

**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, with main offices at 125 East Court Street, Ithaca, New York, 14850 hereinafter referred to as the "**COUNTY**", and **TOMPKINS COUNTY SOIL & WATER CONSERVATION DISTRICT**, with offices located at 170 Bostwick Road, Ithaca, NY 14850 hereinafter referred to as the "**AGENCY**".

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

**WHEREAS**, the **COUNTY** wishes to enter into a contract with the **AGENCY** to assist it with the Hydrilla Project,

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

1. The term of this agreement is for the period January 21, 2016 through December 31, 2016.
2. The **COUNTY** agrees to provide up to \$200,000 to the **AGENCY** for Hydrilla Project activities in 2016 and obligate the District to repay the **COUNTY** as NYSDEC reimbursements for Hydrilla Project activities are received.
3. The parties understand that the possibility for additional funding requests from Tompkins County for subsequent treatment seasons (2017-2018) will be considered based upon results of contract-extension discussions with NYSDEC.
4. The **AGENCY** shall repay the aforementioned \$200,000 to the **COUNTY** when the **AGENCY** is reimbursed by NYSDEC. Payment shall be made by the County Director of Finance based on vouchers submitted to Tompkins County Administration at 125 East Court Street, Ithaca, New York.
5. The **AGENCY** will review their program with the County Administrator and submit any information at the Administrator's request. The **AGENCY** agrees to provide services as outlined in its request submitted to the County's program committee.
6. The parties agree that as a condition of receipt of Federal funds, if any, that audits be

performed of the **AGENCY'S** records by auditors in compliance with the Federal Single Audit Act of 1984.

7. The **AGENCY** shall indemnify, hold harmless and defend **TOMPKINS COUNTY** and its officers, employees, agents and elected officials from and against any and all claims and actions brought against **TOMPKINS 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 performance of this contract by the **AGENCY**, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence of **TOMPKINS COUNTY**. The **AGENCY** shall maintain the following minimum limits of insurance, or as required by law, whichever is greater.

**A.) Workers' Compensation and New York Disability**

**Workers' Compensation**

Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, AGENCY must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, OR

CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), OR

SI-12 - Certificate of NYS Workers' Compensation Self Insurance, OR

GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability \$1,000,000

**Disability Benefits Requirements**

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, AGENCY must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, OR

DB120.1 - Certificate of Disability Benefits Insurance, OR DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

**B.) Commercial General Liability including, contractual, independent AGENCYs, products/completed operations**

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
- It is expressly understood and agreed by the AGENCY that the insurance requirements specified above, contemplate the use of occurrence liability forms.

- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non contributory basis**

All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Accord Certificate of Insurance, Accord 25 (05/2010), or insurance company certificate. 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. Certificates of Insurance shall be submitted with the signed contract.

8. The **AGENCY** certifies to the **COUNTY** that the programs and services to be provided and described herein are accessible to the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.
9. **REGULATORY COMPLIANCE.** The **AGENCY** agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the **AGENCY** under this contract, the **AGENCY** agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, **AGENCY** agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be viewed at [www.tompkins-co.org](http://www.tompkins-co.org), or a copy can be obtained by contacting Tompkins County Department of Administration.

**AGENCYs** that are providers of healthcare services certify that the **AGENCY**, and all employees, directors, officers and subcontractors of the **AGENCY**, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. The **AGENCY** agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any employee, director, officer, or subcontractors is on or has been added to the exclusion list.

The **AGENCY** shall promptly notify the County if any employee, director, officer or subcontractors is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractors is on or has been added to the exclusion list.

By signing this contract, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

10. The AGENCY will not discriminate against any employee or applicant for employment for any of the following: race, creed, color, ethnicity, military service, marital status, disability, sexual preference, perceived gender, national origin, or status as an ex-offender, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  
11. Tompkins County must consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.

If contractor certifies on Attachment A that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first written below.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Jacqueline Kippola, Risk Manager  
County of Tompkins

DATED: \_\_\_\_\_

\_\_\_\_\_  
Tompkins County Soil and Water Conservation  
District

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Federal Tax ID or Social Security Number

**ATTACHMENT 1 Attach to Tompkins County contracts as of November 2014**

**Contractor's Representation—Livable Wage Policy**

**Livable Wage Policy:** By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory. However, the attainment of a broadly-applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

**The Current Living Wage:** The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union and is currently \$12.62 per hour if the employer contributes at least half the cost of an employee's health insurance/benefit cost and \$13.94 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2015.

**Requirement of All Contractors:** As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service. Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

**Covered Employees** include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

**Excluded Employees** are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

**Contractor's Living Wage Representation**

**1. Approximately how many Covered Employees, including employees of any subcontractor involved in providing the service, will be involved in the provision of the contracted service? \_\_\_\_\_**

**2. Will all Covered Employees, including employees of any subcontractors directly involved in the provision of County services, be paid at least the living wage?**

Yes  No

**3. If the answer is “No”, approximately how many covered employees will NOT be paid at the living wage?**  
Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

**Contractor Name: \_\_\_\_\_ TOMPKINS COUNTY SOIL AND WATER CONSERVATION DISTRICT**

If you answered “Yes” to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract.

If you answered “No,” your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

# Attachment A

**PAYMENT VOUCHER  
COUNTY OF TOMPKINS  
ITHACA, NEW YORK 14850**

**PURCHASE ORDER NO.**

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**DEPARTMENT** Tompkins County Administration  
125 East Court Street  
Ithaca NY 14850

FINAL PAYMENT

NON ENCUMBERANCE

PURCHASE ORDER

**VENDOR** Tompkins County Soil and Water Conservation District  
170 Bostwick Road  
Ithaca, NY 14850

BLANKET PURCHASE ORDER

**VENDOR NO.**  
**05268**

INVOICE #	INVOICE DATE	DESCRIPTION OF ITEM	FUND/DEPT	ACCOUNT	AMOUNT
		as per contract ADM16SOILHYD	A1441	8730	\$200,000
		<i>Vendor's Authorizing Signature:</i>			
			<b>TOTAL</b>		<b>\$200,000</b>

The above services or materials were rendered to the County and the charges are correct.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_