

**INTERMUNICIPAL AGREEMENT
TOWN OF MONROE-TOWN OF WOODBURY
DIAL-A-BUS SERVICES - 2019**

THIS AGREEMENT made by and between the TOWN OF MONROE and the TOWN OF WOODBURY, municipal corporations organized under the Laws of the State of New York, is entered into pursuant to Article 5-G of the General Municipal Law.

WHEREAS, the TOWN OF MONROE operates a Dial-A-Bus system within the Town; and

WHEREAS, the TOWN OF WOODBURY does not operate a Dial-A-Bus system within its Town but is desirous of having access to such service for its residents; and

WHEREAS, the TOWN OF MONROE is willing to extend services to the residents of the TOWN OF WOODBURY upon the terms and conditions set forth herein; and

WHEREAS, the TOWN OF WOODBURY is willing to accept and pay for such Dial-A-Bus services to be provided by the TOWN OF MONROE for the benefit of its residents.

NOW, THEREFORE, the parties agree as follows:

1. The TOWN OF MONROE agrees to provide to the residents of the TOWN OF WOODBURY Dial-A-Bus "Curb to Curb" service one day per week between the hours of 8:30 a.m. and 3:30 p.m. beginning on Tuesday, January 8, 2019, and continuing each Tuesday thereafter for the term of this contract.
2. The service contemplated herein shall entail the transportation of TOWN OF WOODBURY residents to the following locations: Woodbury Senior Citizen Center, Woodbury Commons, Kohl's Plaza and commercial centers and doctors' offices within the TOWN OF MONROE. Rules of operation, including cancellations for inclement weather, shall be the same as those employed by the TOWN OF MONROE for its own Dial-A-Bus service. Upon agreement from both municipalities, another day may be added when service is available.
3. The TOWN OF MONROE shall provide all services and equipment contemplated under this contract including, but not limited to, buses, drivers, dispatching, insurance, and administration.
4. The TOWN OF WOODBURY agrees to reimburse the TOWN OF MONROE for all costs and expenses in operating the Dial-A-Bus service being offered to the TOWN OF WOODBURY residents including, but not limited to, salaries, benefits, maintenance, insurance, administration costs (i.e., dispatching, scheduling, record keeping), the percentage of the local match for County payment and for such other incidental expenses that may be incurred by the TOWN OF MONROE. Invoices shall be submitted by the TOWN OF MONROE quarterly beginning on April 1, 2019 and then continuing each quarter thereafter. The TOWN OF WOODBURY shall make payments to the TOWN OF MONROE by the end of the month following the last day of the previous quarter.
5. The TOWN OF WOODBURY further agrees that all revenues associated with the service shall be the property of the TOWN OF MONROE. Revenues include all fares, Federal funding, State Transportation Operating Assistance (STOA) funding and any other funding source.

6. The TOWN OF WOODBURY agrees that upon signing of this contract, it will pay to the TOWN OF MONROE the sum of \$5000.00, which sum shall be reimbursement for its costs associated with the salary of its Transportation Director.

7. The TOWN OF WOODBURY agrees to defend, indemnify and hold harmless the TOWN OF MONROE and its respective officers, employees and agents from and against all claims, actions and suits and will defend the TOWN OF MONROE and its respective officers, employees and agents, at its own cost and at no cost to the TOWN OF MONROE, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of the TOWN OF WOODBURY. These indemnification provisions are for the protection of the TOWN OF MONROE and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

8. The TOWN OF MONROE agrees to defend, indemnify and hold harmless the TOWN OF WOODBURY and its respective officers, employees and agents from and against all claims, actions and suits and will defend the TOWN OF WOODBURY and its respective officers, employees and agents, at its own cost and at no cost to the TOWN OF WOODBURY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of the TOWN OF MONROE. These indemnification provisions are for the protection of the TOWN OF WOODBURY and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

9. This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Orange County.

10. This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except in writing signed by the parties.

11. This agreement may be terminated or amended on at least one hundred and eighty (180) days written notice by either the TOWN OF MONROE or the TOWN OF WOODBURY.

12. This Agreement shall be deemed effective as of the date of signing of the last Municipality. A resolution of each Town Board shall be attached to this Agreement evidencing each Town Board's consent to enter this Agreement. This agreement shall terminate on December 31, 2019 but may be extended for additional one-year periods upon mutual consent of the parties as expressed in a writing signed by the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 2019.

Dated: TOWN OF WOODBURY

By: Frank Palermo, Town Supervisor

Dated: TOWN OF MONROE

By: Anthony Cardone, Town Supervisor

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____, 2019 before me came Frank Palermo, to me known, being duly sworn by me, did depose and say that he is the Town Supervisor of the Town of Woodbury, a municipal corporation; and he executed the foregoing instrument on behalf of the Town of Woodbury.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____, 2019 before me came Anthony Cardone, to me known, being duly sworn by me, did depose and say that he is the Supervisor of the Town of Monroe, a municipal corporation; and he executed the foregoing instrument on behalf of the Town of Monroe.

NOTARY PUBLIC

