

## **Oneida County STOP-DWI Program High Visibility Engagement Campaigns Agreement**

This Agreement (“Agreement”) is made by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, including its STOP-DWI Program (collectively, “the County”), and the Village of New York Mills, a municipal corporation existing under the laws of the State of New York, having offices at 3 Maple Street, Village (“the village”).

WHEREAS, the County operates a STOP-DWI program, the mission of which is the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the Village wishes to promote the County’s STOP-DWI Program; and

WHEREAS, the County has received a grant from the New York State STOP-DWI Foundation to support its participation in the current statewide STOP-DWI High Visibility Engagement Campaigns initiative; and

WHEREAS, the Village has expressed its willingness, ability and desire for its Police Department (“NYMPD”) to participate in the County’s STOP–DWI High Visibility Engagement Campaigns;

NOW, THEREFORE, the Parties agree as follows:

**1. Scope of Services.** The Village’s NYMPD shall participate in the County’s STOP-DWI High Visibility Engagement Campaigns on dates specified by the New York State STOP-DWI Foundation which are communicated by the County’s STOP-DWI Program coordinator to the NYMPD.

**2. Term.** This Agreement shall begin on October 1, 2024 and end on September 30, 2025.

**3. Fee.**

a. The County shall reimburse the City up to the sum of two thousand nine hundred fifty eight dollars and ninety two cents (\$2,958.92) for NYMPD’s participation in the County’s STOP-DWI High Visibility Engagement Campaigns. Funds paid to the Village under this Agreement are to be used exclusively in connection with NYMPD officers’ hours worked during the STOP-DWI High Visibility Engagement Campaigns.

b. Payments shall be made by the County (i) upon its receipt from the Village and/or NYMPD of a properly completed County voucher and related New York State STOP-DWI Foundation activity forms, which must itemize and detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto, and (ii) after audit and approval by the County’s Department of Audit and Control, as well as

approval by the County Comptroller. Voucher, activity form(s) and supporting documentation must be submitted to the County within thirty (30) days of any STOP-DWI High Visibility Engagement Campaigns provided by the NYMPD.

c. The County reserves the right to conduct fiscal audits of the Village's and/or NYMPD's records as they relate to STOP-DWI program activities, including STOP-DWI High Visibility Engagement Campaigns. Such audits shall be conducted in a manner consistent with generally accepted accounting principles and guidelines. The Village and/or NYMPD shall make available to the County all payroll, daily activity, and related logs as the County may request in order to verify services claimed by the Village and/or NYMPD for reimbursement.

**4. Termination.** The County reserves the right to terminate this Agreement upon (30) days written notice to the Village. In the event of termination, the County will have no further obligation to the Village other than payment for costs incurred for STOP-DWI High Visibility Engagement Campaigns performed by NYMPD prior to termination. In no event shall the County be responsible for any actual or consequential damages as a result of termination.

**5. Compliance with Applicable Laws.** The Village agrees to comply with all applicable federal, state, and local statutes, rules and regulations with respect to its participation in STOP-DWI High Visibility Engagement Campaigns.

**6. Reporting Requirements.** The Village and/or NYMPD shall notify the County's STOP-DWI Program coordinator of all arrests and convictions for drinking and driving on a quarterly basis, and any alcohol-related traffic fatalities occurring within the Village upon completion of any accident investigation. Such notification shall include a photocopy of the final MV-104A and/or MV-104D Police Reports.

**7. Non-Appropriation of Funds.** The County shall have no liability under this Agreement to the Village beyond the funds appropriated and available for this Agreement.

**8. Non-Assignment.** This Agreement may not be assigned by the Village without the prior written consent of the County.

**9. Indemnification.** The parties shall mutually indemnify, defend and hold harmless from and against all claims, losses, damages, liabilities, actions, costs and expenses, including, but not limited to, reasonable legal fees and expenses, paid or incurred by the other party and arising directly or indirectly out of: (i) any material breach of this Agreement by either party; (ii) any breach of applicable federal, state, and local statutes, rules and regulations; or (iii) any other act or omission of either party. The obligations of the parties under this section shall survive any expiration or termination of this Agreement.

**10. Advice of Counsel.** The parties acknowledge that, in executing this Agreement, they have had the opportunity to seek the advice of counsel and have read and understood all of the terms and provisions of this Agreement.

**11. Entire Agreement.** The terms of this Agreement, including the “Standard Oneida County Conditions,” which is attached hereto and made a part hereof as Exhibit A, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

VILLAGE OF NEW YORK MILLS

\_\_\_\_\_  
Ernie Talerico  
Mayor of New York Mills

\_\_\_\_\_  
Date

COUNTY OF ONEIDA

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Edward T. Stevens  
Director, Emergency Services

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Christopher J. Kalil  
Assistant County Attorney