

**A G R E E M E N T**

AGREEMENT, made by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York, having offices at 125 East Court Street, Ithaca, New York, 14850, hereinafter referred to as the “**COUNTY**”, and the **TOMPKINS COUNTY SOIL AND WATER CONSERVATION DISTRICT**, of 170 Bostwick Road, Ithaca, New York, 14850, hereinafter referred to as the “**DISTRICT**”.

**W I T N E S S E T H**

WHEREAS, the **COUNTY** desires to have the **DISTRICT** provide services in support of the Ludlowville Stormwater Control Project, and

WHEREAS, the **DISTRICT** has the technical capability to provide these services to the **COUNTY**,

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties agree as follows:

1. The term of this contract shall be from December 21, 2015 through December 31, 2016.
2. The **DISTRICT** agrees to provide technical services to the **COUNTY** to support the finalization of the Ludlowville Stormwater Control Project by conducted an as-built survey of the project as outlined in Exhibit A.
3. The **COUNTY** agrees to pay the **DISTRICT** an amount not to exceed \$1,000 (One Thousand Dollars) which shall be paid after receipt of an invoice from the **DISTRICT**. The **COUNTY** shall remit payment to the **DISTRICT** within 30 days of the receipt of an invoice from the **DISTRICT**. Payments shall be made as the project outlined on Exhibit A is completed.
3. The **DISTRICT** will undertake the work described in this Agreement in a professional and competent manner, in accordance with generally accepted professional principles, and will maintain accurate and complete records of the services provided to the **COUNTY** under this Agreement.
4. The **DISTRICT** shall indemnify, hold harmless and defend the **COUNTY** and its officers, employees, agents and elected officials from and against any and all claims and actions brought against the **COUNTY** and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the negligence of the **DISTRICT** and its employees, subcontractors or agents. The **DISTRICT** shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) Workers' Compensation and New York Disability - Statutory Coverage Employer's Liability - Unlimited.

B.) Commercial General Liability including, contractual, independent contractors, products/completed operations - Occurrence Form required.

- Each Occurrence \$1,000,000
- General Aggregate 2,000,000
- Products/Completed Operations Aggregate 2,000,000
- Personal and Advertising Injury 1,000,000
- Fire Damage Legal 50,000
- Medical Expense 5,000
- General Aggregate shall apply separately to the project prescribed in the contract
- Tompkins County and its officers, employees, agents and elected officials are to be included as Additional Insureds

C.) Business Auto Coverage

- Liability for Owned, \$1,000,000 CSL or Hired and Non-Owned Autos 500,000 Per Person 1,000,000 Per Accident BI 250,000 PD Split Limits
- Tompkins County and its officers, employees, agents and elected officials are to be included as Additional Insureds

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Tompkins County Certificate of Insurance (copy attached) including the Contract Number. The accord Certificate of Insurance or insurance company certificate may be used for proof of Workers' Compensation and Disability. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable.

6. This Agreement may be amended only by written agreement between the **COUNTY** and the **DISTRICT**. This Agreement may be terminated only by written agreement by each of the parties hereto.

7. It is mutually agreed between the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement.

8. Tompkins County encourages the payment of livable wages whenever practical and reasonable.

9. The provisions of this Agreement shall be construed under the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year noted below.

DATE: \_\_\_\_\_

\_\_\_\_\_

County of Tompkins

DATE: \_\_\_\_\_

\_\_\_\_\_

Tompkins County Soil and Water Conservation District

\_\_\_\_\_

Print Name

\_\_\_\_\_

Federal Tax ID

**EXHIBIT A – SCOPE OF SERVICES**

To assist in finalizing the Ludlowville Stormwater Control Project, the Tompkins County Soil and Water Conservation District (TCSWCD) will:

1. Conduct an as-built survey of the final pond construction on Lansingville Road.
2. Create survey map in CAD and produce a pdf for final project review by Barton and Loguidice Engineers. The District will make no statements regarding integrity, functionality or soundness of the constructed system.

TCSWCD has further estimated the time required to accomplish the tasks outlined above would not exceed \$1,000.

The District will submit a detailed invoice for all time expended on this project, accomplished tasks and related deliverables to the COUNTY for reimbursement.