

80774

TO: Board of Acquisition and Contract

FROM: Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works and Transportation

DATE: November 17, 2020

SUBJECT: Authority to enter into a restricted vehicle permit agreement with the New York Department of Transportation to allow certain County paratransit buses to travel on the Cross County Parkway, Sprain Brook Parkway, Hutchinson River Parkway, Saw Mill River Parkway, and Taconic State Parkway for a term commencing on January 1, 2021 and terminating on December 31, 2021. (Agreement No. DOTOP-NYSPERMIT-21P)

Authorization is respectfully requested for the County of Westchester (the "County") to enter into a restricted vehicle permit agreement with the New York State Department of Transportation to allow certain County paratransit buses to travel on the Cross County Parkway, Sprain Brook Parkway, Hutchinson River Parkway, Saw Mill River Parkway, and Taconic State Parkway for a term commencing on January 1, 2021 and terminating on December 31, 2021 (the "Permit Agreement").

The County is seeking authority to indemnify the New York State Department of Transportation in the Permit Agreement as follows:

The applicant, if granted a Permit, agrees to assume all risk in the operation of the vehicle(s) listed in said permit and shall be solely responsible and answerable in damages for all accidents and injuries to persons or property and hereby covenants and agrees to indemnify and hold harmless the Department of Transportation and the State of New York from the violation of any law, ordinances, rule or regulation affecting or relating to the operations under said Permit and from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operations under this Permit or the carelessness, negligence or improper conduct of the Permittee or any servant, agent, or employee and to reimburse the Department of Transportation and its officers and agents, and the State of New York, for all expenses, costs or judgments arising therefrom.

and

In the acceptance of this permit the applicant further agrees to assume all responsibility and liability for damages to persons or property that may accrue during said movement of the vehicle, or combination of vehicles, through the negligence of himself, his agent or employees or for any other cause and to save the State of New York harmless therefrom.

Board of Acquisition and Contract
Agreement No. DOTOP-NYSPERMIT-21P
New York State Department of Transportation
Restricted Vehicle Permit Agreement
Paratransit Bus Travel on Various State Parkways
Page 2

The permit fee for Permit Agreement will be waived by the New York State Department of Transportation.

This proposed Permit Agreement is exempt from procurement pursuant to Section 3(a)(iii) of the Westchester County Procurement Policy regarding agreements with the State of New York and Section 3(b) of the Westchester County Procurement Policy regarding leases, licenses and concessions.

Approval of the attached resolution by your Honorable Board is requested.

HJG/RAN
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT 12/10/2020 - LISA MRIJAJ, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Department of Public Works and Transportation, be it hereby

RESOLVED, that the County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (“DPWT”), is authorized to enter into a restricted vehicle permit agreement with the New York State Department of Transportation to allow certain County paratransit buses to travel on the Cross County Parkway, Sprain Brook Parkway, Hutchinson River Parkway, Saw Mill River Parkway, and Taconic State Parkway for a term commencing on January 1, 2021 and terminating on December 31, 2021 (the “Permit Agreement”); and be it further

RESOLVED, that the permit fee for the Permit Agreement will be waived by the New York State Department of Transportation; and be it further

RESOLVED, the County shall be authorized to indemnify the New York State Department of Transportation in the Permit Agreement as follows:

The applicant, if granted a Permit, agrees to assume all risk in the operation of the vehicle(s) listed in said permit and shall be solely responsible and answerable in damages for all accidents and injuries to persons or property and hereby covenants and agrees to indemnify and hold harmless the Department of Transportation and the State of New York from the violation of any law, ordinances, rule or regulation affecting or relating to the operations under said Permit and from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operations under this Permit or the carelessness, negligence or improper conduct of the Permittee or any servant, agent, or employee and to reimburse the Department of Transportation and its officers and agents, and the State of New York, for all expenses, costs or judgments arising therefrom; and be it further

and

In the acceptance of this permit the applicant further agrees to assume all responsibility and liability for damages to persons or property that may accrue during said movement of the vehicle, or combination of vehicles, through the negligence of himself, his agent or employees or for any other cause and to save the State of New York harmless there from; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Agreement No. DOTOP-NYSPERMIT-21P

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
			N/A			N/A

Budget Funding Year(s) N/A Start Date 01/01/2021 End Date 12/31/2021
 (must match resolution)

Funding Source	Tax Dollars	N/A
	State Aid	
	Federal Aid	
<u>\$ N/A</u> (must match resolution)	Other	