PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2025055

RE: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERMUNICIPAL AGREEMENT FOR COUNTY SIGN SHOP SERVICES TO BE PROVIDED BY DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS TO VARIOUS MUNICIPALITIES

Legislators METZGER, PAOLONI, CASWELL, D'AQUANNI, VERSACI, FAUST, and DRAGO offer the following and move its adoption:

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

WHEREAS, General Municipal Law Section 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, the County is offering a pilot program to several interested municipalities within the County wherein the municipalities can utilize its Department of Public Works ("DPW") sign shop ("Sign Shop") for their sign needs, and

WHEREAS, the Sign Shop services will include, but not be limited to, Manufacturing of Uniform Traffic Control Signs, including NYS Supplement, compliant road signs, building signs, decals and adhesive lettering and highway detour signs, as provided for in the attached Intermunicipal Agreement, and

WHEREAS, Sign Shop projects shall be selected by DPW on an individual basis based on material and DPW staff availability, and services provided may differ for each municipality depending upon its individual needs, and

WHEREAS, the Intermunicipal Agreement's Fee Schedule was developed to cover the County's cost of materials and labor which will be billable to each municipality in accordance with the Intermunicipal Agreement, and

WHEREAS, it is necessary for the Legislature to approve the annexed Intermunicipal Agreement and to authorize the County Executive or her designee to execute such an agreement in substantially the same form as attached hereto, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed Intermunicipal Agreement and authorizes the County Executive or her designee to execute such agreement in substantially the same form as attached hereto.

CA-038-25
AMW/rjw
G-0188
03/06/25
Fiscal Impact: None.

APPROVED
Susan Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 4/21/2025

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 14th day of April 2025, 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 14th day of April 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue $ 0
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☑ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:
The Department is starting a pilot program for shared services whereby the County's DPW sign shop will be available to a few municipalities within the county to serve as their sign shop. The fee schedule for town signs was developed to cover the cost of materials and a small amount of labor, so the program revenues will cover excpenses.

Prepared by: Robert H. Balkind, P.E. x2085 Prepared On: 3/4/25

Out.pdf

SHARED SERVICES 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/Village of [Name], within the County of Dutchess, whose address is [Address], [Name], NY 12XXX (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, New York General Municipal Law Section 119-o provides that in addition to any other general or special powers vested in municipal corporations, municipal corporations shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as a county outside the Municipality 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 the services of the County, and

WHEREAS, the County's Department of Public Works operates a Sign Shop that provides a wide variety of services including but not limited to manufacture of highway signs, building signs, stickers, and other public messaging media, and

WHEREAS, The Municipality is interested in obtaining certain services from the County's Sign Shop, and
WHEREAS, the County is willing to provide the Municipality with these services as outlined below:

1. SCOPE OF SERVICES:
   The County agrees to provide Sign Shop services in accordance with Exhibit "A" annexed hereto and made a part hereof.

2. TERM OF AGREEMENT:
   This Agreement shall be effective January 1, 2025, and shall terminate on December 31, 2025, unless otherwise terminated as set forth herein.

   This agreement may be extended for four (4) additional periods of one-year each, not exceeding in total 5 years from the original agreement date, upon such terms and conditions as may be agreed between the parties.

3. PAYMENT:
   Payment for Sign Shop services shall be in accordance with Exhibit "A". The

Municipality agrees to pay these charges to the County within forty-five (45) days of receipt of an invoice.

4. NON-ASSIGNMENT:

This Agreement may not be assigned by the Municipality without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

5. TERMINATION:

(a) Either party may terminate this Agreement upon ten (30) days' prior written notice to the other of its intent to terminate without cause.
(b) The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Municipality of termination with cause.

6. NOTICE: Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be mad in writing and addressed to the following or such other person as the parties may designate:

Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

Municipality:

7. 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 this _____ day of _____, 20___.

APPROVED AS TO FORM: ACCEPTED: COUNTY OF DUTCHESS

_____
County Attorney's Office

BY: _____
Rachel Kashimer
Deputy county Executive

APPROVED AS TO CONTENT:

ACCEPTED: Town/Village of [Name]

_____
Commissioner of Public Works

BY: _____

Print Name: _____

Title: _____

EXHIBIT A

SIGN SHOP SERVICES OFFERED BY THE

DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS SIGN SHOP

Services offered by the Dutchess County Department of Public Works Sign Shop include:

- Manufacture of MUTCD* compliant Road signs
- Manufacture of Building signs
- Manufacture of Decals and Adhesive Lettering
- Manufacture of Highway Detour signs

*MUTCD – Federal Manual of Uniform Traffic Control Signs, including NYS Supplement

Pricing for services listed above:

MUTCD Compliant Road Signs	$0.09 per sq. in. of finished sign face
Building Signs	$0.10 per sq. in of finished sign face
Decals and Adhesive Lettering	qty less than 100 units per design - $1.00 each
	qty 100 or more units per design – $0.75 each
Highway Detour signs	$0.10 per sq. in. of finished sign face

Note:

Ordering Agency is responsible for picking up completed signs at the Dutchess County Department of Public Works Complex, 626 Dutchess Turnpike, Poughkeepsie, NY 12603 between 7:30am and 3:00pm Monday – Friday. The facility is closed on County recognized holidays. Delivery of signs is not included in pricing above, and is not available from Dutchess County DPW.

rev. 2/14/25

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*	Absent	
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ____

Total : 10 Yes 0 No
Abstentions: ____

2025055 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERMUNICIPAL AGREEMENT FOR COUNTY SIGN SHOP SERVICES TO BE PROVIDED BY DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS TO VARIOUS MUNICIPALITIES

APRIL 10, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul	Absent	
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House	Absent	

Present:	21	**Resolution:**	✓	**Total :**	21 (Yes)	0 (No)
Absent:	4	**Motion:**			
Vacant:	0			**Abstentions:**	0

2025055 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERMUNICIPAL AGREEMENT FOR COUNTY SIGN SHOP SERVICES TO BE PROVIDED BY DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS TO VARIOUS MUNICIPALITIES

APRIL 14, 2025