

AGREEMENT
By and Between
The County of Fulton, New York
19 N. William Street
Johnstown, New York 12095
and
Veterans Service Agency
County of Montgomery, New York
P.O. Box 1500
Fonda, New York
Telephone: (518) 853-8152
Federal Identification No. 14-6002566

W I T N E S S E T H:

This Agreement is made this ____ day of _____, 20____, by and between the County of Fulton, New York, hereinafter referred to as the COUNTY, and County of Montgomery, hereinafter referred to as the CONTRACTOR, for the following specific services:

The agreement documents listed below, along with the schedule A, constitutes the entire contract between the principals and supersedes all prior negotiations and representations, written or oral. In the event of conflict between this agreement and other documents listed, the terms of this agreement shall be the controlling terms of the contract.

The CONTRACTOR agrees to perform the services as required by the agreement documents for the sum herein set forth and to accept payment in the manner herein provided.

The agreement documents, which are attached and incorporated by reference herein, consist of the following:

1. Schedule A – Scope of Services;
2. Copy of required insurance documents;
3. Copy of resolution of Fulton County Board of Supervisors and Montgomery County Legislature which authorized this agreement.

The County agrees to make payments on account of the agreement price as follows:

The Contractor shall submit itemized invoices to the Fulton County Veterans Service Agency. Services will be billed per the Schedule A – Scope of Services. The Fulton County Veterans Service Agency will then submit all pertinent information for audit processing.

DURATION OF AGREEMENT - This agreement shall endure for the period of January 1, 2017 until December 31, 2017.

TERMINATION CLAUSE - This agreement may be terminated only upon a 30-day mutually-agreeable written notice signed by both parties, or upon a 90-day unilateral written notice.

NON-DISCRIMINATION CLAUSE - The County of Montgomery and the County of Fulton do not discriminate in employment or program service delivery on the basis of race, color, religion, age, sex, national origin, ancestry, non-job-related handicap, place of birth, General Education Development certificate (GED), marital status, sexual preference/orientation, or veteran status.

EXECUTORY CLAUSE - This Agreement and any amendments thereof shall take effect when executed by the parties and approved by the Counties.

RESPONSIBILITY - The County of Fulton assures that it is responsible for ensuring that the services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local laws, rules and regulations.

INSURANCE AND LIABILITY: The County of Fulton and the Contractor shall proceed on a self-insured basis.

AGENCY: This agreement in no way establishes an agency relationship between the County of Fulton and the Contractor. Each party shall maintain its independence and its separate identity. Each party shall have executive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.

HOLD HARMLESS: The County of Fulton and the Contractor shall hold harmless the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit, or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party including its agents, servants, contractors or employees.

ASSIGNMENT: This Agreement binds the parties hereto and their respective successor, agents, officers, representatives and assigns. This Agreement may not be assigned by either party except by agreement, in writing, duly executed signed and acknowledged by the authorized officers and/or representatives of the parties. The terms of this Agreement shall be binding upon the successors, heirs and the assigns of the parties hereto, in the event of approved assignment.

MODIFICATION: There shall be no oral modifications of this agreement and any modification or amendment of the terms of the agreement shall not be binding unless executed in The terms of this written agreement contain entire understanding between the parties and supersede any oral representations previously made.

*LIMITATION OF LIABILITY - For any damage or costs resulting from error, omissions, or other professional negligence in the performance of the Contractor's services, the Contractor's liability to all claimants at any time will be limited to a sign aggregate sum not to exceed \$50,000 or the Contractor's fee, whichever is greater.

*RENEWAL OF AGREEMENT - This agreement may be renewed annually hereafter with the mutual, written consent of the parties, by attaching an addendum hereto, as long as all terms, conditions, price for services and maximum allowable cost remains the same. Any material changes will necessitate a new agreement with the needed authorization of the Fulton County Board of Supervisors and Montgomery County Executive.

AGREED TO BY:

COUNTY OF FULTON:

CONTRACTOR:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: Chairman, Board of Supervisors

TITLE: Montgomery County Executive

DATE: _____

DATE: _____

Sworn to before me this _____ day
of _____ 20 ____

Sworn to before me this _____ day
of _____ 20 ____

Notary Public

Notary Public

SCHEDULE A

Scope of Services

This shall serve as a summary of services to be provided to the Fulton County Veteran Service Agency regarding the Montgomery County Department of Youth, ATI & Veteran's Services transporting Fulton County Veterans to and from the VA Medical Center in Albany.

The services will be offered at a chargeable rate of \$30.00 per veteran one way and \$60.00 per veteran round trip, not to exceed \$9,000.00 per year.

The pick-up points for the Fulton County Veterans are McDonald's in Johnstown and the City Police Department Parking Lot in Gloversville. Fulton County Veterans should be at their scheduled pick-up location by 6:30AM to await pick-up between approximately 6:30AM and 7:00AM depending on the assigned schedule. Please note that the Montgomery County van will have this 30-minute window to arrive at the pick-up location, and Fulton County is expected to notify their veterans accordingly.

Fulton County Veterans will be dropped off at the same location when they return from the VA Medical Center.

If the Montgomery County van arrives at the location and the veteran is not there and it is during this timeframe, the one-way rate will be charged. The Montgomery County van leaves the VAMC after the last veteran finishes his or her appointment and all prescriptions are taken care of.

Fulton County Veterans will call the Fulton County Veterans Service Agency to request the Montgomery County van service. The Fulton County Veterans Service Agency will then contact Montgomery County to verify the van is running and has room. Montgomery County Veterans will have priority when it comes to the transportation to the VA Medical Center. The following information is required by Montgomery County at the time transportation is requested and shall be provided by the Fulton County Veterans Service Agency:

- Full name of veteran
- Last four digits of social security number
- Specified pick up location
- Time of scheduled appointment
- Call back number (Preferably a cell phone number), but at minimum a contact # in case of last minute or early morning changes to the route.

If the above information is not provided in full, the request for transportation may be denied until all information is obtained.

