

RESOLUTION NO. 2016210

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT
WITH THE CITY OF POUGHKEEPSIE FOR DEMAND
PARATRANSIT SERVICES

Legislators BORCHERT, PULVER, TRUITT, and SAGLIANO, STRAWINSKI offer the following and move its adoption:

WHEREAS, both the County and the City of Poughkeepsie ("City") operate separate public transit systems, and

WHEREAS, because of, among other things, the proximity of the systems, certain efficiencies are to be gained by both if limited aspects of the systems are shared, and

WHEREAS, the County and the City desire to enter into an intermunicipal agreement with respect to demand paratransit services for the disabled, and

WHEREAS, pursuant to Article 5-G of the General Municipal Law, the County and the City are authorized to enter into such agreement, and

WHEREAS, under the proposed agreement, a copy of which is attached hereto, the County will provide demand paratransit services for the fixed route transit service of the City and the City will pay the County for such services, and

WHEREAS, the proposed agreement will benefit the public transit systems of both the City and the County, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed agreement and authorizes the County Executive to execute such agreement with the City of Poughkeepsie in substantially the same form attached hereto.

CA-1027-16
CAB/sc/kvh/G-0188
08/08/16
Fiscal Impact: See attached.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of September 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of September 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Fiscal Impact Statement

Resolution Request Number
1027

No Fiscal Impact Projected

Total Current Year Cost
\$0

Total Current Year Revenue and Source
\$9,250

City of Poughkeepsie

Source of County Funds (if OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS

Explanation / Identify Line Item(s)
17500.08 City of Poughkeepsie

Amount and Nature of Related Expenses
\$0

Intermunicipal Agreement with City of Poughkeepsie for ADA Paratransit Service

Anticipated Savings to County	Net County Cost for Current Year	Net County Cost Over Five Years
<u>\$0</u>	<u>\$0.00</u>	<u>\$0</u>

Additional Comments / Explanation
This funding is in the adopted 2016 ET5680 budget as revenue.

Prepared By
Cynthia Ruiz

Date Submitted
8/3/2016

INTERMUNICIPAL AGREEMENT
BY AND BETWEEN THE COUNTY OF DUTCHESS
AND THE CITY OF POUGHKEEPSIE

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 the **CITY OF POUGHKEEPSIE**, a municipal corporation of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601 (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, both the County and the City operate separate public transit systems pursuant to law, including General Municipal Law Article 5-I, and

WHEREAS, because of, among other things, the proximity of the systems, certain efficiencies are to be gained by both if limited aspects of the systems are shared, and

WHEREAS, pursuant to General Municipal Law Article 5-G, the County and the City are authorized to enter into agreements to provide jointly, any service or facility each may provide separately, and

WHEREAS, the parties desire to do so, as hereinafter set forth, and

WHEREAS, the Common Council of the City of Poughkeepsie, by Resolution, _____ authorized execution of this Agreement, and

WHEREAS, the Legislature of the County of Dutchess, by Resolution No. _____ authorized execution of this agreement, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **COUNTY AND CITY SYSTEMS.** Both the County, through its Department of Public Works – Public Transit Division, and the City, operate public transit systems. The Americans With Disabilities Act (ADA) and related legislation require that each provide certain accommodations for the disabled. These include, among other things, demand paratransit service (complementary paratransit services) in the vicinity of fixed route service when buses do not deviate from those routes to provide more accessible services for the disabled.
2. **SCOPE OF SERVICES.** The County shall provide demand paratransit service in accord with the Americans With Disabilities Act for any route of the fixed

route transit service of the City's Public Transit System during the days and hours the City operates that route of its fixed route service.

The County shall provide an annual report to the City listing the services provided under this Agreement.

The City will provide the County with ten (10) days written notice, prior to any schedule or route change, that will affect the paratransit service provided hereunder

3. **TERM OF AGREEMENT.** This Agreement shall be effective January 1, 2016 and shall terminate on December 31, 2016, unless otherwise terminated as set forth herein. This agreement may be extended for up to four (4) additional one year terms as mutually agreed upon by the parties.
4. **PAYMENT.** As payment for the services so rendered, the City shall pay a total sum not to exceed \$9,250.00 for 2016. During July of each year, the City shall make one annual payment to the County for the services provided hereunder. In the event of early termination, payments shall be prorated to termination and promptly made.
5. **MUTUAL INDEMNIFICATION.**
 - a. The City shall keep, save and hold the County harmless from any and all damages and liabilities for anything and everything whatsoever arising from or out of this Intermunicipal Agreement due to any fault or negligence by the City for any failure on the City's part to comply with any of the covenants, terms, and conditions herein contained. The City will maintain appropriate insurance, if available, to provide for the obligations it has assumed hereunder.
 - b. The County shall keep, save, and hold the City harmless from any and all damages and liabilities for anything whatsoever arising from or out of this Intermunicipal Agreement due to any fault or negligence by the County for any failure on the County's part to comply with any of the covenants, terms, and conditions herein contained. The County will maintain appropriate insurance, if available, to provide for the obligations it has assumed hereunder.
6. **NON-ASSIGNMENT.** This Agreement may not be assigned by the County, nor its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the City, which shall not be unreasonably withheld.

7. **ACCIDENTS.** The County shall immediately notify the City of any accident involving the paratransit services provided hereunder, and shall upon request, furnish the City with a detailed written statement concerning such accident.
8. **NOTICE.** Any notice required or desired to be given or served by either party to this Agreement, shall be deemed to have been given or served by either party when made in writing and mailed by ordinary mail, postage pre-paid, addressed as follows:

To the County: Dutchess County Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

To the City: Rob Rolison, Mayor
City of Poughkeepsie
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

Commissioner of Public Works
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

The addresses may be changed from time to time by either party by serving notice provided, however, any notice must be received by the party at least three (3) business days prior to the date when such change is to be effective.

9. **CONFIDENTIALITY AND HIPAA COMPLIANCE:** The County and the City shall comply with applicable federal and state requirements for confidentiality of records and information, and agree not to allow examination of records or disclosures of information, except as required by law or where permissible on the mutual consent of the parties. The County and the City, their officers, agents, and employees, and subcontractors will treat all client/patient information which is obtained through performance under this Agreement, as confidential information to the extent required by the laws and regulations of the State of New York and of the United States including, but not limited to the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104.191 also known as HIPAA) and the Federal Health and Human Services (HHS) Administrative Rule: "Standards for Privacy of individually identifiable Health Information" (the "Privacy Rule").
10. **TERMINATION:** Notwithstanding anything to the contrary contained in this Agreement between the County and the City, both parties agree that either party may terminate this Agreement upon thirty (30) days notice. Notice shall be given in accordance with Paragraph "8" above.

11. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waive 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 made this _____ day of _____, 2016.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE

D. C. Department of Public Works

By: _____
Rob Rolison, Mayor

Public Transit