

# Warren County Board of Supervisors

## RESOLUTION NO. 554 OF 2016

**Resolution introduced by Supervisors Beaty, Wood, Frasier, Merlino, Thomas, Conover, Brock, MacDonald and Vacant**

**AUTHORIZING INTERMUNICIPAL AGREEMENT BETWEEN WARREN COUNTY  
AND THE CITY OF GLENS FALLS FOR PARTICIPATION IN THE  
CONSOLIDATED COMMODITY PURCHASING AS SUBMITTED  
IN THE EFFICIENCY PLAN AS A COST SAVING MEASURE**

WHEREAS, pursuant to Resolution No. 135 of 2016, the Warren County Board of Supervisors authorized an Intermunicipal Agreement between Warren County and municipal subdivisions in order to proceed with consolidated commodity purchasing as submitted in the efficiency plan as a cost saving measure, and

WHEREAS, the Mayor of the City of Glens Falls has requested changes to the original agreement, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby approves the agreement with the City of Glens Falls as outlined above and attached hereto as "Schedule A" and the Chairman of the Board of Supervisors be, and hereby is, authorized and directed to execute said Intermunicipal Agreement, in a form approved by the County Attorney.

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Schedule "A"

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF WARREN, a municipal subdivision of the State of New York, hereinafter the "County" and the CITY OF GLENS FALLS, a municipal subdivision of the State of New York, hereinafter "CITY" ;

WITNESSETH:

WHEREAS, the County of Warren, by Resolution No. 135 of 2016 adopted on the 19th day of February, 2016 and the CITY, by Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, have authorized the execution of a contract pursuant to General Municipal Law Section 119-0 for the provision of certain purchasing services by the County; and

WHEREAS, it is anticipated that the consolidation of purchasing services allows for taxpayer savings by streamlining services, reducing overall costs, and /or creating a greater economy of scale for items needed by each municipality; and

WHEREAS, the purpose of this Agreement is to provide for cooperation between the respective Purchasing offices for commodity procurement, but not to alter or diminish the powers and duties of the respective parties; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is AGREED AS FOLLOWS:

1. AUTHORIZATION TO ENTER INTO AGREEMENT

The County and CITY each have obtained the required approvals to enter into this agreement for the County to perform purchasing services for the CITY as provided for herein.

2. COUNTY CONTRACTS THROUGH WHICH THE CITY SHALL PURCHASE GOODS PURSUANT TO GENERAL MUNICIPAL LAW §103(3)

- A. The County shall continue to procure goods according to the applicable provisions of Federal, State and Local laws, resolutions, regulations, and more specifically, shall procure goods listed on Schedule "A" for the CITY. The CITY shall purchase such goods through the County's contract if and when estimated quantities have been provided by the CITY. The County shall contact the designated administrator of the CITY [as provided for in subsection 3(A) below] to determine a consolidated quantity of any goods used by the parties, and the CITY shall utilize the bids and/or quotes provided by the County in those instances.
- B. The County Purchasing Agent and CITY Purchasing Administrator shall determine whether New York State and/or National Cooperative contracts are advisable based on the type of commodity and quantity to be purchased pursuant to applicable law.
- C. When the CITY purchases goods through a County, State or National contract, the CITY shall accept sole responsibility for any payment due the vendor or contractor for such purchase.
- D. For matters of efficiency and in an effort to obtain best possible pricing based on the potential for quantity discounts, it is hereby understood and agreed that the County Purchasing Agent, shall whenever practical, consolidate commodity purchases with other municipal subdivisions of the County, together with those being obtained for the CITY.

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3. ADMINISTRATIVE PROCEDURE

- A. The CITY shall file with the County Purchasing Agent, a list of administrators designated to be the point(s) of contact for purposes of this Agreement. The appropriate CITY administrator shall provide information to the County Purchasing Agent, in a timely fashion, to assist the County in drafting bid specifications and in determining the consolidated quantity of goods to be procured by the parties, including whether the funds are appropriated and available to purchase the goods and whether any MBE/WBE/DBE/Veteran-Owned or other requirements apply.
- B. In Consultation with the appropriate CITY Administrator, Julie Butler, County Purchasing Agent, or her designees, shall develop the bid specifications and shall determine the key terms to be included within the awarded contract prior to the issuance of the bid specifications, and such key terms shall be provided for within the bid specifications so issued by the County. Such bid specifications shall provide for a separate contract to be awarded for goods required by the County and the CITY, if appropriate.
- C. Prior to solicitation of any bids, the CITY shall, on a form provided by the County, verify to the County Purchasing Agent that sufficient funds are appropriated and available to pay for the CITY share of the goods, that the County is authorized to solicit the bid on behalf of the CITY, and that the City shall be responsible for payment of all goods so procured. The parties agree that the County is entitled to rely, presumptively to its detriment, upon the representations made therein.
- D. The County Purchasing Agent, or her designee, shall provide for publication and advertisement of bid solicitations, respond to bidder inquiries, schedule and staff bid openings, receive, open, read and record bids. The County Purchasing Agent shall review the responses, and notify the CITY as to determination of the lowest responsible bidder. Where bid submittals are inconsistent with specifications, regardless of the level of importance, the County Purchasing Agent will consult with the CITY prior to making an award. The County assumes all advertising costs as a result of typical and standard County operations associated with bid solicitation process. If the CITY requires additional advertising above and beyond standard procedure, the CITY will be responsible for those costs.

4. OBLIGATIONS OF THE CITY

A. Purchasing Services to be Performed by the CITY

The CITY shall continue to perform all other procurement functions and duties, i.e. public works, professional services, etc., and the County shall perform no services with respect to the following, except as specifically provided for herein:

- i. Procurement of professional services pursuant to Requests for Proposals (RFP);
- ii. Management of insurance coverage and bonds related to contract performance;
- iii. Procurement of goods where such procurement is deemed by the CITY impracticable to bid, where such procurement is deemed to be available only from a sole source or has been subject to standardization of purchase, or where such procurement would otherwise fall under an exception to bidding, such as where the cost of the goods will be less than the applicable monetary thresholds for competitive bidding, lease purchases, or energy performance. However, the County will provide for the competitive procurement of standardized goods if so requested by the CITY, provided that the CITY provides the County with documentation reasonably acceptable to the County that such standardization comports with applicable law. And, if requested by the CITY, the County Purchasing Agent will assist the CITY in obtaining price quotes for the purchase of goods where the anticipated costs of such goods is less than the applicable monetary thresholds for competitive bidding;

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- iv. Procurement of goods or services for emergency work, change orders, and extra work on public contracts; and
- v. Administration of all contracts awarded after bid on behalf of the CITY, including contracts for joint procurement of goods, and contracts for goods services, and public works exclusively for the CITY. Such administration shall include, but not be limited to, legal work, enforcement, and communication with the vendor related job performance.

B. Change in Bid Limits

The CITY will advise the County Purchasing Agent of any changes in CITY Purchasing Policy bid or quote limits adopted by the CITY.

C. Vendor Payment

The CITY accepts responsibility for payment to vendors for the CITY share of any goods procured pursuant to this Agreement.

D. Continuation of Powers

Nothing herein shall be deemed to transfer, curtail or otherwise diminish the powers of the CITY.

5. COUNTY CHARGES/ASSESSMENTS AND CITY COSTS

The County will provide the services set forth herein without cost to the CITY. The COUNTY has made available an on-line database of bids to the CITY. The database is free of charge and no further costs associated with computer hardware and/or software are anticipated during the term of this Agreement. If, at any time, additional CITY costs are identified relative to the same, purchase and implementation will not be completed without agreement between both parties.

6. CITY, COUNTY AND DISTRICT PARTICIPATION

The parties hereby agree that additional municipalities and districts within Warren County may be invited by the County to participate in this consolidated purchasing program and that the County, in its sole discretion, may enter into cooperative contracts with other entities. Available contracts will be posted to the on-line database mentioned in paragraph 5 above.

7. PERSONNEL

The County will determine the number of employees to be employed within the Purchasing Office and the number of employees assigned to perform any and all functions performed on behalf of the CITY. As noted in paragraph 3(B) above, Julie Butler, Purchasing Agent, will be the initial point of contact for the CITY and will determine the appropriate workflow within her office. The County will afford CITY requests for procurement the same priority as it affords County requests.

8. TERM

This Agreement shall commence on January 1, 2017 and shall continue through December 31, 2017. The Agreement shall automatically be renewed for two (2) additional one year periods. The Agreement may be terminated by either party upon thirty (30) days written notice.

9. REPRESENTATION

In the event legal issues arise, relative to the services provided for in this Agreement, the CITY shall represent the CITY, and the County Attorney or his designee shall represent the County.

10. DEFENSE, INDEMNIFICATION, HOLD HARMLESS

Regarding the operations and responsibilities concerning this Agreement, the parties further covenant and agree to indemnify, defend and hold harmless each other, and therefore, the County shall indemnify, defend

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and hold harmless the CITY, their officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to person, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of the County, its officers, employees or agents and likewise the CITY shall indemnify, defend and hold harmless the County, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of the CITY, their officers, employees or agents.

**11. CONTRACT MODIFICATIONS**

This Agreement represents the entire and integrated agreement between the County and the CITY and supercedes all prior negotiations, representations or agreements either written or verbal. This Agreement may be amended only written instrument authorized and signed by both the County and the CITY.

**12. SEVERABILITY**

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**13. CLAUSES REQUIRED BY LAW**

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**COUNTY OF WARREN**

**By:** \_\_\_\_\_  
Chairman of the Board

**Dated:** \_\_\_\_\_

**CITY OF GLENS FALLS**

**By:** \_\_\_\_\_  
Mayor John A. Diamond

**Dated:** \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Warren County Attorney