

INTERMUNICIPAL
AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and TOWN OF NORTH EAST, a municipal corporation, and a town within the County of Dutchess, whose address is 19 North Maple Avenue, Millerton, New York 12546 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, Section 3.01(g) of the Dutchess County Administrative Code permits the County Executive, or his designee, to "upon the request of any city, town, village, school district or other unit of local government, provide central purchasing services for all or part of its purchases, upon such conditions as may be prescribed by the County Legislature", and

WHEREAS, by Resolution No. 2016290, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into a shared services contract with any city, town, village, school district or other unit of local government who requested that the County assist it with certain central purchasing services, and

WHEREAS, by Resolution No. 2016290, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide central purchasing services to other units of local government, and

WHEREAS, the Town has requested that the County of Dutchess assist it with central purchasing services, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, this Agreement is intended to be used for municipal corporations and municipal districts who have requested assistance from the County with central purchasing services,

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County agrees to furnish the Town with central purchasing services as set forth on the Scope of Services attached hereto as Exhibit "A".

2. TERM OF AGREEMENT. This Agreement shall be effective November 1, 2018, and shall terminate on October 31, 2019, unless otherwise terminated as set forth herein.

3. EXTENSION. This contract may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties.

4. PAYMENT. As full and complete consideration for the services so rendered, the Town shall pay to the County SIXTY and 00/100 (\$60.00) DOLLARS per hour, per the attached 2018 Administrative Fee Schedule.

5. LIABILITY.

- (a) County: The County shall assume liability for, defend against, and secure the Town from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the County. The County maintains general liability insurance and shall name the Town as additional insured on such policies for the services provided under this Agreement.
- (b) The Town shall assume liability for, defend against, and exempt the County from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Town, its employees, servants or agents arising out of the performance of this Agreement.

6. PERSONNEL.

- (a) Employee Status: For purposes of this Agreement only, all persons employed by the County in providing central purchasing services to the Town shall be County officers or employees, and they shall not have any benefit, status or right of Town employment.
- (b) Payment: The Town shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing central purchasing services to the Town under this Agreement.
- (c) All County employees performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the Town shall not be responsible for the payment of any benefits thereunder.

7. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the (UNIT OF LOCAL GOVERNMENT) nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

8. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the Town of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Town of termination with cause.

9. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

10. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

11. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

12. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

14. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

15. ENTIRE AGREEMENT. The terms 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 must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ____ day of _____, 2018.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

TOWN OF NORTH EAST

Central Services

BY: _____
George Kaye, Supervisor

SCOPE OF SERVICE
EXHIBIT A

Provide procurement assistance to municipalities as follows:

- Assist in the development of bid specifications
- Provide professional opinion and research related to bid proposals
- Single point of contact for all related questions regarding bids
- Post all bids on the Empire State Purchasing Group web portal through BidNet
- Post all addenda and questions regarding bids
- Provide information as to the number downloads etc.
- Bid proposals would be opened by the municipality
- Provide assistance in reviewing the bid responses and the tabulation of results
- Municipality would make the award.
- Provide guidance and assistance during the RFP evaluation phase
- Provide the evaluation criteria spreadsheet for RFP's
- Act as a coordinator for the opportunity to conduct cooperative purchasing.
- Contact municipalities as to the availability to participate in County cooperative purchasing opportunities. This will provide increased savings for commodities and services due to bulk purchasing.
- Coordinate cooperative purchasing opportunities among the municipalities.
- Assist in research regarding the opportunity to piggyback off other municipal bids and RFP's providing administrative savings
- Provide advice and assistance as to the opportunity to purchase off State Contract.

**bids also refers to Request for Proposals & Quotes

Additionally, municipalities will be given the opportunity to participate in the County auctions at no cost to the municipality.

Project Cost is \$60 per Hour