

January 2024- Final

AGREEMENT FOR SERVICES

THIS AGREEMENT, made this the 15th day of February 2024, by and between:

THE STORMWATER COALITION OF TOMPKINS COUNTY (herein after called “the Coalition”), a municipal coalition, with finances held in the offices of the Town of Ithaca, with offices at 215 North Tioga Street, Ithaca, New York 14850 and Tompkins County Soil and Water Conservation District, a municipal district, with offices at 170 Bostwick Road, Ithaca, New York (hereinafter called “the District”).

WITNESSETH THAT:

WHEREAS, the Stormwater Coalition of Tompkins County desires to contract with the District for the provision of professional services to coordinate and administer stormwater management plans for SCTC members;

WHEREAS, the District is willing to provide such professional services;

NOW THEREFORE, in consideration of the agreed-upon responsibilities to be faithfully performed by the parties as hereinafter set forth, the parties to this agreement do hereby agree as follows:

1. **The Coalition** agrees to retain the District for the provision of professional services rendered in connection with the management of the various municipal Stormwater Management Programs, on an as needed basis to be determined by the Coalition. The provision of services by the District as the Coalition Stormwater Program Coordinator (see Appendix A) **or designee of the Coalition Stormwater Program Coordinator** will be at the rate of \$57/hour, and with an expenditure cap not to exceed \$12,500.00 per year.
2. **The District** will assist the Coalition with Stormwater program administrative duties, including but not limited to, annual reporting, record keeping, grant applications, and establishing a tracking and reporting system of Stormwater program management system components and databases.
3. **The Coalition** will indemnify and hold harmless the District, its officers and employees, from any and all claims or causes of action arising from the Districts’ direction, management or control (or lack thereof) of Stormwater program management activities. In addition, the District shall indemnify and hold harmless the Coalition and its officers from any act and all claims or causes of action arising from acts of omission or commission by the District. Such indemnification shall include, but not limited to, attorney’s fees necessarily incurred in defending against any action for which the District has agreed to provide indemnification.
4. **The District** certifies under penalty of law that the District understands and agrees to comply with the terms and conditions of the Stormwater Coalition of Tompkins County stormwater management program and agree to implement any corrective actions identified by the Stormwater Coalition of Tompkins County or a representative. The District also understands that the Stormwater Coalition of

January 2024- Final

AGREEMENT FOR SERVICES CONTINUED

Tompkins County must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Further, the District understands that any non-compliance by the Stormwater Coalition of Tompkins County will not diminish, eliminate, or lessen the District's liability.

5. This Agreement shall commence effective February 15, 2024 and shall terminate on December 31, 2026. This agreement will be retroactive to January 1, 2024 to cover incurred expenses.

6. Either party may terminate this Agreement within 30 days if prior written notice is sent by Registered Mail to the addresses above. Upon termination, any unpaid balance due hereunder will be paid within 60 days; and any overpayment will be refunded within 60 days. The terminating party shall take all reasonable steps to ensure that any work or services in progress are not unduly complicated by such termination, including, but not limited to, (i) providing reasonable post-termination assistance and advice based upon the rates and terms of this Agreement, and (ii) assisting in the transition of files and projects to any new personnel or consultants utilized by the Coalition for stormwater management, again at the rates and upon terms of this Agreement.

7. The Coalition has contracted solely for the results of the provision of the services; the means and details used in achieving such results are left to the sole discretion of the District. The District shall furnish, at its' own and sole expense, all equipment, tools, supplies, materials, and tools of the trade necessary to perform the services herein required. The District has no authority to enter into any contracts or agreements on behalf of the Coalition. This Agreement does not create a partnership, joint venture, or joint undertaking of any kind between the parties.

8. The District acknowledges and agrees that any and all documents and things developed in relation to the provision of services under this Agreement, whether developed alone or in conjunction with others, and regardless of the medium or format in which any such document, idea or thing is recorded or archived, shall (i) be the property of the Coalition, and (ii) shared with and delivered to the Coalition. Any information, document or thing identified by the Coalition as confidential shall be diligently protected by the District at all times.

9. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be reformed to the minimum extent required to bring it into compliance with applicable law, or to otherwise make such provision enforceable. Such reformation shall be performed by first taking into account the intent of the parties as set forth in such provision, and second, by the intent of the parties as gleaned from other provisions of this Agreement. If such reformation is not possible, then such provision shall be severed from the Agreement.

TOMPKINS COUNTY SOIL & WATER CONSERVATION DISTRICT

by _____
JON NEGLEY, District Manager

Date: _____

STORMWATER COALITION OF TOMPKINS COUNTY Members:

Town of Caroline: _____ **Date** _____
Signature of Officer or Appointed Representative

Town of Dryden: _____ **Date** _____
Signature of Officer or Appointed Representative

Town of Ithaca: _____ **Date** _____
Signature of Officer or Appointed Representative

City of Ithaca: _____ **Date** _____
Signature of Officer or Appointed Representative

Town of Lansing: _____ **Date** _____
Signature of Officer or Appointed Representative

Town of Newfield: _____ **Date** _____
Signature of Officer or Appointed Representative

Town of Ulysses: _____ **Date** _____
Signature of Officer or Appointed Representative

Village of Cayuga Heights: _____ **Date** _____
Signature of Officer or Appointed Representative

Village of Lansing: _____ **Date** _____
Signature of Officer or Appointed Representative

County of Tompkins: _____ **Date** _____
Signature of Officer or Appointed Representative

Cornell University:: _____ **Date** _____
Signature of Officer or Appointed Representative

APPENDIX A

January 2024- Final

General Duties of Coalition Stormwater Program Coordinator:

The responsibilities of The Stormwater Program Coordinator are to provide professional program administration services to the Stormwater Coalition of Tompkins County.

The Stormwater Program Coordinator will provide a written quarterly activities report to the Coalition. In addition, The Stormwater Program Coordinator will provide annual written financial reports to the Coalition and to Coalition member municipal boards bi-annually, coinciding with the third quarter of each of the municipal board's annual budget year.

ADMINISTRATIVE DUTIES

Provide assistance for the compilation and development of Stormwater Management Program Plans for compliance to New York State Conservation Law and General Permit Requirements.

Provide assistance for the compilation, development, and tracking of municipal Stormwater Program Annual Measurable Goals and Program Objectives.

Assist the Coalition in establishing a tracking and reporting system (including website development) of stormwater program management systems, including annual reports, outreach and education, and grant applications.

Assist Coalition in preparing quarterly reports on activities to the Coalition.

Assist Coalition in preparing compliance reports as required by the NYSDEC.

Assist Coalition in the development, refinement and management of inspection, review and implementation documents related to stormwater ordinances and plans as needed.

Recommend educational materials and activities.