BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2024214

RE: AUTHORIZING PAYMENT OF 2022 INVOICE FROM 2024 FUNDS AS IT PERTAINS TO THE DEPARTMENT OF FINANCE

Legislators CASWELL, MC HOUL, and GORMAN offer the following and move its adoption:

WHEREAS, the Commissioner of Finance has advised that she has an outstanding invoice from a vendor for services that were provided in 2022, in the sum of $2,815 for which funds were not encumbered before the close out date for voucher submission, and

WHEREAS, the outstanding invoice is payable to the Village of Rhinebeck for two (2) modules of the Granicus subscriptions, covered under an Intermunicipal Agreement, and

WHEREAS, the Commissioner of Finance has advised that the said charges are proper and should be paid; and

WHEREAS, the State Comptroller has, pursuant to County Law Section 362, expressed the opinion that claims for services rendered to a county in an earlier year may be paid in a later year if the contracts were valid when made and if there are moneys legally available to be used for such purposes (Opinion 69-686), now, therefore, be it

RESOLVED, that payment from 2024 funds is hereby approved from the following accounts in the amounts indicated:

Line Item No.		Amount
A.1310.4670.95	Subscriptions	$2,815

CA-141-24
EMW/rjw
G-0145-A
11/14/2024
Fiscal Impact: See Attached.

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 12/12/2024

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 9th day of December 2024, 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 9th day of December 2024.

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 $ 2,815

Total Current Year Revenue $ _____

and Source
Existing Appropriations

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

Identify Line Items(s):
A.1310.4670.95 Subscriptions

Related Expenses: Amount $ _____

Nature/Reason:
Unpaid 2022 expense

Anticipated Savings to County: _____

Net County Cost (this year): $2,815

Over Five Years: _____

Additional Comments/Explanation:
The Department of Finance recently became aware of an unpaid invoice for the Village of Rhinebeck from 2022. The payment is to reimburse a portion of their cost of a Granicus subscription. No budget amendment is needed.

Prepared by: Heidi Seelbach, Commissioner of Finance Prepared On: 11/13/2024

Dut.pdf

GRANICUS

Invoice

RECEIVED
JAN 18 2023
BY: KD

Granicus
Dept CH – Box 19634
Palatine, IL 60055 - 9634

Please remit via ACH to:
Routing #: 022000020 Acct #: 269099115

Date	8/10/2022	Invoice #	154777
Terms	Net 30	Due Date	9/9/2022
		P.O. Number	

Bill To	Sold To
Rhinebeck Village NY 76 East Market St Rhinebeck NY 12572 United States	Rhinebeck Village NY 76 East Market St Rhinebeck NY 12572 United States

Description	Term Start Date	Term End Date	Amount
Address Identification	7/15/2022	7/14/2023	2,500.00
24/7 Hotline	7/15/2022	7/14/2023	168.00
Compliance Monitoring	7/15/2022	7/14/2023	315.00
Rental Activity Monitoring	7/15/2022	7/14/2023	420.00
			$ 2815.00

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business

Subtotal	3,403.00
Tax Total	~~276.50~~
Total	$3,679.50
Amount Due	$ 3,679.50 USD

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, 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 **VILLAGE OF RHINEBECK,** a municipal corporation, whose address is 76 East Market Street, Rhinebeck, New York 12572 (hereinafter referred to as the "Municipality").

WITNESSETH:

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

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

WHEREAS, Granicus, LLC, (hereafter "Granicus") through County Contract No. 18-0009-12/18-FI, has agreed to allow local municipalities to purchase Address Identification and Compliance Monitoring modules at a reduced rate, and

WHEREAS, the Municipality has requested that the County of Dutchess reimburse them for the modules they purchased from Granicus, and

WHEREAS, by Resolution No. 2021179, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into an intermunicipal agreement with any city, town, village, or other unit of local government who requested that the County reimburse them for the Address Identification and Compliance Monitoring modules they purchased from Granicus, and

WHEREAS, by Resolution No. 2021179, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide reimbursement for the Address Identification and Compliance Monitoring software modules purchased from Granicus, by any city, town, village, or other unit of local government, and

WHEREAS, this Agreement is intended to be used for municipal corporations that have requested assistance from the County for reimbursement for Address Identification and Compliance Monitoring modules purchased from Granicus so long as the requesting Municipality has adopted short-term rental regulations and seeks assistance in communicating those regulations,

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

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

2. TERM OF AGREEMENT. This Agreement shall be effective July 15, 2022, 2022, and shall terminate on July 14, 2023, unless otherwise terminated as set forth herein.

3. EXTENSION. This Agreement may be extended for four (4) additional periods of one (1) year each, not exceeding in total five years, upon such terms and conditions as may be agreed between the parties.

4. PAYMENT. The County of Dutchess will reimburse the Municipality for a sum not to exceed **Five Thousand ($5,000.00) Dollars** annually towards the cost of the purchase of Address Identification and Compliance Monitoring modules from Granicus, per the Scope of Services attached hereto as Exhibit "A". In order to receive a reimbursement from the County, the Municipality must submit Local Short-Term Rental Regulations and a copy of a paid invoice from Granicus within thirty (30) days of the Municipality's receipt of the invoice from Granicus. Reimbursement shall only occur upon submission of these forms in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. LIABILITY.

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

(b) The Municipality shall assume liability for, defend against, and exempt the County from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Municipality, its employees, servants or agents arising out of the performance of this Agreement.

6. 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 monies 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 monies for the purpose of this Agreement.

7. NON-ASSIGNMENT. This Agreement may not be assigned by the Municipality, nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of, without the previous written consent of the County.

8. TERMINATION.

(a) *Without cause*. The County may terminate this Agreement upon twenty (20) 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.

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

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

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

12. NO ARBITRATION. Disputes involving this 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."

13. 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.

14. AUDIT. The 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 subcontractors.

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. The 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. The 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.

15. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time to time Municipalities 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.

16. 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 Contractor at the address indicated in the introductory paragraph of this Agreement.

17. 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."

18. 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.

19. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission, or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 2nd day of March, 2023.

APPROVED AS TO FORM:

County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Rachel J. Kashimer,
Deputy County Executive

APPROVED AS TO CONTENT:

BY: _____
Heidi Seelbach, Commissioner of Finance

VILLAGE OF RHINEBECK

BY: _____
Gary Bassett, Mayor

22-0682-7/23-FI
17949
3/2/2023

EXHIBIT A

Dutchess County agrees to reimburse a municipality for a sum not to exceed $5,000.00 toward the cost of a subscription to Granicus, LLC (Granicus) software on an annual basis. The subscription shall be limited to Address Identification and Compliance Monitoring modules only for local municipalities who have adopted short-term rental regulations and are looking for assistance in communicating those regulations. The annual fee for these two modules range from $2,500 (for a municipality with fewer than 50 listings) to $5,000 or more (for municipalities with more than 50 listings where the cost is calculated on a per listing basis). The municipality agrees that any reimbursements made by the County under this Intermunicipal Agreement will not exceed $5,000.00 annually.

Granicus will provide municipalities the addresses of short-term rentals and features the ability to send customized letters to hosts outlining zoning requirements, noise ordinance terms, building code requirements, and other information pertaining to their rental. There are a small percentage of listings where Granicus will have identified a rental listing, the approximate road location, and provide pictures of the rental unit, but not have an exact physical address – in these cases, the municipality will be asked to assist Granicus in gathering an exact street location.

In order to receive reimbursement from the County, the municipality must submit Local Short-Term Rental Regulations and a copy of a paid invoice from Granicus within thirty (30) days of the municipality's receipt of the invoice from Granicus.

Budget, Finance, and Personnel 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 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul	Absent	
District 21 - East Fishkill	Caswell (C)		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

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

2024214 AUTHORIZING PAYMENT OF 2022 INVOICE FROM 2024 FUNDS AS IT PERTAINS TO THE DEPARTMENT OF FINANCE

DECEMBER 5, 2024

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		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2024214 AUTHORIZING PAYMENT OF 2022 INVOICE FROM 2024 FUNDS AS IT PERTAINS TO THE DEPARTMENT OF FINANCE

DECEMBER 9, 2024