

Robert P. Astorino
County Executive

Department of Public Works and Transportation

John J. Hsu, P.E.
Commissioner

January 6, 2012

*****FY 2012 STEP Grant (Selective Traffic Enforcement Program)*****

Dear Chief of Croton Police Department:

We are pleased to inform you of the approval of the FY 2012 STEP Grant (Selective Traffic Enforcement Program) by the NYS Governor's Traffic Safety Committee (GTSC).

For the period 10/01/11 to 9/30/12, your police department is authorized to spend the following amount \$ 1,060 for increased traffic safety enforcement. Unfortunately, the 2012 grant was decreased due to budget cuts. The GTSC's funding is based on a formula using criteria such as previous performance and crash rates. As a result, police departments have been awarded different amounts.

This year, a new five (5) year Inter-Municipal Agreement (IMA) must be processed by your municipality to participate in this program as the previous IMA has expired. Blank copies of the new IMAs are enclosed in triplicate. Forward all three (3) copies to your municipal offices for processing. The completed IMAs must include a Certificate of Liability Insurance Accord Form from your municipality's insurance carrier listing the County of Westchester as the Additional Insured for the above grant title. The term of these new IMAs will be from 10/01/11 to 9/30/16.

After your municipality has completed processing, forward all three (3) signed original IMAs to Westchester County Traffic Safety, 148 Martine Avenue Suite 400B, White Plains, New York 10601. The County will process and a fully executed original will be returned to your municipality upon completion.

Once the IMA has been completely executed by both parties, reimbursements can be made to your municipality for STEP enforcement. We will continue to use the same reimbursement forms as previous years. Payment vouchers with backup should continue to be submitted to the County Traffic Safety Office. Remember that payment vouchers require backup, such as, your department's approved payroll sheets listing officers' names and hourly rates. Reporting forms listing types and numbers of summonses must also be forwarded.

If we can be of any assistance, please do not hesitate to contact us at 995-2271. We are looking forward to another year of successful enforcement programs. Thank you in advance for your assistance and participation in this important traffic safety program.

Sincerely,


Barbara Peters-DeMeo
Project Director

Enclosures – Three blank Inter-Municipal Agreements for STEP Grant

Administration
Engineering
148 Martine Avenue
White Plains, NY 10601
westchestergov.com/dpw

Fleet/Garage Operations
38 Brockway Place
White Plains, NY 10604
Tel: (914) 995-4961
Fax: (914) 995-3709

Road Maintenance
198 Lake Street
White Plains, NY 10604
Tel: (914) 995-4951
Fax: (914) 995-6233

Valhalla Operations
Operations Building
Valhalla, NY 10595
Tel: (914) 231-1294
Fax: (914) 231-1164

White Plains Operations
148 Martine Avenue
White Plains, NY 10601
Tel: (914) 995-4156
Fax: (914) 995-6146

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT

10/01/2011 - 9/30/2016

INTER-MUNICIPAL AGREEMENT

COUNTY OF WESTCHESTER

AGREEMENT made the _____ day of _____, 20__ between the County of Westchester, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County"), and

(Name of Municipality)

(Address)

(hereinafter referred to as the "Municipality")

WHEREAS, the County receives grant funds from the Governor's Traffic Safety Committee each year to administer a program of Selective Traffic Enforcement for Traffic Safety; and

WHEREAS, the County desires that the Municipality participate in the program in order to reduce the rate of preventable traffic accidents and fatalities in Westchester County by increasing public awareness through traffic safety enforcement.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

1. Services: The Municipality shall participate in the County's Selective Traffic Enforcement for Traffic Safety Grant Program (hereinafter the "Program") in accordance with and as described in Schedule "A" which is attached hereto and made a part hereof.

2. Payment: For the services rendered pursuant to this Agreement, the Municipality shall be reimbursed an amount not to exceed the dollar amount set forth in Schedule A-1 annexed hereto during the first year of this Agreement. Payments in subsequent years may vary depending on the grant funds that the County receives from the Governor's Traffic Safety Committee for this Program.

Payment under this Agreement shall be made after completion of the services described in Schedule "A" to the satisfaction of the County, submission of properly executed payment vouchers of the County, and only after approval by the Commissioner of Public Works or his duly authorized representative ("Commissioner"). All payment vouchers must be accompanied by a numbered invoice and must contain the invoice numbers where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. Except as specifically set forth in this Agreement, no payment shall be made by the County to the Municipality for out-of-pocket expenses or disbursement made in connection with the services rendered or the work to be performed hereunder.

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving payments. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "B". Payments will be automatically credited to the Municipality's designated bank account at the Municipality's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential.

The completed Authorization Form must be returned by the Municipality to the Department of Finance prior to payments being made. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

3. Term: The work to be performed pursuant to the terms of this Agreement shall commence promptly on October 1, 2011 and shall be completed no later than September 30, 2016, unless terminated sooner by the County as set forth herein. The Municipality shall issue progress reports to the County as the Commissioner may direct and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

4. Records: All records compiled by the Municipality in completing the work described in this Agreement, including but not limited to written reports, studies, plans, specifications and all other similar recorded data, shall be provided to the County upon request. The Municipality will retain copies of such records for minimum period of six (6) years beyond the term of this Agreement.

5. No Assignment: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of the work without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Municipality.

6. Compliance with Laws: The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Municipality as an employer of labor or otherwise. The Municipality shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

7. No Discrimination: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County.

8. Insurance & Indemnification: In addition to, and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Municipality agrees:

(a) the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of, and to the extent attributable to, the negligent acts or omissions or the willful misconduct hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement which arise out of the negligent acts or omissions or the willful misconduct of the Municipality or third parties under the direction or control of the Municipality, and to bear all other costs and expenses related thereto.

9. Notices: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such

other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner of Public Works
Michaelian Office Building, Room 518
148 Martine Avenue
White Plains, New York 10601

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

10. Termination: The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

11. Entire Agreement: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

12. Counterparts: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

13. Conflicts: In the event of any conflict between the terms of this Agreement and those of its attachments, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

BY: _____
John J. Hsu, P.E.
Commissioner of Public Works and
Transportation

MUNICIPALITY

BY: _____
(Name and Title)

Authorized by the Westchester County Board of Legislators by Act No. 153-2011.

Authorized by the Westchester County Board of Acquisition and Contract on 12/1/11.

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20__, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
(Title)

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized, and that such authority
(Town Board, Village Board, City Council)

is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20__, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title) (entity)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public County

SCHEDULE "A"



State of New York Governor's Traffic Safety Committee STEP Grant

STEP Narrative

Fatalities and personal injuries resulting from motor vehicle crashes continue to be a serious societal problem. A large percentage of these traffic crashes can be directly attributed to speeding and other aggressive driving behaviors. While public information and education efforts help prevent some of these incidents, directed traffic law enforcement is the proven key to eliminating these behaviors and their resulting crashes.

This agency agrees to participate in the "STEP" To Reduce Unsafe Driving Behaviors component of the Comprehensive Traffic Law Enforcement Program, to target speeding and aggressive driving violations in its jurisdiction. "STEP" is an acronym for Selective Traffic Enforcement Program, which refers to planned enforcement activities targeting identified crash causing traffic violations and/or behaviors at their specific times and places of occurrence.

This agency also agrees to analyze its crash problem with respect to where, when and why they are occurring and to develop enforcement strategies to prevent them. These strategies will be primarily directed at speeding and other aggressive driving violations including: failure to yield the right of way, following too closely, unsafe passing or lane usage and disregarding traffic control devices, including red light running and other moving violations. Strategies may include traffic details, checkpoints, saturation patrols, dedicated roving patrols, corridor enforcement, or any other reasonable effort designed to reduce the jurisdiction's crash problem. Multi-agency efforts are highly effective and are strongly encouraged. Coordinating selective traffic enforcement details in conjunction with other traffic safety programs is also encouraged; conducting these details during National Lifesavers Weekend, Fourth of July weekend, or periods during county or regional special enforcement efforts such as blanket patrols can greatly increase their impact. It is also understood that this agency, using funding provided in this STEP grant, will actively participate in a coordinated speed enforcement mobilization (dates to be announced) during the summer months.

Passing a stopped school bus is an aggressive driving act that occurs thousands of times each school day in New York State. To reduce the frequency of occurrence and to protect our children, this agency may also use a portion of the grant budget to participate in Operation Safe Stop Day (a program that seeks to advise the public about the dangers of passing a stopped school bus through enforcement and education) on a date to be announced in March. To be reimbursed for this activity this agency will complete and submit an Operation Safe Stop Violation Report (available from the GTSC website) within one week of the enforcement detail

In addition, this agency agrees to use the STEP funding provided by the GTSC, in a dedicated status, to support overtime selective enforcement patrols targeting speeding and aggressive driving violations. As previously noted, personal services funding is provided to support overtime activities; dedicated regular time expenditures will only be reimbursed for part-time officers, who by the nature of their employment are not eligible for overtime status. It is understood that grant funding will be used to supplement existing traffic law enforcement activities and that the agency will be required to specifically identify and justify costs attributed to this project, during the time period specified in this grant application. Agencies not vouchering for the actual rate of individual participating officers will be asked to explain and justify the requested hourly rate.

Schedule "A-1"

WESTCHESTER COUNTY STEP 2012		
Agency:	Grant Amt.	Vendor #
Ardsley	\$1,060	992997
Bedford	\$2,680	997571
Briarcliff Manor	\$1,060	930123
Bronxville	\$1,060	996188
Buchanan	\$1,060	930102
Croton	\$1,060	710338
Dobbs Ferry	\$1,060	993206
Eastchester	\$4,665	993219
Elmsford	\$1,060	930110
Greenburgh	\$4,665	992890
Harrison	\$4,665	930114
Hastings	\$1,060	710331
Irvington	\$1,060	981393
Larchmont	\$1,060	996515
Lewisboro	\$1,060	993576
Mamaroneck-T	\$1,060	995821
Mamaroneck-V	\$4,665	710336
Mt. Kisco	\$1,060	988468
Mt. Pleasant	\$2,680	936743
Mt. Vernon	\$4,665	993152
New Castle	\$2,680	993224
New Rochelle	\$4,665	930128
North Castle	\$1,060	930129
North Salem	\$1,060	983475
Ossining-Village	\$4,665	993212
Peekskill	\$2,680	998589
Pelham	\$1,060	930135
Pelham Manor	\$1,060	993213
Pleasantville	\$1,060	993214
Port Chester	\$2,680	993215
Pound Ridge	\$1,060	709553
Rye	\$2,680	993153
Rye Brook	\$1,060	991821
Scarsdale	\$2,680	936719
Sleepy Hollow	\$1,060	995140
Tarrytown	\$2,680	993217
Tuckahoe	\$1,060	991250
W. C. Public Safety	\$8,010	None
White Plains	\$6,955	992496
Yonkers	\$6,955	997479
Yorktown	\$4,665	701728
TOTAL	\$104,000	

SCHEDULE "B"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to:

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

SCHEDULE "C"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Worker's Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) Employer's Liability with minimum limit of \$100,000.

(c) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies and certificates of insurance of the Municipality shall contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.