

Agreement

Between the Town of Ulysses
And
Cornell Cooperative Extension Tompkins County

This agreement is to acknowledge the mutual interests of the Town of Ulysses (hereinafter Ulysses) and Cornell Cooperative Extension of Tompkins County (hereinafter CCETC) to support and engage volunteers in learning about trees and other plantings, including their proper maintenance and care.

CCETC and the City of Ithaca, along with the Cornell Urban Horticulture Institute and the City Shade Tree Advisory Committee (STAC) have, since 1991, collaborated to organize, plan, and operate the City of Ithaca Citizen Pruner program to recruit, train, and support volunteers in the work of pruning. Now Ulysses and CCETC plan to expand this existing program outside of the City of Ithaca to the Town of Ulysses, following the same structure as the longstanding program.

Therefore, this agreement acknowledges this partnership and defines the operational relationship between the parties as follows:

CCETC-agrees to support the program in the following ways:

- Work with Ulysses staff to plan and host a series of 3-4 classes taught by City of Ithaca staff, CCETC Horticulture Staff, or other such specialists to train volunteers and class participants about tree and shrub care, including proper pruning.
- Promote the program to potential volunteers (writing press releases, sending to various lists).
- Enroll volunteers and class participants. Upon completion of the training program, individuals interested in continuing as Citizen Pruner volunteers, shall complete an application form provided by CCETC and will be enrolled as CCETC Volunteers in the Citizen Pruner Program. CCETC assumes responsibility and liability for all volunteers, including, but not limited to, any claims by such volunteers against Ulysses, and third-party claims arising from or out of the conduct or failure to act of such volunteers.
- Work on site at work parties as able and available to provide additional support, supervision, and training to volunteers. Volunteers and CCETC members will only work at sites designated by Ulysses.
- Bill Ulysses \$2450 for the costs expended on program operation (including labor and related indirect costs incurred in arranging and hosting trainings, screening volunteers, and providing program support) through an invoice to be presented no later than November 30 after the completion of each season.

Ulysses will provide the following:

- Assist with coordinating the scheduling of classes.
- Identify work sites for weekly work sessions.
- Host approximately 10-20 work sessions for volunteer pruner participation from May to October, exact time and day of week to be determined. A representative from Ulysses must be present during the workday, but will not be responsible for the oversight of any volunteers.

- Send emails to volunteers to notify them of where to meet for a weekly work session.
- Provide gloves, safety vests, and water for weekly work sessions.
- Schedule the pick-up of brush resulting from pruning.
- Pay CCETC \$2450 for their support.

Both parties shall provide evidence of insurance as is the custom for each party. Each party shall hold each other harmless, and neither shall consider the other a contractor or in any way employed by the other.

Both parties agree that no joint employment relationship regarding the volunteers is created or intended by this Agreement. CCETC will be considered the employer of record for all volunteers, in the event of any claim or action by a volunteer for wages, benefits, disability, etc.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same document.

The term of this Agreement shall be one calendar year.

This agreement is entered into to memorialize the working relationship of the parties.

Signature

Signature

Name

Name

Town of Ulysses Representative

Cornell Cooperative Extension Tompkins County
Executive Director

DATE:

DATE:

CCE Staff Time	\$ 2,100.00
Volunteer Screenings	\$ 300.00
Printing	\$ 50.00
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Total	\$ 2,450.00