



TOWN OF ULYSSES

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townofulyssesny.gov

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To: The Ulysses Town Board and Comprehensive Plan Steering Committee
From: Michelle E. Wright, 2nd Deputy Supervisor and Budget Officer
Re: Administration and Contract Considerations for the Consultant Section for Services Related to the Comprehensive Plan Update
Date: 6/3/2024

Definitions

1. **Master Contract:** the contract the Town of Ulysses has with the NYSDEC for partial funding for the Comprehensive Plan update.
2. **Contractor:** within the Master Contract, the Town of Ulysses is referred to as the “Contractor.”
3. **Subcontractor:** within the Master Contract, any entity that the Town of Ulysses enters into contract for services to complete the Comprehensive Plan update is a “Subcontractor.”

The Town of Ulysses has entered into contract with the NYS Department of Conservation (NYSDEC) for partial funding for the Comprehensive Plan update.

The Master Contract outlines the required process and verbiage for any entity (i.e. any subcontractor) that the Town enters into contract with associated with the Comp Plan update.

It should be noted that the Master Contract specifies that, “If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State...”

The Master Contract also states: “All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.”

Contract making with the successful respondent will require the substantial administrative work referenced above, as well as the need to review all contracts between subcontractors to ensure adherence to program requirements: if the RFQ respondent proposes additional subcontractors, the Town is required



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to review those contracts to ensure complete adherence to both Town legal and insurance requirements as well as adherence to the Master Contract.

Beyond the contract making process, a critical aspect to consider when selecting a consultant is the related implications for Town employees. Beyond providing professional subject matter expertise, primary benefits of contracting for services include ensuring that Town staff have both a reasonable scope of work as well as consultant continuity when managing multi-year nuanced projects like the update to the Comprehensive Plan. To ensure that Town staff have adequate support from consultants, selecting an entity with organizational redundancy is the best fit for the Town's small staff paradigm.

With these considerations in mind, I believe it is in the Town's best interest to select MRB as the consultant to support the Town in the Comprehensive Plan update process.