


May 2, 2024

TO: Hon. Vedat Gashi, Chair
Hon. Jose Alvarado, Vice Chair
Hon. Tyrae Woodson-Samuels, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: ACT – New York State
Traffic and Criminal Software Program.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators May 6, 2024 Agenda.

Transmitted herewith for your consideration is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to continue to enter into Use and Dissemination Agreements with local municipalities in connection with the New York State Traffic and Criminal Software (“TraCS”) program.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for May 6, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

Westchester County

George Latimer
County Executive

May 2, 2024

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration is an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County") to continue to enter into Use and Dissemination Agreements with local municipalities in connection with the New York State Traffic and Criminal Software ("TraCS") program.

TraCS, as your Honorable Board may recall, is the computer application for New York State's electronic traffic ticket and accident report project. TraCS immediately produces a printed traffic ticket and accident report and related documentation, such as supporting depositions, in the police vehicle at the scene, using a computer and printer contained inside the vehicle. The "electronic ticket" or "electronic accident report" that is produced can then be sent electronically to the New York State Department of Motor Vehicles and any New York State courts that are capable of receiving such data.

By Act No. 91-2004, your Honorable Board first authorized the County, through the Department of Public Safety Services (the "Department"), to enter into Use and Dissemination Agreements with local municipalities pursuant to which the County would act as the lead agency to coordinate the municipalities' use of the TraCS program, and act as a liaison with the New York State Police (the "NYS Police"). However, Act No. 91-2004 contained a sunset provision which stipulated that the Act would expire on January 1, 2006. Consequently, any local municipality that had not executed its Use and Dissemination Agreement prior to the January 1, 2006 deadline was not able to do so. Because a number of municipalities had expressed an interest in participating in the program but were unable to finalize their contracts in time, your Honorable Board, by Act No. 70-2006, authorized the County to extend the program through December 31, 2007.

Thereafter, on February 11, 2008, by Act No. 8-2008, on March 1, 2010, by Act No. 5-2010, and on September 10, 2012, by Act No. 115-2012, your Honorable Board extended the program due to the fact that many of the original agreements entered into when the program first began were due to expire. Most recently, on June 21, 2018 by Act No. 90-2018, your Honorable Board again authorized the County to extend the authority to enter into the Use and Dissemination Agreements with local municipalities for terms not to exceed five (5) years commencing upon execution thereof by both parties.

The Commissioner of Public Safety Services has indicated that municipalities in Westchester County currently participating in the TraCS program have agreements that have either expired or are due to expire shortly. The attached Act, if approved, will allow existing participants to renew their agreements upon expiration thereof as well as allow any municipalities who have yet to implement TraCS participate in this program. Accordingly, I respectfully request that your Honorable Board approve the attached Act which would extend the authority to enter into the Use and Dissemination Agreements with local municipalities for a term of five (5) years commencing upon execution thereof by the parties.

It should be noted that local municipalities that are currently participating in the TraCS program have realized tremendous benefits from the program. Among other things, TraCS has decreased the error rate due to illegible tickets and accident reports. It has also decreased the error rate due to incomplete data. Moreover, it has eliminated multiple data entry steps and significantly decreased the amount of time it takes for data to be available for analysis. Finally, it has made it easier for the Officer(s) on the scene to enter the data.

As was the case with the prior legislation, the County and/or the participating municipalities will be able to terminate the Use and Dissemination Agreement at any time by giving the NYS Police reasonable advance notice. Although this is a three-party Use and Dissemination Agreement, the portion of the agreement between the County and the local municipalities is the subject of the proposed legislation. As you know, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with local municipalities which involve shared services or performing services one for the other.

Accordingly, I strongly recommend that your Honorable Board adopt the proposed Act to enable the County to continue to enter into Use and Dissemination agreements with the various local municipalities in order to implement the TraCS program in Westchester County.

Sincerely,



George Latimer
County Executive

GL/TR/MB/nn

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of an Act which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”) to continue to enter into Use and Dissemination Agreements with local municipalities in connection with the New York State Traffic and Criminal Software (“TraCS”) program.

TraCS, as your Honorable Board may recall, is the computer application for New York State’s electronic traffic ticket and accident report project. TraCS immediately produces a printed traffic ticket and accident report and related documentation, such as supporting depositions, in the police vehicle at the scene, using a computer and printer contained inside the vehicle. The “electronic ticket” or “electronic accident report” that is produced can then be sent electronically to the New York State Department of Motor Vehicles and any New York State courts that are capable of receiving such data.

By Act No. 91-2004, your Honorable Board first authorized the County, by and through its Department of Public Safety Services (the “Department”), to enter into Use and Dissemination Agreements with local municipalities pursuant to which the County would act as the lead agency to coordinate the municipalities’ use of the TraCS program and act as a liaison with the New York State Police (the “NYS Police”). However, Act No. 91-2004 contained a sunset provision which stipulated that the Act would expire on January 1, 2006. Consequently, any local municipality that had not executed its Use and Dissemination Agreement prior to the January 1, 2006 deadline was not able to do so. Because a number of municipalities had expressed an interest in participating in the program but were unable to finalize their contracts in time, your Honorable Board by Act No. 70-2006 authorized the County to extend the program through December 31, 2007.

Thereafter, on February 11, 2008, by Act No. 8-2008, on March 1, 2010, by Act No. 5-2010, and on September 10, 2012, by Act No. 115-2012, your Honorable Board extended the program due to the fact that many of the original agreements entered into when the program first began were due to expire. Most recently, on June 21, 2018 by Act No. 90-2018, your Honorable Board again authorized the County to extend the authority to enter into the Use and Dissemination Agreements with local municipalities for terms not to exceed five (5) years commencing upon execution thereof by both parties.

The Commissioner of Public Safety Services has informed your Committee that many of these agreements have either expired or are due to expire shortly. The attached Act, if approved by this Honorable Board, will allow existing participants to renew their agreements upon expiration thereof as well as allow any municipalities who have yet to implement TraCS participate in this program. Accordingly, it is respectfully requested that this Honorable Board approve the attached Act which would extend the authority to enter into the Use and Dissemination Agreements with local municipalities for a five (5) year term commencing upon execution thereof by the parties of each of said agreements.

Your Committee is informed that local municipalities who are currently participating in TraCS have realized tremendous benefits from the program. Among other things, TraCS has decreased the error rate due to illegible tickets and accident reports. It has also decreased the error rate due to incomplete data. Moreover, it has eliminated multiple data entry steps and significantly decreased the amount of time it takes for data to be available for analysis. Finally, it has made it easier for the Officer(s) on the scene to enter the data.

Your Committee is advised that as was the case with the prior legislation, the County and/or the participating municipalities will be able to terminate the Use and Dissemination Agreement at any time by giving the NYS Police reasonable advance notice. Although this is a three-party Use and Dissemination Agreement, the portion of the agreement between the County and the local municipalities is the subject of the proposed legislation. As you know, Section 119-o of the New York State General Municipal Law requires your Honorable Board's approval whenever the County enters into intermunicipal agreements ("IMAs") with local municipalities which involve shared services or performing services one for the other.

The Department of Planning has advised that the proposed IMA does not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 8, 2024, which is on file with the Clerk of the Board of Legislators. Therefore, no environmental review is required. Your Committee concurs with this recommendation.

Timely and accurate data is essential to an effective traffic safety program, because it will help develop effective strategies and evaluate program outcomes. Through the automated production of traffic tickets and accident reports and the resultant improvement in New York's

traffic records system, the traffic safety program's goals of reducing highway fatalities and mitigating injuries may be furthered.

Please note that an affirmative vote of a majority of the members of your Honorable Board is required in order to approve the attached Act.

Your Committee has carefully considered and recommends the adoption of the attached Act.

Dated: _____, 2024

White Plains, New York

COMMITTEE ON

C/MB 4/15/24

ACT NO. 2024-_____

AN ACT authorizing the County to enter into Use and Dissemination Agreements with local municipalities, pursuant to which the County will act as lead agency to coordinate the local municipalities' use of New York State's Traffic and Criminal Software program and act as liaison with the New York State Police.

BE IT ENACTED, by the County Board of Legislators of the County of Westchester, as follows:

Section 1. The County of Westchester (the "County") is authorized to enter into Use and Dissemination Agreements with those municipalities within the County that choose to utilize New York State's Traffic and Criminal Software (TraCS) program and that purchase the required equipment for such use at their own cost and expense, whereby the County will act as lead agency to coordinate their use of the TraCS program and act as a liaison with the New York State Police (the "NYS Police"). Such municipalities will be provided with the TraCS software and any subsequent updates by the NYS Police at no cost or expense to such municipalities or the County. The Use and Dissemination Agreements may be terminated by the County and/or the participating municipalities at any time by giving the NYS Police reasonable advance notice.

§2. The Use and Dissemination Agreements shall commence upon execution thereof by the parties and shall not exceed a term of five (5) years.

§3. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

TraCS
USE AND DISSEMINATION AGREEMENT
Between
New York State Police,
the "Lead Agency"
and
Town/Village of _____ Police Department
herein after referred to as the "Participating Agency"

WHEREAS:

New York State Police (NYSP), working with the New York State Department of Motor Vehicles (DMV), the Governor's Traffic Safety Committee (GTSC), the Office of Court Administration (OCA) and other state and federal agencies, has developed a system for the electronic capture of ticket and accident report data in a police vehicle environment and the electronic transfer of that data from law enforcement agencies to DMV and courts. The system is called TraCS (Traffic and Criminal Software). Ticket and accident report forms have been developed and other law enforcement forms are planned for the future. DMV and the courts have approved these forms for official use. Data standards for ticket and accident report data have been agreed to between agencies for the electronic transfer of data. NYSP has developed an infrastructure and a limited capacity for local support.

It is the intention of NYSP to provide the TraCS software to any police agency in New York free of charge, based on NYSP support staff availability and the Lead Agency's ability to self-support.

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

1. NYSP agrees to provide the current version of TraCS software (includes ticket, accident report and associated forms) to the Lead Agency at no cost to the Lead Agency.
2. This Agreement will become effective upon proper execution and will remain in effect for the duration of the program unless sooner terminated in accordance with the provisions of this Agreement.
3. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments 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.
4. Each agency agrees:
Maintenance
To maintain all parts of the TraCS System under their control. The portion of the system "under agency control" includes:
 - The hardware and operating system associated with the in-vehicle equipment
 - The hardware and operating system associated with the in-station TraCS computer.
 - Backup & restoration of all system and production ticket and/or accident report data.

“Maintenance” generally means support, upkeep, repair and periodic duplication or “back-up” of records in order to safeguard the data. The Lead Agency will take reasonable measures to prevent or correct system trouble with any portion of the system “under their control”. If the Lead Agency determines any system trouble to be under NYSP control, it will notify and work with the proper NYSP representative.

5. The Participating Agency agrees:

1. This agreement is only for the use of TraCS by the Participating Agency. TraCS software will not be distributed beyond the Participating Agency without written approval from NYSP.
2. To abide by the provisions of the TraCS Users Agreement included in Appendix A.
3. To not alter the form(s) and TraCS database in any way without express written approval from NYSP and DMV.
4. To not introduce custom system enhancements during the Participating Agency implementation.
5. To contact the Lead Agency for all assistance with the implementation and use of the TraCS software.
6. To support reports, queries, ticket logs and any other analysis of the ticket data.
7. To coordinate the use of TraCS with local courts. However, the State Police will coordinate the assistance and response of OCA (Office of Court Administration) and DMV personnel to attend these meetings.
8. The TraCS system will be used for data entry and the electronic transfer of ticket data to and/or from DMV and the courts and the printing of ticket forms where courts are not yet online to receive electronic data.
9. Whereas a court is not yet able to accept electronic ticket data, to be responsible for printing and forwarding ticket copies to the appropriate court unless arrangements are made with individual agencies to print their own tickets and forward them to courts not yet ready to receive electronic data.
10. To supply equipment for use with the TraCS system, with the exception of any NYSP participation in the area. NYSP agrees that all NYSP equipment will be purchased, installed and supported by NYSP unless equipment is purchased by an entity for use by all agencies within a county or region.
11. To manage, support and ensure security is properly implemented within TraCS.

6. NYSP agrees:

1. To review, prioritize and schedule change requests for inclusion in future software releases. Change requests for “bug” fixes, system enhancements, form enhancements and routine change requests such as court address changes shall be directed to NYSP. Any enhancement that requires funding will be the responsibility of the Lead Agency to obtain the necessary financing and if the enhancement benefits multiple agencies, then the State Police will attempt to also obtain funding. No matter where funding comes from, NYSP and /or its contractors will make all changes to TraCS. Once TraCS begins statewide rollout, a TraCS steering committee shall be formed to prioritize TraCS enhancements, functionality requests, issues, etc.

2. Whereas each agency will have the opportunity to participate in the electronic transfer of data, via the NYSPIN infrastructure, to a gateway server in Albany (NYSP). This data will then be transferred to DOT, DMV, OCA, etc. for processing.
7. Both parties agree:
1. To develop a process for forms development by New York State agencies.
 2. Representatives on the TraCS steering committee shall only be from agencies that have signed this agreement.
 3. NYSP is the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of the TraCS system.
 4. NYSP is the sole contractor with the Center for Transportation Research and Education at Iowa State University, approved vender of the CTRE Location Tool used in the TraCS system.
 5. The term of this Agreement shall commence upon execution thereof and continue for a period of five (5) years thereafter.
 6. The Lead Agency and/or the Participating Agency may terminate this Agreement at any time by giving the NYSP reasonable advance notice.

IN WITNESS WHEREOF, the Participating Agency, the Lead Agency and the NYSP have executed this Agreement in triplicate:

Participating Agency

By: _____ (sign name and title)
_____, Chief of Police

Lead Agency Westchester County Department of Public Safety

By: _____ (sign name and title)
Terrance Raynor, Acting Commissioner-Sheriff

New York State Police

By: _____ (sign name and title)

(Print name and title)

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she is 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/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

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 and in good standing under the

(Law under which organized, e.g., the 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, and that said
(Title of such person),

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

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

that such authority 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, the undersigned, personally
appeared _____, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the above
certificate and acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

Notary Public County

APPENDIX "A"

(TraCS Users Agreement)

DRAFT

SCHEDULE "B"

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 (9/07) 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, the employer must complete NYS

form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

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

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 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 of the Municipality shall be endorsed to 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.