

ONEIDA COUNTY STOP-DWI PROGRAM SELECTIVE ENFORCEMENT PATROLS AGREEMENT

This Agreement (the “Agreement”) made this 1st day of January 2025, 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 Ave., Utica, NY 13501, through its Stop-DWI program, with offices located at 120 Base Road, Oriskany, NY 13424, hereinafter collectively referred to as the “County,” and the Village of Yorkville, a municipal corporation existing under the laws of the State of New York, through its Yorkville Police Department, both having offices at 30 Sixth Street, Yorkville, New York 13495, hereinafter collectively referred to as the “Police Agency” (each individually referred to as a “Party” and collectively referred to as the “Parties”).

WHEREAS, the County operates and conducts a program entitled “Stop-DWI;” and

WHEREAS, the mission of the Stop-DWI program is the County-wide reduction of alcohol related traffic injuries and fatalities; and

WHEREAS, the Police Agency desires to participate in and promote the Stop-DWI program with the County;

NOW, THEREFORE, the Parties agree as follows:

1. GENERAL: The Police Agency shall provide services as outlined below under Section 2 “Scope of Services,” which will assist in the County-wide enforcement of New York State Vehicle and Traffic Laws relating to Driving While Intoxicated, and shall be aimed at reducing alcohol-related traffic injuries and fatalities.

2. SCOPE OF SERVICES: In accordance with this Agreement, the Police Agency shall perform the following (collectively, (a), (b), and (c) shall hereinafter be referred to as the “Services”):

- a) Conduct DWI Selective Enforcement Patrols;
- b) Testify in criminal proceedings that are a result of DWI arrests; and
- c) Attend training that enhances the mission of the Stop-DWI program.

3. FEE: The County shall reimburse the Police Agency for salary, fringe benefits, related travel and subsistence, and breath testing equipment calibrations up to the sum of fifteen thousand eighty dollars and zero cents (\$14,286.41), related to the Services provided pursuant to this Agreement.

- a) Payments shall be made upon receipt from the Police Agency of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and Services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the County detailing the Police Agency’s Services that were undertaken on behalf of the Stop-DWI program. To be reimbursed for expenses other than

the Services herein, the Police Agency must receive prior written approval from the Stop-DWI Coordinator.

b) The County reserves the right to conduct an on-site program and/or fiscal audit of the Police Agency's records as they relate to Stop-DWI program Services in a manner consistent with generally accepted accounting principles and program guidelines. The Police Agency shall make available all payroll, daily activity, and related logs at the request of the Stop-DWI Coordinator or designee in order to verify Services claimed by the Police Agency in claims made to the Stop-DWI program for reimbursement.

4. **GOVERNANCE AND OPERATING PROCEDURES:** All Services associated with this Agreement shall be governed by the official published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

a) Police Agency warrants and represents that the program to be conducted by it does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

b) Police Agency agrees to comply with all applicable Federal, State, and Local statutes, laws, rules, and regulations as same may from time to time be amended.

5. **TERM:** This Agreement shall be effective from January 1, 2025 through December 31, 2025.

6. **TERMINATION:** The County reserves the right to terminate this Agreement, upon thirty (30) days written notice to the Police Agency. In the event of termination, the County will have no further obligation to the Police Agency other than payment for costs incurred for Services performed prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

7. **SPECIAL REPORTS:** Police Agency shall notify the STOP-DWI Coordinator of all arrests on a quarterly basis, and any traffic fatalities occurring within its jurisdiction upon completion of the crash investigation. Such notification shall be presented as a photocopy of the final MV-104A and MV-104D Police Reports.

8. **ADVICE OF COUNSEL:** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

9. **NON-ASSIGNMENT.** This Agreement may not be assigned by the Policy Agency without the prior written consent of the County.

10. **ENTIRE AGREEMENT:** The terms of this Agreement, including the "Standard Oneida County Conditions," which is attached hereto and made a part hereof as Addendum 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

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

VILLAGE OF YORKVILLE

BY _____

DATE _____

Michael A. Mahoney
Mayor

ONEIDA COUNTY

BY _____

DATE _____

Anthony J. Picente, Jr.
Oneida County Executive

BY _____

DATE _____

Eric Townsend
STOP-DWI Coordinator

Approved

Assistant County Attorney