holder or County Attorney of the payment of the full premiums on the policies.

3.5 - **PAYMENT** – The County has bonded debt costs associated with the purchase of the County-assigned equipment and contractual obligations in connection with FCC rebanding. As such, the County agrees to provide the use of County-assigned equipment listed on Exhibit A to User without charge therefore.

3.6 - **EQUIPMENT MAINTENANCE** - User is responsible for the operational integrity and compatibility of all County-assigned equipment, as well as any User-owned subscriber equipment (i.e. portables, mobiles, vehicular repeaters, and control stations, intercoms, headsets and all other related peripheral accessories) that interfaces with the MCICS. User shall, at its own cost and expense, maintain all such equipment in proper working order in accordance with factory and MCICS specifications and cause all replacements, hardware or software upgrades or modifications, and repairs to be timely made to any such equipment that interfaces with the MCICS. User will notify the Director of E-911 of any equipment "off line" for repair. To ensure system integrity, User shall use only a factory-authorized radio service shop(s), approved by the Director E-911, to perform the maintenance, upgrading, modification, or repair of such equipment. With respect to County-assigned equipment, User agrees to provide for the repair and/or replacement of such equipment through the warranty to the extent covered by said warranty. Upon expiration of said warranty, User shall continue to maintain such equipment in full working order at User's expense during the term of this agreement.

3.7 - **USE OF ADDITIONAL EQUIPMENT AND ACCESSORIES** - The Director E-911 shall maintain a list of approved subscriber equipment, required options and feature sets, and related peripheral accessories, and User agrees to use only approved equipment while accessing the MCICS. User shall not assign new subscriber equipment to the network or add an accessory to an MCICS radio unless the make, model, options, and feature sets of the equipment/accessory have been approved by the Director E-911. User may request that a particular radio or accessory be added to the list of approved equipment/accessories by providing the make and model number of the item as well as sufficient technical details to allow the Director E-911 to determine if the equipment is compatible with the MCICS network and its critical operating features. User is advised that some MCICS feature sets (e.g. Advanced Digital Privacy encryption) may be proprietary to a particular vendor and may not properly interface with the MCICS. User is further advised that the use of unapproved equipment or accessories may adversely affect the MCICS system.

3.8 - **EQUIPMENT PROGRAMMING** – The programming or reprogramming of any piece of radio equipment, including County-assigned equipment that interfaces with the MCICS must occur through the use of designated authorized programming vendors and/or technicians. The Director E-911 must approve in writing any programming or reprogramming to include the addition of non-MCICS licensed

frequencies on such equipment, and such programming or reprogramming must be done by a County-approved vendor or technician.

3.9 - **SYSTEM FEATURES** - User may request the Director E-911 to make changes to feature sets and talk groups. The Director E-911, upon consultation with the County Fire Coordinator and/or County Undersheriff and Assistant Director E-911, will consider whether there is a demonstrated need for such change together with the potential impact of such on the network as a whole and for the other system subscribers. The Director E-911 will have the final approval/disapproval of all proposed changes.

3.10 - **SYSTEM KEYS** – The Director E-911 may, at his or her discretion, make system keys available to User for purposes of accessing and changing radio programming settings. System keys shall remain the property of the County, and User shall return any system keys upon the request of the Director. User shall not copy or transfer system keys to any entity without the prior written authorization of the Director. Any transfer of system keys will be considered a breach of this agreement, resulting in the termination of the use of the MCICS as outlined in §3.9 of this agreement.

3.11 - **SYSTEM USE** - User agrees to use the MCICS and maintain its County-assigned or User-owned or leased radio equipment in accordance with FCC rules and regulations and in accordance with MCICS policies and procedures. User agrees to use only those frequencies authorized by the County and further agrees to use the MCICS in a professional manner for Madison County Emergency calls only, which purposes are to be limited to dispatching and response within or related to services provided within the Territory. User shall attempt no repairs to county equipment unless authorized and shall not attempt to program or re-program equipment from the county or any source without the prior authorization of the Director.

3.12 - **FAILURE TO COMPLY** – The Director may, at his or her sole discretion, terminate User's IP address and remove the User-owned or leased subscriber equipment from the MCICS for failure to comply with the terms of this Agreement; and reactivate User upon demonstration of compliance.

4. **Liability**: In no event shall the County be liable to User or to any third party who acts in reliance on User for any damages resulting from this Agreement, including indirect, incidental, special or consequential. This limitation includes damages attributed to any malfunction of the MCICS system, regardless of the cause of action, arising out of or connection with a party's performance. In this regard, Vineall Ambulance further covenants and agrees to indemnify, defend and hold harmless the County of Madison, its elected officials, officers, agents and employees from and against any and all loss or expense including, but not limited to reasonable attorney's fees (collectively, "damages") that may arise by reason of liability or damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or in equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on part of Vineall Ambulance, its employees or agents to the extent and in the proportion that Vineall Ambulance or its subcontractor's culpable conduct or negligent omission is the cause of the damages brought by any third party.
5. **System Governance**: The Board of Supervisors shall establish policies and procedures for access to MCICS and for the operation of the MCICS, which policies and procedures shall be adopted after consultation with the Director E-911, County Fire Coordinator and/or County Undersheriff and Assistant Director E-911. The County agrees to make such policies and procedures available to User by mailing a written copy thereof and/or by posting them on the Madison County website. Users may request changes to the MCICS policies and procedures by submitting such request to the Director. Final approval of such changes remains with the Board of Supervisors.

6. **Assignment:** User agrees that it shall not assign, transfer, and convey any radio equipment or frequency access without the prior express written consent of the Board of Supervisors.
7. **Statutory Compliance:** In acceptance of this Agreement, User agrees to comply in all respects with all Federal, State, and County laws and regulations which pertain to the services provided herein.
8. **Appropriations:** It is understood by and between the parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement. No liability on account thereof shall be incurred by the County beyond funds appropriated and available for the purpose of this Agreement.
9. **Retention of Records:** User agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.
10. **Acceptance of Substituted Service:** The User hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).
11. **Termination of Lease; Dissolution or Termination of Services:** Should this lease terminate or User dissolve under the provisions of state law and cease to exist as a business corporation or cease providing ambulance services in the Territory, any equipment provided by the county shall be returned to the Director within thirty (30) days of such event.
12. **Personal Use Prohibited:** The User understands and agrees that the equipment provided hereunder and the frequencies owned by the county are for Fire, EMS, and Police, Public Service and/or municipal use only. Inconsistent uses shall constitute a breach of this agreement and may constitute a crime.
13. **No Arbitration:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the Board of County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Madison County or, if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse division.
14. **Governing Law:** This Agreement shall be governed by the laws of the State of New York. User shall abide by all applicable federal, state and local laws, rules and regulations pertaining to the User's obligations hereunder for the duration of this agreement.
15. **Contract Modifications:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both parties, except as otherwise provided in this Agreement.
16. **Severability:** 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. **Clauses Required by Law:** The parties to this Agreement 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. If through mistake or inadvertence, such provision is not inserted; such provision shall be deemed to have been inserted and shall have the full force and effect of law.

18. **Notices:** Notices provided for in this Agreement shall be delivered by mail to the following:

For Madison County:
Director E-911
Madison County Emergency Communications (E-911)
138 North Court Street
Wampsville, NY 13163

For User:
William H. Vineall, President
Vineall Ambulance, Inc.
PO Box 85
317 Sconodoa Street
Oneida, NY 13421

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the date and year hereafter written:

Dated: _____

County of Madison

By: _____

John M. Becker, Chairman of the Board of Supervisors

Dated: _____

Vineall Ambulance, Inc.

By: _____

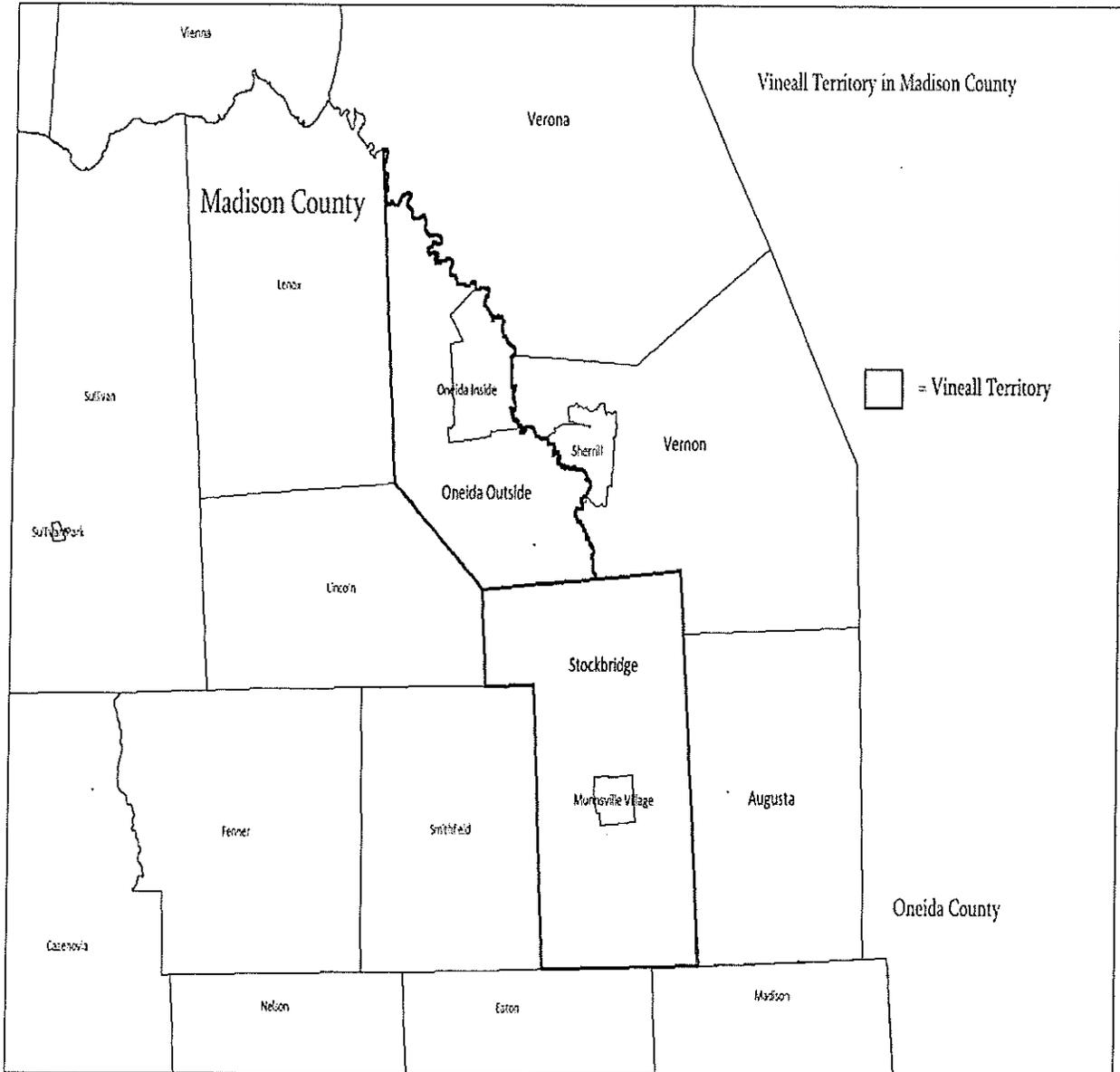
William H. Vineall, President

Exhibit A

The County shall provide User with the following pieces of radio equipment for use with the Madison County Interoperable Communications System ("MCICS").

<u>Equipment</u>	<u>Cost</u>	<u>Units</u>	<u>Total Value</u>	<u>Lease Payment</u>
XTS 15000 450-520 MHz Portable	\$1,623.00	_____	_____	_____
XTL 1500 Mobile 10.45 Watt	\$2,566.00	_____	_____	_____
Pager Minitor V	\$450.00	_____	_____	_____
Quick Call II Station Siren Alert Package	\$1,065.00	_____	_____	_____
Portable Charger Single - Unit	\$123.75	_____	_____	_____
Microphone	\$67.00	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Value				_____
Total one time lease payment, due on execution of this agreement				_____

Exhibit B
Vineall Service Territory in Madison County



AGENDA

CRIMINAL JUSTICE COMMITTEE MEETING AGENDA ITEMS FOR SHERIFF ALLEN RILEY

September 21, 2012

Resolutions:

- Authorizing Participation in a Federal Distracted Driving Grant and Modifying the 2012 County Budget
- Authorizing the Chairman to Enter into an Agreement with NYS-DOCS Cooks/Chill Program

Other Matters:

- Personnel Issues

Authorizing Participation in a Federal Distracted Driving Grant and Modifying the 2012 County Budget

WHEREAS, Madison County has been awarded a Federal Distracted Driving Grant through the New York State Governor's Traffic Safety Committee; and

WHEREAS, the Federal awards grant is identified as follows;

Awarding Agency: National Highway Safety Administration
 Pass-through Agency: NYS Governor's Traffic Safety Committee
 Catalog of Federal Domestic Assistance: #20.600
 Program Name: Distracted Driving and Slow Moving Vehicle
 Award Year: October 1, 2012 through September 30, 2013
 Federal Funds Percentage: 100%
 Grant No.: HS1-2013-Madison Co SO -00006-(027)
 Total Grant Amount: \$22,510.00, and

WHEREAS, the funding agencies have approved the following budget for this project during the project year 10/1/12 – 9/30/13

**General Fund
 3111 Sheriff Department-Traffic Safety Coord Grant**

<u>Expense</u>	<u>From</u>	<u>To</u>	
A3111.112	Personal Services Distracted Driving 2012-13	\$ 0	\$19,000
A3111.4101	Commodities 2012-13	0	1,000
A3111.411	Travel-Conference & Seminar Expense 2012-13	0	1,000
A3111.810	Allocation of Fringe Benefits	0	<u>1,510</u>
	Control Total		<u>\$22,510</u>
<u>Revenue</u>			
A4389.3520	Federal Aid Distracted Driving – 2012-13	\$ 0	\$22,510
	Control Total		<u>\$22,510</u>
	Net Cost to the County		<u>\$ 0</u>

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Board is hereby authorized to execute the necessary documents to finalize receipt of the grant; and,

BE IT FURTHER RESOLVED, that the adopted 2012 County Budget be modified in accordance with this grant.

Dated: October 9, 2012

 Darrin P. Ball, Chairman
 Criminal Justice, Public Safety and
 Telecommunications Committee

 John A. Reinhardt, Chairman
 Finance Ways and Means Committee

DRAFT

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT
WITH NYS-DOCS COOKS/CHILL PROGRAM**

WHEREAS, the Madison County Sheriff's Office wishes to enter into an agreement to procure food products from the New York State Department of Correctional Services' Office of Nutritional Services located in Rome, New York; and

WHEREAS, DOCS will provide food products as requested by the Madison County Jail that are standard production items processed consistent with DOCS menu items and DOCS transportation staff will deliver food products to Madison County Sheriff's on a weekly basis; and

WHEREAS, the term of this agreement shall be from January 1, 2013 until December 31, 2017; and

WHEREAS, this agreement has been reviewed and approved by the Criminal Justice, Public Safety and Telecommunications Committee; and

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Madison County Board of Supervisors be and he is hereby authorized to enter into agreement with NYS Department of Correctional Services' Office of Nutritional Services, a copy of which is on file with the Clerk of the Board.

Dated: October 9, 2012

Darrin P. Ball, Chairman
Criminal Justice, Public Safety and
Telecommunications Committee

DRAFT

RESOLUTION NO. _____

MODIFYING THE 2012 ADOPTED COUNTY BUDGET

RESOLVED, that the 2012 Adopted County Budget be modified as follows:

General Fund

1170 Public Defender Service
Expense

	<u>From</u>	<u>To</u>
A1170.4218 Assigned Counsel Criminal Court-Fees	155,000	150,000
A1170.42181 Assigned Counsel Criminal Court-Disbursements	23,000	28,000
A1170.4219 Assigned Counsel Family Court Fees	245,000	240,000
A1170.42191 Assigned Counsel Family Court Disbursements	7,500	12,500
Control Totals:	<u>\$430,500</u>	<u>\$430,500</u>

DATED: October 9, 2012

Darrin P. Ball, Chairman
Criminal Justice, Public Safety and
Telecommunications Committee

John A. Reinhardt, Chairman
Finance, Ways and Means Committee

DRAFT

RESOLUTION NO. _____

**REAPPOINTING MEMBERS TO THE MADISON COUNTY
TRAFFIC SAFETY BOARD**

RESOLVED, that F. Joseph Wisinski of Canastota, NY be and he is hereby reappointed to the Madison County Traffic Safety Board for a three (3) year term commencing on August 8, 2012 and expiring on August 7, 2015; and

BE IT FURTHER RESOLVED, that Joseph Slivinski of Wampsville, NY and Robert Young of Cazenovia, NY be and they are hereby reappointed to the Madison County Traffic Safety Board for a three (3) year terms each commencing on October 14, 2012 and expiring on October 13, 2015.

DATED: October 9, 2012

**Darrin P. Ball, Chairman
Criminal Justice, Public Safety and
Telecommunications Committee**

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2012 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2012 Adopted County budget be modified as follows:

General Fund

3410 Fire Control - Emergency Preparedness

Expense

	<u>From</u>	<u>To</u>
A3410.4270 Training Tower Rental	\$ 1,000	\$ 2,000
A3410.44207Deputies & Instructors	<u>10,800</u>	<u>9,800</u>
Control Totals	<u>\$11,800</u>	<u>\$11,800</u>

Dated: October 9, 2012

Darrin Ball, Chairman
Criminal Justice, Public Safety and
Telecommunications Committee

John A. Reinhardt, Chairman
Finance, Ways and Means Committee