ENVIRONMENT

RESOLUTION NO. 2025152

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE CITY OF POUGHKEEPSIE TO IMPLEMENT THE NEW YORK STATE RENTAL REGISTRY AND PROACTIVE INSPECTION PROGRAM TO IDENTIFY LEAD HAZARDS

Legislators D'AQUANNI, HOUSTON, PAOLONI, GORMAN, CASWELL, and KAUL 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 New York State Department of Health has granted Dutchess County Department of Health ("DCDOH") funding under the NYS Rental Registry & Proactive Inspection Program to Identify Lead Hazards ("Rental Registry"), and

WHEREAS, the DCDOH desires to establish a partnership with the City of Poughkeepsie to implement the Rental Registry with the 12601 zip code being designated as the targeted area for the Rental Registry program and includes property owners who own dwellings built prior to 1980, with two or more units, and

WHEREAS, by entering into an intermunicipal agreement with the City of Poughkeepsie, the City will assist DCDOH with implementing the Rental Registry, which includes program planning, evaluation rental housing for lead-based paint hazards and conducting clearance activities, as well as provide training for Building Department staff to perform said duties, and

WHEREAS, the City and the County have determined that it is in their respective best interests to enter into this 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 the agreement, 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-097-25
G-0153
CRC/rjw
08/13/25
Fiscal Impact: None.

APPROVED
Susan Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

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 October 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 October 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 $ 59,750

Total Current Year Revenue $ 59,750

and Source
Lead Rental Registry Grant C#39921

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

Identify Line Items(s):
A.4010.29.4401.106

Related Expenses: Amount $ 0

Nature/Reason:
subcontract with the City of Poughkeepsie for Lead Rental Registry Inspections

Anticipated Savings to County: $0

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:
Funding was already approved in the County approved budget, line number A.4010.29.4401.106. This resolution is to authorize inter-municipal agreement to enable the City of Poughkeepsie to perform its contracted obligations under this grant.

Prepared by: Zen W. Herter, Senior Planner Prepared On: 7/24/2025

Dut.pdf

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, 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, whose address is 62 Civic Center Plaza, Poughkeepsie, New York 12601 (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, by Resolution No._____, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into a shared services contract with any Municipality, town, village, school district or other unit of local government who requested that the County and the Municipality establish a partnership to implement the NYS Rental Registry & Proactive Inspection Program to Identify Lead Hazards (Rental Registry) in Dutchess County, and

WHEREAS, the Municipality has requested that the County of Dutchess through its Department of Health will work with the Municipality on Rental Registry program planning which includes planning meetings, supporting program objectives, reviewing housing data, outreach to landlords, property owners, etc. and field training and certification by City representative and City of Poughkeepsie building department staff, 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 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 assistance from the County for the purpose of assisting the Dutchess County Department of Health with implementing the Rental Registry Grant Program, which includes program planning, evaluating rental housing for lead-based paint hazards. This Agreement will cover training of Poughkeepsie City Building Department staff to perform these duties, and

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

1. SCOPE OF SERVICES. The Municipality shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services set forth in **Exhibit "A"** annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective ***September 1, 2025, and shall terminate on March 31, 2026***, unless otherwise terminated as set forth herein.

3. EXTENSION. This Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years from the original Agreement date, upon such terms and conditions as may be agreed between the parties in writing by fully executing a contract extension/amendment.

4. PAYMENT. As full and complete consideration for the services rendered, the County shall pay a total sum not-to-exceed **FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 ($59,750.00) DOLLARS**. Municipality shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

Payment of the above consideration shall be made to the Municipality upon submissions of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. INDEPENDENT MUNICIPALITY STATUS. The Municipality agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Municipality or its employees; that the Municipality shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Municipality shall have no workers' compensation or disability coverage through the County for the Municipality or its employees, and that the Municipality shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

6. INDEMNIFICATION. The Municipality agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Municipality's work. The Municipality shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

7. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Municipality and its sub-contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
c. In the event that the Municipality is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury, property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Pollution/Asbestos Liability insurance in the sum of $1,000,000 per claim, and $2,000,000 in the aggregate. This insurance shall include coverage for the following activities, including but not limited to: removal, replacement, enclosure, encapsulation and/or disposal of Asbestos, or any other hazardous materials, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and cleanup costs. If a retroactive date is used, it must pre-date the inception of the Contract. If motor vehicles are to be used for transporting hazardous materials, the Contractor shall provide Pollution Liability Broadened Coverage (ISO Endorsement CA 9948), as well as the MCS-90 endorsement. The owner and all other parties as required by contract shall be listed as additional insureds

The Acord form certificate of insurance must contain the following provisions:

(A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
(B) The commercial general and automobile policies are primary and noncontributory.

(C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.

(D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.

(E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Municipality. The Municipality and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Municipality may be suspended in the event the Municipality and its sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

County of Dutchess
Attn: Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Municipality to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Municipality to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Municipality from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Municipality concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due

the Municipality until the Municipality furnishes such additional security as is determined necessary by the County.

8. QUALIFICATIONS OF MUNICIPALITY. The Municipality specifically represents that it and its members, officers, employees, agents, servants, consultants and sub-contractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

9. DECLARATION BY MUNICIPALITY. Municipality declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

10. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status.

Municipality shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

11. RETENTION OF RECORDS. The Municipality agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

12. 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.

13. TERMINATION. (a) *Without cause*. The County may terminate this Agreement upon ten (10) days' prior written notice to the Municipality 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 Municipality of termination with cause.

In the event of termination with or without cause, the Municipality shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement and the County shall pay to the Municipality all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Municipality's failure to fulfill its obligations under this Agreement, or any other fault of

the Municipality, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Municipality under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Municipality shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Municipality shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Municipality therefore.

14. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

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

Dutchess County Department of Health
85 Civic Center Plaza, Ste 106
Poughkeepsie, New York 12601

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12601

16. 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.

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

18. 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.

19. NO ARBITRATION. Disputes involving this Agreement, 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".

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Municipality hereby consents to service of process on it by registered or certified mail, return receipt requested or by email. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the email has been delivered. Municipality must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Municipality will have thirty (30) calendar days after service is complete in which to respond.

21. NOTICE OF INTENT TO SUE. (a) Municipality agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Municipality shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Municipality believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Municipality, of the County's choice, as to any matter arising under this agreement within the 90-day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

22. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. AUDIT. Municipality shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Municipality, its employees, agents, assigns, and sub-contractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. Municipality shall not be entitled to any interim or final payment under this Agreement, ***and any overpayment may be recouped,*** if any audit requirements and/or requests have not been satisfactorily met ***or if any expenditures or fees by the Municipality are determined to be irregular by the auditor.*** This paragraph shall survive the termination of the Agreement.

25. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Municipality shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this Agreement null and void.

26. MUNICIPALITYS OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, Municipality shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Municipality(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

27. REQUIRED PROVISIONS OF LAW. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

28. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Municipality at the address indicated in the introductory paragraph of this Agreement.

29. ENFORCEMENT EXPENSES. Municipality shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

30. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Municipality under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

31. RULES OF CONSTRUCTION. This Agreement 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.

32. POLICIES AND PROCEDURES. All work completed under this Agreement is subject to the Manual of Policies and Procedures for Contracted Services. A copy of this Manual is attached hereto as **Exhibit "B"**. This Manual is subject to change by the County. A current version of the Manual is available at this link: http://DutchessNy.gov/ContractedServices

33. CONFIDENTIALITY. The Municipality shall comply with applicable federal and state requirements for confidentiality of records and information and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

34. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

35. 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 made this ____ day of _____, 2025.

APPROVED AS TO FORM:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____
Anthony J. Ruggiero, M.P.A.
Assistant Commissioner of Administration
Dutchess County Department of Health

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Susan J. Serino, County Executive

CITY OF POUGHKEEPSIE

BY: _____
Name: _____
Title: _____

Exhibit A

City of Poughkeepsie

Scope of Services

Rental Registry & Proactive Inspection Program

To Identify Lead Hazards

April 1, 2025 – March 31, 2026

Purpose:

The purpose of this Agreement is to establish a partnership between the Dutchess County Department of Health (DCDOH) and the City of Poughkeepsie ("City") to implement the NYS Rental Registry & Proactive Inspection Program to Identify Lead Hazards ("Rental Registry").

The anticipated start date of Rental Registry inspection activities is November 1, 2025.

Target Area:

The 12601-zip code area has been designated the community of concern in Dutchess County. The target area for the Rental Registry program is the 12601-zip code area within the City of Poughkeepsie. Property owners who own dwellings built prior to 1980, with two or more units and located in this target area, are subject to Rental Registry requirements.

Performance Standards Under this Contract:

A) City representatives shall assist the DCDOH with Rental Registry program planning, including the following activities:

- Participate in program planning meetings with the DCDOH Rental Registry staff. A minimum of two City staff shall attend.

  The dates and regularity of these meetings will be mutually agreed upon but must occur at a frequency that ensures program implementation by November 1, 2025.

- Maintain regular communication with the DCDOH Rental Registry staff to support program planning and implementation objectives. This communication may occur between regularly scheduled meetings.

- Review available housing data provided by the DCDOH, resolve discrepancies with the existing housing data, and identify additional housing that meets the target area criteria.

  When housing eligible for the Rental Registry program is identified, the property tax map number, property address, year built, and number of units shall be provided to the DCDOH in a format acceptable to the Department.

- Participate in Rental Registry outreach to landlords, property owners, tenants, and other relevant stakeholders.

B) Building Department staff and other authorized City representatives responsible for Rental Registry inspection activities shall participate in field training with DCDOH staff.

- Training will include how to conduct visual assessments to identify conditions conducive to lead poisoning in housing; dust wipe sampling and sample submission; visual assessments to determine compliance with remediation requirements; other tasks relevant to performing Rental Registry inspection and clearance activities.

C) One Building Department staff member or one authorized City representative responsible for Rental Registry inspection activities shall become an Environmental Protection Agency certified Lead Risk Assessor.

- Certification includes satisfactory completion of a Lead Inspector training course offered by an EPA-accredited training provider; satisfactory completion of a Lead Risk Assessor training course offered by an EPA-accredited training provider; passing the Lead Risk Assessor certification examination.

  Additional requirements and qualifications for Lead Risk Assessor certification may be found in § 745.226: https://www.ecfr.gov/current/title-40/chapter-I/subchapter-R/part-745/subpart-L/section-745.226

D) Building Department staff and other authorized City representatives responsible for Rental Registry inspection activities may attend the free DCDOH-sponsored Renovation Repair and Painting training class.

E) Building Department staff and other authorized City representatives responsible for Rental Registry inspection activities shall perform visual assessments of eligible pre-1980 built multi-family dwellings located in the 12601-zip code area within the City of Poughkeepsie.

- Identifying Dwellings for Initial Assessment:

  i. DCDOH Rental Registry staff will refer properties requiring assessment to the Building Department or other authorized City representatives responsible for Rental Registry inspection activities.

  ii. Inability to access a property or individual dwelling unit(s) for an assessment shall be reported to the DCDOH within two (2) weeks of receiving the property or unit referral. This notification must include documented attempts to gain access.

  iii. When City staff identify a dwelling for assessment, notification must be made to DCDOH Rental Registry staff within 48 hours to avoid duplication of services. Notification shall include the property's tax map number, property address, year built, and number of units within said dwelling.

- Conducting Assessments:

    i. At each eligible dwelling, unit interiors, common areas, and exterior areas shall be assessed for the presence of deteriorated paint, visible paint chips, debris or residue. The presence of deteriorated paint on an interior surface is considered a condition conducive to lead poisoning, or "hazard".

    ii. Dust wipes must be collected when no condition conducive to lead poisoning, or "hazards", are found in interior areas.

    iii. Assessments of exterior areas shall include garages and other outbuildings. The presence of deteriorated paint on an exterior surface is considered a condition conducive to lead poisoning, or "hazard".

    iv. Assessments of exterior areas shall also include an evaluation of soil conditions on the property as defined by boundaries recorded in a registered deed. The presence of bare soil is considered a condition conducive to lead poisoning, or "hazard".

F) Building Department staff and other authorized City representatives shall conduct reinspections, when assigned by DCDOH. Assigned reinspections will fall into the following categories of follow-up activities:

- Dust wipe resampling when results of initial dust wipe samples exceed dust-lead hazard standards, also known as dust-lead reportable levels.

- Dust wipe resampling when post-remediation dust wipes exceed dust-lead clearance levels, also known as dust-lead action levels.

- Visual assessment of interior work to determine compliance with remediation requirements. When it is determined that work has been satisfactorily completed, dust wipe sampling must be conducted.

- Visual assessment of exterior work, including areas where bare soil had been identified, to determine compliance with remediation requirements.

G) Building Department staff and other authorized City representatives responsible for Rental Registry inspection activities shall submit findings from visual assessments and reinspections to the DCDOH within five (5) business days of completing the activity. Submission shall be in a format acceptable to the DCDOH.

- All dust wipe samples collected, with associated chains of custody, shall be relinquished to the DCDOH on a weekly basis.

Payment Schedule:

The maximum amount payable under this contract is $59,750.

Reimbursement shall be made to the City using the following schedule:

A) Planning Activities:

- Program planning meeting attendance and participation, with two staff in attendance: $100 per hour
- Reviewing, resolving discrepancies, and updating existing housing data: $50 per hour

Invoice for reimbursement shall detail the hours spent on reimbursable activities.

B) Training Activities:

- Field training with DCDOH staff: $50 per hour per person

  Invoice for reimbursement shall detail the hours spent on reimbursable activities.

- Attendance time at the DCDOH-sponsored Renovation Repair and Painting training course: no reimbursement
- Attendance of one (1) authorized City representative at the EPA Lead Inspector and Lead Risk Assessor Training Courses: $400 per class day plus the following:
  - Actual cost of EPA Lead Inspector Training Course from accredited training provider
  - Actual cost of EPA Lead Risk Assessor Training Course from accredited training provider
  - Pre-approved travel expenses, including hotel accommodations, to EPA Lead Inspector and EPA Lead Risk Assessor Training Courses - not to exceed $1500
  - EPA Certification Exam - $70
  - Individual EPA Lead Risk Assessor Certification - $410

  Invoices for reimbursement must include proof of payment/receipts for the above training activities, allowable travel expenses, and certification costs as well as copies of the Certificates of Completion for the EPA Lead Inspector Training Course and the EPA Lead Risk Assessor Training Course.

C) Inspection Activities:

- Interior Assessment (initial or reinspection) including assessment documentation: $50 per unit

- Common Area Assessment (initial or reinspection) including assessment documentation:

    - $25 entire common area in dwelling with up to four (4) floors

    - $50 entire common area in dwelling with five (5) or more floors

- Dust Wipe Re-sampling, including preparation of chain of custody: $25 per unit or common area

- Exterior Assessment (initial), including assessment documentation: $50 per entire exterior area, including soil conditions and outbuildings on the property as defined by boundaries recorded in a registered deed.

- Exterior Assessment (reinspection), including assessment documentation : $25 for entire exterior area, including soil conditions and outbuildings on the property as defined by boundaries recorded in a registered deed

Requests for reimbursement must be submitted in a format and at a frequency deemed acceptable to the Department. Payment will be made after review and approval of submitted documentation.

Dutchess County Manual of Policies and Procedures	Contracted Services Policy
Applies to: Contractual Agreements to which it is attached.	Policy 00.04
Effective/Revised Date: 3/21/18/ Revised 11/08/2019	Page 1 of 11

Policy Statement:

The purpose of this policy is to establish consistent County procedures applicable to organizations with whom the County contracts to provide programs or services to the public on behalf of the County. This policy will be included in any contractual agreements to which it applies.

Definitions:

1. Department: is the County department the organization is contracting with.
2. Program: is the funded activity, project, or program.

Procedures:

1. OUTCOMES: The outcomes provided in the scope of services will be used to evaluate all payment requests and future funding requests.
2. INSURANCE GUIDELINES: Dutchess County has specific insurance requirements for all organizations under contract with the County. Details are provided in Appendix I.
3. OUTREACH MATERIALS
    A. Attribution: Outreach materials, in print or via electronic means (i.e., Facebook, Instagram, etc.), must include the statement "paid for in part by Dutchess County." The Dutchess County Seal should also be included if practical and appropriate.
    B. If the organization is providing programs and or services to special needs communities, they must include the "ThinkDIFFERENTLY" logo on outreach materials and advertising for the program or service.
    C. Pre-Approval: Outreach materials must be emailed/sent to the contract department for approval prior to distribution.
4. AMERICANS WITH DISABILITIES ACT (ADA): All organizations who receive funding under County Contract must comply with the provisions as set forth in the ADA. Organizations cannot discriminate against individuals based on disability in the activities they provide. Organizations are also encouraged to incorporate measures that promote Dutchess County's ThinkDIFFERENTLY initiative.
5. PAYMENT REQUESTS, REPORTING AND PERFORMANCE REVIEW
    A. Submission Deadlines:
        i. Organizations will submit progress reports and/or payment requests to the department at least quarterly, within 45 calendar days after the end of each quarter.
        ii. Earlier due dates may apply at year-end. The County will notify organizations via e-mail of any earlier due dates.
        iii. Each department can change the reporting requirements if different periods are necessary for reimbursement claiming or reporting.
        iv. If an organization fails to submit payment requests and/or reports by the due date, the Executive Director or Chief Elected Official of the organization will receive an email from the department within 5 business days of the due date.
    B. Payment Request Documentation:
        i. Payment Request Form signed by the Executive Director/Chief Elected Official or the Chief Financial Officer;

ii. Outcome Report as applicable per departmental requirements;
iii. General Ledger Transaction Detail, which includes vendor name, date of service, payment type & date (check or transaction number), and amount of expense;
iv. Copies of receipts/invoices to substantiate general ledger transactions for expenditures exceeding $1,000. All receipts/invoices must be made available to staff during a site visit or upon request;
v. Personnel Summary or comparable document
vi. For municipal projects only:
    a. Approved and paid municipal payment voucher complete with all signatures or its' equivalent (i.e., printout from your financial software program);
    b. Any approved change orders(s);
    c. Certified payrolls for projects with contracted labor.

C. Withholding Payment: The department has the right to withhold payment if:
    i. The work performed by the organization is Not in Compliance with the terms of the agreement and the Policies and Procedures.
    ii. The payment request is not in compliance with payment request documentation requirements listed above.
D. Performance Review: The department will review the organization's progress reports and performance in relation to the scope of services and performance measures as described in the agreement. The resulting data will be used to redirect efforts when indicated, or reinforce performance.

6. BUDGET ADJUSTMENT
    A. Organizations requesting a budget adjustment must notify the County of such adjustments by emailing the Budget Adjustment Form to the department as soon as the need is known and prior to seeking reimbursement. The department will review such requests to ensure appropriateness before approval of future payments to the organization. Failure to obtain budget adjustment approval prior to expenditure of funds may result in non-reimbursement.
    B. Only three budget adjustments will be considered during the term of the contract.
    C. Limited budget adjustments will be considered during the final month of the term of the agreement. No budget adjustments, will be considered once the program term has expired without a formal written request.
    D. Organization shall give notice to the County of any changes in other funding sources related to the program including the amount of the funding change.
7. FISCAL GUIDELINES: Payment requests should be limited to those expenses that relate solely to the program being delivered during the payment request period.
    A. All expenses must be necessary, reasonable and justified, and within the approved budget.
    B. Expenses related to more than one program must be pro-rated or charged as indirect, as appropriate.
    C. All County funded activities are subject to County Procurement Policies and Procedures. Federal and state funded activities may have additional requirements noted in their specific program policies and procedures. A summary of the procurement guidance can be found in Section 10.

D. Maintain records for each program in a manner consistent with generally accepted accounting practices.
E. Use a record keeping system, which maintains a separate identity for each program.
F. Maintain a list of all funds received under the agreement, including a description of the source and amounts. (Cash Receipts Journal)
G. Maintain a list of all funds disbursed under the agreement including payee and amount. Any payments made after the termination date of an agreement must be for expenditures incurred during the program term. (Cash Disbursements Journal)
H. Duplicate claims for costs or services from more than one source are unacceptable.
I. Maintain complete and accurate documentation to support revenues and expenses (e.g. bank deposit slips; invoices; time sheets; employee reimbursements for travel, meals and supplies, indirect cost detail; cash receipts; and disbursements journals).
J. County funds may be used for furniture and equipment if the predominant use (50% or more) is for the County funded program. Organizations must maintain an inventory of furniture and equipment purchased with County funds until disposal for items costing $1,000 or more and any furniture, electronic or audio visual equipment, projectors, computers, printers, copiers and power tools of any cost purchased with County funds through an approved tracking system. The inventory will be reviewed during monitoring and may include a review of the item's make/model, serial number, location, and condition. Prior to disposal of an asset, the county, at its discretion, will determine if the item must be returned or will approve the entity's plan for disposition.
K. If the organization maintains a petty cash fund, the following information must be maintained for all disbursements: Amount, Date, Payee, Purpose, Item purchased, Approved by, and Received by.
L. The department will not reimburse for any sales tax incurred by a tax exempt organization, except:
    i. When exempt status is not recognized out of state, or
    ii. For employee meal reimbursement claims, which must include an itemized receipt and be part of their official duties.
M. Originals of documentation must be made available to staff during monitoring/audits or upon request. Documentation must be kept for a period of ten years after the end of the agreement, unless otherwise specified by the department.
N. No costs incurred before the starting date or after the ending date of a contract period will be reimbursed.

8. DIRECT COSTS: Direct costs are identified specifically in the budget and contract scope, and can be easily and accurately assigned to activities of the program or service.
    A. Personnel
        i. Salaries charged to the program should be based on actual hours spent on the funded program times the employee's hourly billing rate.
        ii. Timesheets: Detailed and accurate time records for all employees paid under the contract must be kept by the organization and available upon monitoring/audit by the County. Acceptable time records must show the total hours worked, benefit time used, and the number of hours

worked on the funded program for each day during the covered period, which should generally coincide with regular pay periods. Payroll documentation must be completed in accordance with the organization's accepted practice and be approved by a responsible official(s). Other detailed information may be required based on funding source requirements.

iii. Personnel services are reimbursable for direct program delivery. Extended medical and disability leave as well as leave defined under the state's Paid Family leave law will be paid only if program services are still provided, disability or leave insurance is not already paying the leave benefit, and no additional charges are submitted for coverage pay. The agency must submit a plan to the department for approval before the leave occurs, which defines how the leave will be covered and who will be providing the service. If the department determines that outcomes have not been met as a result of the extended leave, the reimbursement paid for the extended leave will need to be paid back to the County. Bonuses and severance packages are not eligible for reimbursement.

iv. Fringe: Fringe payments are allowable provided they are reasonable and required by law, or organization policy or agreement. These generally include FICA, unemployment insurance, workers' compensation, medical insurance, cost of leave and pension/retirement costs.

B. Contractual/Consulting Services: This category includes costs for organizations and individuals external to the organization that have entered into a written agreement with the organization to provide any services outlined in or associated with the agreement, and whose services are to be funded under the program budget within a program year.

i. All consultant arrangements must be by written agreement and approved by the County through the budget process.

ii. Insurance: All Consultants are subject to the County's insurance requirements listed in Appendix I.

iii. Consultant agreements or a series of agreements with the same consultant for $20,000 or more must be emailed/sent to the department for approval prior to execution.

C. Travel & Meals

i. Travel plans must be approved as part of the organization budget submission to the County. Any travel plans in excess of the original budget that require a budget modification require pre-approval.

ii. Mileage will be reimbursed in accordance with the organization's standard rate, not to exceed the IRS rate in effect at the time of travel. Mileage reimbursement excludes normal round trip to and from work.

iii. Meals unrelated to the funded program shall not be reimbursable, (eg., organization parties and executive meals and meals at meetings). Charges for alcohol are not reimbursable and gratuities shall not exceed 20% of the total bill.

D. Equipment Purchase/Lease

i. Refer to Fiscal Guidelines, Section 7 (j)

ii. Equipment needed to meet the program objectives may be either purchased or leased, whichever is more economical, and may be reimbursed based on the pro-rated portion of the entire expenditure that is related to the program.

iii. Cars or vans cannot be purchased without specific written approval from the department. If vehicles are leased, the costs must be listed under Vehicle Lease section of the budget.

E. Supplies: The department will reimburse for those supplies (e.g. paper, binders, stationary, pens, paper clips) which are used specifically in connection with the program during the term of the agreement. General office supplies are indirect costs.

F. Incentives: The use of incentives in the funded program and the organization's policies and procedures related to incentives should be pre-approved through the budget process. Incentives are allowable if the expenditures can pass the following two tests:

i. Expenditures using public funds must be appropriate, and

ii. Expenditures for incentives should be nominal rewards as pre-approved by the department through the organization budget submission.

G. Other Expenses Directly Related to the Program: includes items that are solely related to the services to be provided, but are not specifically included in the previous categories. These items may include: participant travel, staff training, insurance, occupancy, licensing fees, client costs, printing, shipping, delivery and messenger services, materials development costs, advertising costs for recruiting new hires, books, journals, periodicals, audio-visual services, facility rental, program refreshments. Additional criteria or clarification for some of these categories is listed below:

i. Participant travel: Explain the purpose of travel, number of participants, estimated miles, and frequency (ex. per day, per week).

ii. Occupancy: Real estate rental, utility, telephone, and heating fuel costs for space related solely to the program.

iii. Client Costs/Funds to Customers: Wages, stipends, incentives, client mileage, client meals, client supplies, etc.,

iv. Client meals are allowable if consumed by clients in connection with the program. Expenses incurred for a staff person(s) acting as a chaperone for a client outing is reimbursable. Meal expenses must be reasonable and nominal, as defined previously in this section.

H. Printing Services: Audio-visual and print production costs, reprint permissions, reproduction, and photocopying costs. All organizations must make reasonable efforts to have printing services performed by the Dutchess County Division of Central Services Print Shop. If not able to utilize the Dutchess County Print Shop, secure the lowest responsible bidder for printing services. In instances where a printing job is in excess of $5,000, documentation that shows that the lowest cost source has been used must be provided with the payment claim.

9. INDIRECT COSTS: Indirect costs are the expenses of doing business including administrative expense and overhead necessary for the general operation of the organization.

A. The County will allow indirect costs of up to 18% of the total direct costs, unless otherwise specified in the contract agreement.

B. Indirect costs will be reimbursed based on the direct costs submitted for reimbursement.

C. If the organization has an agreed upon indirect rate less than 18% through RFP response or some other agreement, it shall use that rate. Programs funded with federal or state funds may use a different indirect rate and formula.

10. PROCUREMENT REQUIREMENTS: The purpose of these requirements is to ensure procurement is conducted efficiently while ensuring free and open competition to the maximum extent practical. Where County funds are being directly used to procure goods or services, the County requires compliance with Section 103 of General Municipal Law (GML), which requires formal bidding for purchases in excess of $20,000 and public works in excess of $35,000. The County has separate standards for purchases below the GML 103 thresholds, which are outlined in the full Procurement Policy. The chart below summarizes the requirements.

Dutchess County Procurement Policies and Procedures	
Estimated Acquisition Cost	**Procedure[1]**
Goods and Services (includes material and equipment leasing)	
$1-$4,999	No formal quotation required. Purchase shall be made based on reliable market information such as catalogues, phone quotes or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$5,000-$19,999	Formal written quotations, obtained through the automated process [Empire State Purchasing Group (ESPG)] from at least three responsible bidders, or purchase from a State Contract.
$20,000 and over	Formal bidding via ESPG.
Public Works/Construction	
$1-$9,999	No formal quotation required. Purchase shall be made based on reliable market information such as phone quotes or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$10,000-$34,000	Formal written quotation from at least three responsible vendors.
$35,000 and over	Formal bidding via ESPG.
Professional Services	
$1-$19,999	No formal quotation required. Purchase shall be made based on reliable market information such as phone quotes or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$20,000-$39,999	Formal written quotation from at least three responsible vendors.
$40,000 or over	Formal request for proposal (RFP)[2] secured through ESPG.
[1]All CDBG procurement must include MBE/WBE outreach.	
[2]The County will consider a Request for Qualifications if the task requires more specialized experience than a general practitioner in the relevant field may be able to provide. The community will need to submit a written request with justification for the County's review and approval.	

For guidance on municipal procurement, please contact Dutchess County Office of Central and Information Services, Central Services Division at 845-486-3670.

11. MONITORING: Monitoring will be done through site visits and progress reports submitted with billing as well as a review of financial reports, supporting documentation and periodic communication as designated by the department. It is the organization's responsibility to ensure they are in compliance with the necessary health and safety issues, programmatic paperwork, and fiscal records.
    A. Site visits: May be required by the department at least once during their initial agreement year to determine fiscal adequacy and program quality. Subsequent monitoring will be based on a risk assessment by the department. Site visits will allow the department to determine whether a program is operating within the parameters in the organization's Agreement and Scope of Services while also allowing the department to provide assistance tailored to the unique needs of a particular organization. Site visits are scheduled with organization personnel. However, unscheduled visits including attendance at public events, may also occur. A program can receive one of the following determinations:
        i. IN COMPLIANCE: The program fulfills its obligations as outlined in the agreement.
        ii. NOT IN COMPLIANCE: The program is not in complete compliance with the agreement. The organization needs to take corrective action. The department will designate a time period in which the problem(s) needs to be resolved. If the organization resolves the problem(s) within the time period, it will then receive an In Compliance determination. If the problem remains unresolved, future funding may be affected.

    The organization will receive a follow-up letter indicating the monitoring results within 30 calendar days of the site visit.
    B. Monitoring Documentation: The following documents should be made available to the County for monitoring purposes.
        i. List of current board of directors
        ii. Board meeting minutes for the last year
        iii. Most recent annual report (if applicable)
        iv. Most recent audited financial statement (if applicable)
        v. Other forms as needed (e.g. IRS Form 990 & CHAR 500)
12. CONFLICT OF INTEREST: A conflict of interest is: "an actual or perceived interest by the member in an action that results or has the appearance of resulting in personal, organizational or professional gain." Persons covered includes: employees, officers or agents, or their immediate family or partners, or employers of any of the above during their tenure and for one year after. Funded organizations may not hire board members to fill any paid staff position or perform any paid consultant service for the organization's program. Board members may provide services for the program on a voluntary basis, but may not serve in the capacity of Executive Director, Chief Elected Official, or Chief Financial Officer, even if these services are provided on a volunteer basis.
13. DISAGREEMENTS: This policy serves as a reference tool to assist all organizations in the programmatic and fiscal aspects of their responsibilities. While comprehensive, it does not cover every situation that might occur. In the event of an unresolved disagreement between the department staff and an organization, the Commissioner of the department will make the final determination within these guidelines and regulations.
14. EXTENSIONS (MIG and CDBG Municipal only):

A. One extension per activity will be considered for approval by the Commissioner of Planning and Development.
B. Additional extensions will be considered under extenuating circumstances and with approval by the Community Development Advisory Committee (CDAC).

15. RETAINAGE (MIG and CDBG Municipal only): Unless stated otherwise in the agreement, the County shall hold 10% of the grant award until project completion.
16. RECAPTURE: When a program is 100% complete and the final Request for Payment has been processed any outstanding funds will be recaptured. The organization will be contacted electronically to verify that the program is 100% complete and all costs have been submitted. This will be followed by a written recapture statement, which will be issued by the department for any funds advanced but not spent.

Appendix I
Insurance Requirements Summary

This is a summary of the County's insurance requirements designed to help organizations and their insurance agents provide the appropriate insurance documentation to the County. The full insurance requirements are in the agreement with the County.

All organizations, and any sub-contractors, receiving funds from the County must secure and maintain, at their own cost, the following insurance and provide proof to the County prior to commencing work under any Agreement:

1. Workers' Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each organization shall provide:
    A. A certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, OR
    B. A New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P). The Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided, OR
    C. In the event that the organization is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200, OR
    D. A Certificate of Participation in a Self-insurance Program. For those municipalities participating in the Dutchess County Self-Insured Plan, we will receive verification from the Dutchess County Office of Risk Management.
2. Commercial General Liability Insurance coverage including:
    A. Blanket contractual coverage for the operation of the program with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
    B. Insurance shall be written on an occurrence coverage form.
    C. Insurance shall include coverage for bodily injury and property damage liability. In addition, if your organization provides services to minors 0 to 18 years of age, your insurance coverage shall include sexual abuse, molestation and medical coverage for the participants in the program.
    D. County of Dutchess must be listed as additional insured.
    E. Additional insured endorsement required which shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Depending on the type and scope of work, the County may also require additional insurance coverage for:

1. Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with:
    A. A combined single limit of liability of not less than $1,000,000.
    B. Insurance shall include coverage for bodily injury and property damage liability.
    C. County of Dutchess must be listed as additional insured.

2. Professional Liability, if required, with:

   A. Limits not less than $1,000,000 per occurrence; $3,000,000 in the aggregate.
   B. In the event of expiration or termination of the Agreement, the organization shall either maintain this coverage for not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').
3. Excess/Umbrella Liability, if required, with:
   A. Limits not less than $5,000,000 per occurrence with a $5,000,000 aggregate.
   B. County of Dutchess must be included as additional insured.
4. The Acord form certificate of insurance must contain the following provisions:
   A. The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies.
   B. The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
   C. The commercial general and automobile policies are primary and noncontributory.
   D. The commercial general liability, auto liability and worker's compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
   E. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
5. Notice of Cancellation: Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:
   Dutchess County Attorney
   County Office Building
   22 Market Street
   Poughkeepsie, New York 12601
6. All insurance policies shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. The organization and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the required policies.
7. Description of Operation: Following is a sample Certificate of Insurance (COI) highlighting the required coverage and language for the Description of Operations. This highlighted information is essential. Please review it carefully and submit accordingly as the Director of Risk Management will accept nothing less OR for the sake of ease and clarity we welcome and encourage you to forward this requirement sheet and the sample COI to your insurance agent/carrier for direct submission to us.

   Questions or concerns by you or your carrier should be addressed to:
   George L. Salem, Jr., Director of Risk Management
   Dutchess County Department of Human Resources
   (845) 486-2030 or gsalem@dutchessny.gov

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A : Admitted in NYS (A.M Best rated A- or better)
INSURER B : Non-Admitted in NYS (A.M Best rated A+ or better)
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000
		X	X				MED EXP (Any one person) $ 5,000
							PERSONAL & ADV INJURY $ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG $ 2,000,000
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident) $
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $ 5,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	X			E.L. EACH ACCIDENT $ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 100,000
							E.L. DISEASE - POLICY LIMIT $ 500,000
	Professional Liability (If required)						$1,000,000 Occurrence $3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Dutchess included as additional insured on a primary and non-contributory basis for General Liability, Auto Liability and Excess/Umbrella Liability. General Liability additional insured forms CG2010 7/04 and CG2037 7/04 editions or their equivalent are included. Waiver of Subrogation in favor of County of Dutchess included on General Liability, Auto Liability, Excess/Umbrella Liability and Workers Compensation. 30 Day Notice of Cancellation or Material Change to certificate holder included.

CERTIFICATE HOLDER

County of Dutchess
Attn: County Attorney
22 Market Street
Poughkeepsie NY 12601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

SAMPLE

Environment Committee 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*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni (C)	Absent	
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page		
District 24 - Dover and Pawling	House		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025152 AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE CITY OF POUGHKEEPSIE TO IMPLEMENT THE NEW YORK STATE RENTAL REGISTRY AND PROACTIVE INSPECTION PROGRAM TO IDENTIFY LEAD HAZARDS

OCTOBER 9, 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	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
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	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Resolution:** ✓ **Total :** 19 (Yes) 0 (No)

Absent: 6 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2025152 AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE CITY OF POUGHKEEPSIE TO IMPLEMENT THE NEW YORK STATE RENTAL REGISTRY AND PROACTIVE INSPECTION PROGRAM TO IDENTIFY LEAD HAZARDS

OCTOBER 14, 2025