

## **Agreement for Services with Discover Cayuga Lake, Inc.**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2025, among

**TOWN OF CAROLINE**, with offices at 2668 Slaterville Road, PO Box 136, Slaterville Springs, NY 1488.

**TOWN OF DRYDEN**, with offices at 93 East Main St Dryden, NY 13053

**CITY OF ITHACA**, with offices at 108 Green Street Ithaca, NY 14850

**TOWN OF ITHACA**, with offices at 215 N. Tioga St., Ithaca, NY 14850

**TOWN OF LANSING**, with offices at 29 Auburn Road Lansing, NY 14882

**TOWN OF NEWFIELD**, with offices at 166 Main Street Newfield, NY 14867

**TOWN OF ULYSSES**, with offices at 10 Elm Street Trumansburg, NY 14886

**VILLAGE OF CAYUGA HEIGHTS** with offices at 836 Hanshaw Road Ithaca, NY 14850

**VILLAGE OF LANSING**, with offices at 2405 North Triphammer Road Ithaca, NY 14850

**COUNTY OF TOMPKINS**, with offices at 170 Bostwick Road Ithaca, NY 14850

(hereinafter each individually referred to as a "Municipality" and collectively referred to as the "Municipalities"), and

**DISCOVER CAYUGA LAKE, INC.**, with offices at 110 North Tioga St., Suite 303, Ithaca, NY 14850 (hereinafter referred to as the "Contractor").

Whereas, the New York State Department of Environmental Conservation (NYSDEC) issued a State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (Permit No. GP-0-24-001), effective January 3, 2024 (the "SPDES General Permit"), which applies to each of the Municipalities, and

Whereas, the Municipalities have been working cooperatively with each other in a county-wide stormwater coalition to comply with their SPDES General Permits in a consistent and cost-effective manner, and

Whereas, the SPDES General Permit requires the Municipalities to develop, implement and enforce their Stormwater Management Programs, which consist of six (6) Minimum Control Measures, and

Whereas, the SPDES General Permit allows a Municipality to utilize other entities to assist it in such requirements, and

Whereas, pursuant to New York General Municipal Law, Article 5-G, Section 199-o, the Municipalities have the authority to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis. The Municipalities wish to receive joint services from the Contractor as described in this Agreement, and to have the Town of Ithaca collect and hold

funds from the Municipalities, pay the Contractor, and undertake other duties as outlined in this Agreement,

Now, therefore, in consideration of the covenants, conditions, and provisions contained herein, it is hereby agreed as follows:

1. Services to be Performed.

Contractor agrees to perform the services described in attached Appendix A, which is incorporated herein by reference. The services must meet the NYSDEC's requirements, as outlined in the SPDES General Permit, for the MCM(s) outlined in Appendix A. The services shall be performed pursuant to the following schedule: October 1, 2024 - December 31, 2025.

2. Fees.

The Contractor shall be paid Seven Thousand Dollars and No Cents (\$7,000.00) on a lump sum basis for services provided, including all travel, time and expenses associated with providing these services to the Municipalities. This payment will be made upon completion of services and in accordance with the procedures in Section 5 below.

3. Term of Agreement and Termination.

The term of this Agreement shall be from October 1, 2024 to December 31, 2025, unless earlier terminated by Municipalities or Contractor as set forth herein. Notwithstanding the term set forth above, this Agreement may be terminated by joint agreement of all Municipalities at any time without cause upon seven (7) days prior written notice to the Contractor, in which case the Contractor shall be paid pro rata for the satisfactory work performed to the date of termination. This Agreement may be terminated immediately by either the Municipalities or by Contractor upon the breach of any of its terms by the other party. Termination shall be effected by the breaching party's receipt of a written notice of termination setting forth the manner in which the party is in default. In the event of the Municipalities' termination for Contractor's default, the Contractor will be paid only for services performed in accordance with this Agreement. If it is later determined by the Municipalities that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of or are beyond the control of Contractor, the Municipalities may allow the Contractor to continue work, or treat the termination as a termination without cause.

4. Quality of Work.

The work to be performed hereunder shall be of good workmanship and quality. If this Agreement is for the performance of services, the Contractor shall perform its services using that degree of skill and care ordinarily exercised under similar conditions by experienced, qualified, competent and reputable professionals working in the same field in the same or similar locality at the time of performance.



5. Collection and Holding of Funds and Payment for Services.

A. The Municipalities designate the Town of Ithaca's Finance Officer as the Fiscal Officer for the Municipalities for the purpose of receiving and paying out funds pursuant to this Agreement. The Fiscal Officer shall deposit all moneys received from the respective Municipalities in a separate account in a bank or trust company authorized by law to receive deposits of funds on behalf of the respective Municipalities. No expenditures shall be made from said special account except after an audit according to normal auditing and payment procedures of the Town of Ithaca and in accordance with provisions of General Municipal Law Section 119-o.

B. By no later than ten (10) days after the beginning of the term of this Agreement as set forth in Section 3, each of the ten Municipalities shall remit to the Fiscal Officer Seven Hundred Dollars and No Cents (\$700.00), which is one-tenth of the \$7,000 lump sum for the Contractor's services.

C. Contractor's request for the lump sum payment for its services shall be submitted to the Fiscal Officer on the standard Town of Ithaca voucher, which will list the activities, or products, expenses, the dates on which performed, supplied or incurred, and, if applicable, the time spent on each indicated date for which the Municipalities are being billed. The voucher shall be submitted upon satisfactory completion of services. The Ithaca Town Board will review same and, if acceptable, the Fiscal Officer will pay for the services and/or products after approval of the voucher by the Ithaca Town Board in compliance with the Ithaca Town Board's statutory duties to audit claims for payment. In no event will the total payment to Contractor exceed the lump sum stated in Section 2 above.

6. Relationship.

The Contractor is, for all purposes (including, without limitation, withholding of income tax, payment of workman's compensation, and payment of FICA taxes) an independent contractor and no employer-employee relationship is intended, implied or created by this Agreement. Contractor shall determine the times and manner of performance of any services for the Municipalities hereunder consistent with the overall obligations to complete the work contemplated by this Agreement. Contractor shall be free to devote such portions of its time not required for the performance of services to the Municipalities in such manner as Contractor sees fit and for such other persons, firms, or entities as Contractor deems advisable, provided that such other services do not constitute a conflict of interest with the interests of the Municipalities.

7. Ownership of Products of Service.

All work products of any services to be performed hereunder shall be the property of the Municipalities, and the Municipalities are vested with all rights therein, including the right to use, duplicate, distribute, share or sell such materials, without any further compensation of any nature to Contractor. If patents or copyrights may be obtained with respect to such work, the Municipalities shall own same and have all rights to

same without further compensation to the Contractor. The Contractor retains the right to use the information also.

8. Insurance Requirements.

A. The Contractor and any subcontractors (Subcontractors) shall purchase and maintain insurance of the following types of coverage and limits of liability with insurance carriers licensed in New York State that have a rating no lower than "A- VII" by the most recent A.M. Best's Key Rating Guide, unless otherwise agreed to by the Fiscal Officer:

- 1) Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - c) Contractor, the Municipalities, and all other parties required of the Contractor/Subcontractor, shall be included as Additional Insureds on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) **AND** CG2037 (04/13) or CG2037 (04/13) **AND** CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor/Subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
  - d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
  - e) The policy may not contain any exclusions relating to NY Labor Law or municipal work.
- 2) Automobile Liability
  - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) Contractor, Municipalities and all other parties required of the Contractor, shall be included as Additional Insureds on the auto policy.



- 3) Commercial Umbrella
  - a) Umbrella limits must be at least \$5,000,000.
  - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
  - c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Automobile Liability and Employer's Liability coverages maintained by the Contractor/Subcontractor.
  - d) The policy may not contain any exclusions relating to NY Labor Law or municipal work.
- 4) Workers' Compensation and Employer's Liability - Statutory coverage complying with the New York Workers' Compensation Law - Contractor and Subcontractors must submit one of the following:
  - CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation, OR
  - C-105.2 - Certification of NYS Workers' Compensation Insurance, OR
  - U-26.3 - 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
- 5) Disability Benefits Coverage - Statutory coverage complying with NYS Workers' Compensation Law - Contractor and Subcontractors must submit one of the following:
  - CE-200 - Certificate of Attestation of Exemption from NYS Disability Benefits Coverage, OR
  - DB120.1 - Certification of Disability Benefits Insurance, OR
  - DB155 - Certificate of Disability Self-Insurance

B. Waiver of Subrogation

- 1) Contractor waives all rights against the Municipalities and respective elected officials, public officers, Boards, employees and agents for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella liability, Automobile Liability, Workers' Compensation, and/or Employer's Liability insurance maintained per the requirements stated above.
- 2) Contractor shall assure that all Subcontractors execute a waiver of all rights against Contractor, the Municipalities, and their respective elected officials, public officers, Boards, directors, officers, employees and agents for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella liability, Automobile Liability, Workers' Compensation,

and/or Employer's Liability insurance maintained per the requirements stated above. Contractor shall provide the Subcontractors' executed subrogation waivers to the Fiscal Officer prior to the commencement of work under this Agreement.

- C. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's policies. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Fiscal Officer.
- D. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipalities constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Municipalities. The Contractor is to provide the Fiscal Officer with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Fiscal Officer to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Municipalities.
- E. Additional Subcontractor Requirements
  - 1) Without in any way limiting the Contractor's liability pursuant to the indemnification provisions of this Agreement, the Contractor shall require each Subcontractor to: (a) maintain insurance coverages and limits of liability in accordance with the provisions of this Agreement (though the Commercial Umbrella limits required of each Subcontractor may be adjusted, if agreed to by the Fiscal Officer, in advance of any work being undertaken); and (b) name the Municipalities, the Contractor, and their respective elected officials, public officers, Boards, directors, officers, employees and agents as Additional Insureds on a direct primary basis under its Commercial General Liability insurance policy and Commercial Umbrella insurance policy.
  - 2) The Contractor is responsible for obtaining and providing to the Fiscal Officer Certificates of Insurance from each Subcontractor evidencing coverage in accordance with the requirements applicable to Subcontractors under this Section 8, and the Contractor shall not permit Subcontractor's work to be undertaken until Subcontractor's compliance with such requirements is evidenced.

9. Indemnity.

To the fullest extent permitted by law, the Contractor agrees to fully defend, indemnify and hold harmless the Municipalities and their respective elected officials, public officers, Boards, employees, and agents (hereafter collectively referred to as "Indemnified Parties") from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by, resulting from, or arising out of the negligent or intentional wrongful acts or omissions of Contractor



or Contractor's employees, agents or subcontractors, in connection with this Agreement. To the extent the Indemnified Parties are negligent, Contractor's duty to indemnify them shall not extend to the proportion of loss attributable to the Indemnified Parties' negligence.

10. Contractor May Not Assign.

This Agreement may not be assigned by the Contractor without the previous written consent to such assignment from the Municipalities, which consent may be withheld entirely at the discretion of the Municipalities, it being understood that the Municipalities are making this Agreement personally with the Contractor and are not intending that it be performed by any other person or entity.

11. Binding Nature of Agreement.

This Agreement is binding upon the parties, their respective representatives and successors and, when assignment is permitted, assigns.

12. Governing Law, Jurisdiction, and Enforcement.

This Agreement is made in New York, and shall be construed under the laws of the State of New York without regard to, or the application of, New York State's choice of law provisions. All parties consent that if any action is brought to enforce this Agreement, it shall be brought in an appropriate Court in Tompkins County, New York, and all parties consent to the jurisdiction of such court.

13. Notices.

Any notices or other communications given under or in relation to this Agreement shall be deemed duly given if served personally or by commercial courier service upon the other parties at the addresses set forth above, or, if the mails are operating, mailed by certified mail to the other parties at the address set forth above, return receipt requested. All notices shall be effective upon the date of receipt. Any party may change the address to which notices are sent by giving notice of such change in the manner set forth above to the other parties.

14. Claims and Disputes Arbitration.

The Municipalities may jointly elect to subject disputes arising out of this Agreement to resolution by mediation or arbitration or litigation. This election can be made at any time up until sixty (60) days after the claim or dispute arises in writing. If the Municipalities do not make an election, the dispute shall be subject only to litigation. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the Municipalities shall be the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Contractor hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration.

15. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements, negotiations or understandings existing between the parties regarding its subject matter. This Agreement may be amended only by written instrument signed by each party.

16. Survival.

The rights and obligations of the respective parties under Section 9 (Indemnity), Section 11 (Binding Nature of Agreement), Section 12 (Governing Law, Jurisdiction, and Enforcement), and Section 14 (Claims and Disputes Arbitration) shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect.

17. Severability.

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the parties to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be deemed severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated.

18. Certification. Pursuant to the SPDES General Permit requirements, each Municipality certifies that it is responsible for compliance with the SPDES General Permit.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day(s) and year written below.

**MUNICIPALITIES:**

**CONTRACTOR:**

**TOWN OF CAROLINE**

**DISCOVER CAYUGA LAKE, INC.**

By: \_\_\_\_\_  
Mark Witmer  
Town Supervisor

By: \_\_\_\_\_  
Bill Foster

**TOWN OF DRYDEN**

By: \_\_\_\_\_  
Jason Leifer  
Town Supervisor

*[signatures continued on next page]*



**MUNICIPALITIES:**

**CITY OF ITHACA**

By:   
Deb Mohlenhoff  
City Manager

**MUNICIPALITIES:**

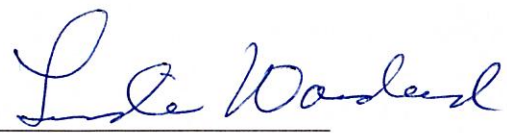
**TOWN OF ULYSSES**

By: \_\_\_\_\_  
Katelin Olson  
Town Supervisor

**TOWN OF ITHACA**

By: \_\_\_\_\_  
Rod Howe  
Town Supervisor

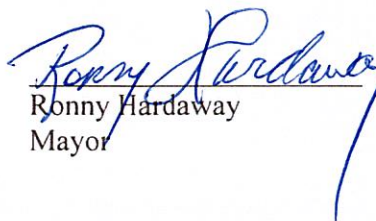
**VILLAGE OF CAYUGA HEIGHTS**

By:   
Linda Woodard  
Mayor

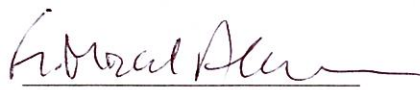
**TOWN OF LANSING**

By:   
Ruth Groff  
Town Supervisor

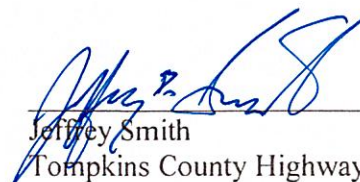
**VILLAGE OF LANSING**

By:   
Ronny Hardaway  
Mayor

**TOWN OF NEWFIELD**

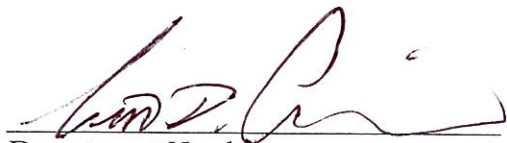
By:   
Michael Allinger  
Town Supervisor

**COUNTY OF TOMPKINS**

By:   
Jeffrey Smith  
Tompkins County Highway Director

CITY OF ITHACA:

BY:


  
Department Head

DATE:

6/26/25

APPROVALS AS TO FORM:

BY:

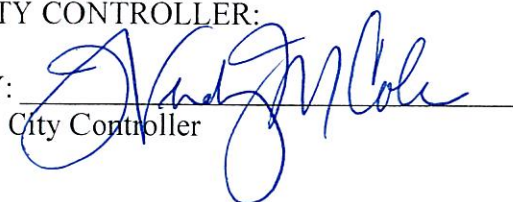
  
for City Attorney

DATE:

6/10/25

CITY CONTROLLER:

BY:

  
City Controller

DATE:

6/10/25



## **APPENDIX A**

NAME	Primary Contact	Title	Address	Phone	Email	MCM(s)	GP24 Ref.	Description	Scope of Service
Discover Cayuga Lake, Inc	William Foster	Executive Director	Suite 303, Tompkins Center for History and Culture, 110 North Tioga St, Ithaca NY 14850	607-327-5253	<a href="mailto:bill@discovercayugalake.org">bill@discovercayugalake.org</a>	1	VIA.1.a-; VIA.2.a-c; VIA.1.a-e; VIA.2.a-c	Public Education and Outreach Program	<p>County wide public education/outreach program and resources:</p> <ul style="list-style-type: none"> <li>• Discover Cayuga will work with schools throughout Tompkins County to deliver "Trout in the Classroom" and "Floating Classroom" programs.</li> <li>• Each "Trout in the Classroom" program will take place in a specific elementary, middle, or high school grade/classroom.</li> <li>• Discover Cayuga will follow Trout Unlimited's curriculum, which includes watershed education, raising trout, habitat, water quality/stormwater, and the impacts of human activities on the previously mentioned items.</li> <li>• Discover Cayuga will report yearly to the Stormwater Coalition of Tompkins County, the following information: number of classes and students reached, communities/school districts served, and examples of new or pre-existing stormwater related curricula developed or continued use.</li> </ul>