

ULSTER COUNTY PROBATION STOP DWI DIVISION

380 Boulevard
KINGSTON, NEW YORK 12401

Phone (845) 340-3448

FAX: (845) 340-3449

MICHAEL P. HEIN
COUNTY EXECUTIVE



MELANIE S. MULLINS
DIRECTOR/DWI Coordinator

November 23, 2015

RE: Crackdown Enforcement Contract

Supervisor's Office
Town of New Paltz
PO Box 550
New Paltz, NY 12561

Enclosed please find two copies of the 2015-2016 DWI Crackdown Enforcement Agreement for your municipality. After reviewing the contract, please sign and return both copies to our office with the insurance documentation as required on schedule C.

Please feel free to call me if there are any questions.

One original signed contract will be returned to your office after the County has completed final approval.

Thank you for your attention to this contract and for your participation in these dedicated enforcement periods.

Sincerely,
STOP DWI Division

A handwritten signature in black ink, appearing to read "Sandra Daw", is written over the typed name.

Sandra Daw, Senior Probation Assistant
845-340-3448



DWI CRACKDOWN ENFORCEMENT AGREEMENT

THIS AGREEMENT, is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a County of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), and **TOWN OF NEW PALTZ**, with principal offices at Town Hall, 1 Veterans Drive, P.O. Box 550, New Paltz, New York 12561 (the "Town") (each, a "Party"; collectively the "Parties").

WITNESSETH:

WHEREAS, it is the objective of both the County and the Town to reduce the incidence of Driving While Intoxicated (DWI) and Driving While Ability Impaired (DWAI) within the County and the Town; and

WHEREAS, the Town's Police Department is qualified and willing to provide DWI police patrols and other related services to assist the County in meeting said objective; and

WHEREAS, the County desires to engage the Town to provide such services; and

WHEREAS, the County has been awarded a grant from the NYS STOP-DWI Foundation to participate in the 2015-2016 STOP-DWI Crackdowns/High Visibility Enforcement program; and

WHEREAS, by Resolution Number 443 adopted November 17, 2015, the Ulster County Legislature has authorized the Chairman of the Ulster County Legislature to execute this Agreement between the County and the Town.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. **TERM OF AGREEMENT:** This Agreement shall take effect on **October 1, 2015** and shall continue in full force and effect through **September 30, 2016**.
2. **TERMINATION:** Either Party may terminate this Agreement prior to the end date by giving to the other Party five (5) days written notice of its election to terminate.
3. **SERVICES:** The Town agrees to perform the services described in "Schedule A," (the "Services") which is attached hereto and is hereby made a part of this Agreement, subject to the terms and conditions herein provided.
4. **PAYMENT:** The County agrees to compensate the Town in accordance with the fees and expenses as stated in "Schedule B," which is attached hereto and is hereby made a part of this Agreement.
5. **REVENUES COLLECTED BY THE TOWN:** The Town understands and agrees that pursuant to Section 1197 of the New York State Vehicle and Traffic Law, the County shall be entitled to any and all revenues from fines collected from persons convicted of drunken driving or related offenses as the result of the Services provided under this Agreement.
6. **RECORDS:** The Town shall maintain full and accurate records relating to the Services performed by the Town pursuant to this Agreement, and such records shall be available for audit and inspection by the County upon reasonable notice and during normal business hours, during the term of the Agreement and for a three (3) year period following the termination of the Agreement.
7. **INDEMNIFICATION:** The Town agrees to protect, defend, indemnify and hold the County and its employees free and harmless from and against any and all losses, claims, liens, debts, personal injuries, (including employees of the County), and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with, or arising, directly or indirectly, out of this Agreement. The Town agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

8. **INDEPENDENT CONTRACTOR:** In performing the Services under this Agreement, the Town shall neither act as nor be considered an agent of the County. The Town shall operate as, and have the status of, an independent contractor. As an independent contractor, the Town shall be solely responsible for determining the means and methods of performing the Services, and shall have complete charge and responsibility for the Town's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the Town covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency, or unit thereof by reason hereof, and that they will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health coverage, Unemployment Insurance benefits, Social Security coverage, or employee retirement membership or credit.

9. **CORPORATE COMPLIANCE:** The Town agrees to comply with all Federal, State, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Town agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan will be provided upon the Town's request. The Plan relates to the County's compliance with relevant Federal and State fraud and abuse laws. The Town represents and warrants that it has read and understands the Plan, and agrees to abide by its terms when delivering Services under this Agreement. The Town shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any Federal or State law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

The Town understands that the County has established and implemented a Corporate Compliance Program, and has developed "Standards of Conduct for Ulster County Vendors and Contractors" (the "Standards"). The Standards can be accessed electronically at any time by going to www.co.ulster.ny.us/downloads/compliance.pdf. The Town represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is 1-877-569-8777.

10. **INSURANCE:** The Town shall maintain during the term of this Agreement, at its expense, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverage, all as set forth in Schedule "C" ("County of Ulster Standard Contract Insurance Requirements"), which is attached hereto and is hereby made a part of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Town irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described herein.
11. **NOTICE:** Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices shall be effective when received. Notice addresses are as follows:

TOWN:
Town of New Paltz
Supervisor's Office
P.O. Box 550
New Paltz, New York 12561

COUNTY:
Ulster County Stop-DWI Program
Attention: Coordinator
380 Boulevard, PO Box 1800
Kingston, New York 12402

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by both the Coordinator of the County's Stop-DWI Program and the County Attorney at the addresses listed, or at such other addresses that may have been specified in writing by the Parties:

Office of the Ulster County Attorney
Attention: Contract Manager
244 Fair Street, 5th Floor
P.O. Box 1800
Kingston, New York 12402

Either Party may, by written notice to the other Parties given in accordance with the foregoing, change its address for notices.

- 12. **ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including "Schedule A," "Schedule B," and "Schedule C," which supersede any other understandings or writings between or among the Parties to this Agreement.
- 13. **MODIFICATIONS TO BE IN WRITING:** The terms and conditions of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission or waiver of the terms of this Agreement will be effective only if evidenced by a subsequent writing, executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below, effective as of the beginning date set forth in paragraph "1" (Term of Agreement) above.

ULSTER COUNTY STOP-DWI
(Approved as to form & content)

By: _____
NAME: Melanie S. Mullins
TITLE: Department Coordinator
DATE: _____

COUNTY OF ULSTER

TOWN OF NEW PALTZ

By: _____
NAME: John R. Parete
TITLE: Chairman, Ulster County Legislature
DATE: _____

By: _____
NAME: Susan Zimet
TITLE: Supervisor
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

The Town shall provide the following Services to help carry out the County's Stop-DWI Crackdown Enforcement Program (the "Program"):

- A. PURPOSE OF PROGRAM:** The purpose of the Program is to:
1. Reduce the incidences of DWI and DWAI within the Town.
- B. GEOGRAPHIC AREA:** The Services provided under this Agreement shall cover the geographical jurisdiction of the Town, located within the State of New York.

- C. DESCRIPTION OF SERVICES:**
1. **Patrol:** The Town shall use a marked patrol car belonging to the Town. Each patrol car shall be manned in accordance with Town policy. The Town shall provide patrols and/or check points for the following periods (each, a "Crackdown Period"; collectively, the "Crackdown Periods"):

<u>Halloween:</u>	October 30 –November 1, 2015
<u>Thanksgiving:</u>	Nov 25 – 29, 2015
<u>Holiday Season:</u>	Dec 18, 2015 – January 3, 2016
<u>Super Bowl:</u>	February 5 – 8, 2016
<u>St Patrick's Day:</u>	March 17 – 20, 2016
<u>Memorial Day:</u>	May 27 – 31, 2016
<u>July 4th:</u>	July 1 – 5, 2016
<u>Labor Day:</u>	August 19 – September 5, 2016

- D. ADDITIONAL COVERAGE:** It is understood and agreed that the Services the Town provides under this Agreement are neither a replacement nor a substitute for the Town's regular police services. The Town shall operate patrols with funds provided under this Agreement in addition to the regular patrols, and shall man the patrols with members of the Town's Police Department who have volunteered to work outside of their regularly scheduled hours. The Town specifically agrees that it will not reduce its regular police coverage in any way due to the existence of this Agreement.

- E. REPORTING:**
1. The Town shall submit reports to the County of the Services rendered under this Agreement.
 2. The Town shall submit the reports in a form satisfactory to the County.

- F. BUDGETED ITEMS TO BE PAID FOR BY THE TOWN:**
1. The Town agrees to provide and pay for any vehicles or equipment required to provide the Services, except as otherwise may be provided for in this Agreement, and also to provide any and all necessary maintenance and service that may be required for such vehicles or equipment.
 2. The Town also agrees to provide any additional training for the officers employed in providing the Services.

SCHEDULE B
FEES, EXPENSES and INSTRUCTIONS FOR BILLING

1. The Town's fee for Services shall not exceed the amount of **FOUR THOUSAND AND 00/100 (\$4,000.00) DOLLARS** for the Term of this Agreement.
2. The hourly rate for Services shall be determined by the prevailing salary and contract requirements of the Town.
3. The hours submitted for reimbursement for performing the Services shall comply with section C of Schedule A of this Agreement.
4. The Town shall report to the County's Stop-DWI Program within **TEN (10)** days of the crackdown detail.
5. The Town shall submit original invoices to the County for payment.
6. The Town's invoices shall contain, or have attached, sufficient supporting documentation as reasonably required by the County. The supporting documentation shall include the following:
 - Completed "NYS Governor's Traffic Safety Committee Itemized Listing of Personal Services" (PS-1) for each crackdown detail, noting that Fringe Benefits are **NOT** an allowable cost. (A sample copy of the PS-1 form is attached hereto as Exhibit 1.)
 - Completed Ulster County "Detail Activity Sheet" for each day of the Crackdown Period. (A sample copy of the "Detail Activity Sheet" is attached hereto as Exhibit 2.)
 - Copies of any crackdown press release made prior to or immediately following the Crackdown Period.

These completed documents will form the basis for the reimbursement to the Town for Services rendered within the documented Crackdown Period.

7. Any services rendered within the Crackdown Periods specified in Schedule A of this Agreement may only be billed under this Agreement, and may not be billed under the regular Task Force Agreement.
8. The County will remit payment to the Town within sixty (60) days of approval of the invoice by the County's Stop-DWI Coordinator and the Ulster County Comptroller.
9. The Town agrees to meet any additional requirements that the County may from time to time require, with reasonable notice to the Town.

SCHEDULE C
COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will delay the finalization of this Agreement.

The Town shall submit copies of any or all required insurance policies as and when requested by the County.

CERTIFICATES OF INSURANCE

The Town shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the Town's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Town shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Town is not required to carry such insurance, the Town must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Town) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Town should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" or
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund or
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Town is self-insured or
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group or
- Form GSI-12 – "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Town is self-insured.

If the Town is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Town) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Town should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Town is self-insured.

If the Town is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage.” This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Town shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Town, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Town to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Town, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

If this box is checked, Professional Liability Insurance shall be provided by the Town in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.