

AGREEMENT

AGREEMENT, made by and between the **COUNTY OF TOMPKINS**, a municipal corporation of the State of New York, having offices at 125 East Court Street, Ithaca, New York 14850, hereinafter referred to as the "COUNTY", and **Town of Lansing** having offices at 29 Auburn Road, Lansing, NY 14882, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY wishes to retain the CONTRACTOR to provide planning to address design and liability considerations for the Greenway Footpaths project in the Town of Lansing to the Department of Ithaca-Tompkins County Transportation Council (ITCTC).

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the COUNTY and the CONTRACTOR (the "PARTIES") hereto agree as follows:

1. The CONTRACTOR shall work under the general direction of the Tompkins County Department of Ithaca-Tompkins County Transportation Council (ITCTC), with a mailing address of 121 E. Court St., Ithaca, New York 14850.
2. The Agreement Term shall be from **Wednesday, April 1, 2026 through Wednesday, March 31, 2027**.
3. The CONTRACTOR and the COUNTY agree to the Scope of Services and Associated Costs described below.
4. Scope of Services & Associated Costs:

Conduct a design and liability study for Lansing Greenway Footpaths. The project will identify design standards for the Lansing Greenway Footpaths project and also identify any liability implications of a minimally improved trail and means of addressing them.

5. The COUNTY agrees to pay the CONTRACTOR a total amount **not to exceed six-thousand dollars (\$6,000.00)**. Payment to the CONTRACTOR shall be made by the COUNTY upon receipt of an invoice from the CONTRACTOR and acceptance by the COUNTY that all terms and conditions of this Agreement have been met and that progress on work activities has been made as billed. The County will not prepay for services prior to services being provided.
6. The terms and provisions of this Agreement, and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The PARTIES consent to the exclusive jurisdiction of, and venue in, the State Courts within Tompkins County, New York or the United States District Court for the Northern District of New York if Federal jurisdiction is sought. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the PARTIES hereto.
7. This Agreement constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the PARTIES with respect to the subject matter hereof. Attachments, appendix, exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such attachments, appendix, exhibits, schedules, and annexes and the provisions of this Agreement, the provisions of the COUNTY's terms and conditions shall prevail.
8. If any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained

herein. The PARTIES shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

9. The PARTIES agree that the terms contractor, consultant, vendor, agency, or recipient may be used interchangeably throughout an Agreement.

10. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses set forth above.

11. The COUNTY reserves the right to terminate this Agreement for any reason giving thirty (30) days written notice.

12. This Agreement may not be amended, modified, or reassigned except in writing by mutual agreement of the PARTIES hereto nor may any obligations be waived orally.

13. The CONTRACTOR shall not assign any part of this Agreement to a subcontractor or other party without the express written consent of the County. All terms and conditions of this Agreement shall apply to any subcontractor.

14. The COUNTY agrees to pay the CONTRACTOR for services based upon the determination by COUNTY of the satisfactory completion of services and products, unless otherwise specified in the body of the Agreement. CONTRACTOR will submit detailed invoices based on the billing format as specified in the body of the Agreement. Since the COUNTY is tax exempt, no sales taxes will be applied to the cost of services associated with this Agreement nor shall the COUNTY be charged interest penalty fees.

15. The COUNTY reserves the right to perform work related to the Agreement with the COUNTY's own forces, and to award separate agreements in connection with other portions of the scope of work under conditions of this Agreement identical or substantially similar to these, including those portions related to insurance and waiver of subrogation.

16. The COUNTY shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God, government actions, war, civil disturbance, terrorism, insurrection, sabotage, labor shortages or disputes, or CONTRACTOR's fault or negligence.

17. The CONTRACTOR shall maintain the confidentiality of all client-identifying and protected information including, but not limited to, organizational details, finances, clients/patients, business opportunities, business records, specifications or plans owned by the COUNTY. Both PARTIES agree to notify the other immediately in the event either learns of any unauthorized access, possession, distribution, or use of any sensitive information relating to a client has occurred.

18. It is mutually agreed between the PARTIES that the CONTRACTOR is an independent contractor and that no employee-employer, partnership, agent, representative relationship exists between the CONTRACTOR and the COUNTY under the terms of this Agreement, nor to enter into or assume, or attempt to enter into or assume any obligation on behalf of the other.

19. Except as may otherwise be specified in the body of the Agreement, the CONTRACTOR agrees to provide its employees with such tools, materials, and equipment required to perform the services prescribed by this Agreement.

20. During the performance of this Agreement, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of age, ethnicity, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, status as an ex-offender, arrest record, conviction record, and domestic violence victim status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. The areas in which discrimination on the aforementioned grounds is prohibited include, but are not 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.

21. The CONTRACTOR shall release, waive, indemnify, hold harmless, and defend the COUNTY and its officers, employees, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to, losses, costs, expenses, penalties, or other damages or liability brought against the COUNTY and its officers, employees, agents and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the CONTRACTOR, its employees, subcontractors or agents with the exception of actions and claims arising out of the negligence of the COUNTY. The indemnification will survive the term of this Agreement whether it is terminated or expired. The CONTRACTOR shall maintain the minimum limits of insurance as outlined by this Agreement in Attachment A or as required by law, whichever is greater.

22. The CONTRACTOR 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.

23. The PARTIES agree that as a condition of receipt of Federal funds, if any, that audits be performed of the CONTRACTOR's records by auditors in compliance with the Federal Single Audit Act of 1984.

24. All required Federal, State, and Local licenses shall be obtained by the CONTRACTOR prior to commencement of this Agreement and shall be maintained by the CONTRACTOR for the duration of this Agreement. The CONTRACTOR agrees to comply with all Federal, State, and Local laws and regulations governing the provision of goods and services under this Agreement. To the extent that Federal funds are provided to the CONTRACTOR under this Agreement, the CONTRACTOR 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.

25. CONTRACTOR agrees to observe and satisfy the requirements of the COUNTY's Compliance Plan regarding Federal and State fraud and abuse laws. The Compliance Plan can be viewed at [www.tompkinscountyny.gov/All-Departments/County-Compliance Program](http://www.tompkinscountyny.gov/All-Departments/County-Compliance-Program), or a copy can be obtained by contacting Tompkins County Department of Administration. Contractors who provide healthcare services certify that neither the CONTRACTOR, nor its employees, directors, officers, and subcontractors are "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the CONTRACTOR provides healthcare services, the CONTRACTOR 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 CONTRACTOR 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 Agreement, 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 Agreement, the CONTRACTOR attests to that fact that the CONTRACTOR and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

26. The COUNTY must consider the wage levels and benefits, particularly health care, provided to their employees by would-be contractors when awarding bids or negotiating agreements/ contracts, and encourages the payment of livable wages whenever practical and reasonable. If the CONTRACTOR certifies on the Living Wage Attestation (Attachment B) that its employees who directly provide services under this Agreement are NOT paid a living wage, the department contract representative may have a conversation with CONTRACTOR to understand a) the cost implications of achieving the living wage threshold, b) whether there are structural barriers impacting the ability to pay the living wage, c) the CONTRACTOR's plans to improve wages over time, and d) whether generous fringe benefits or other considerations should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold by increasing the contract value.

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory but highly encouraged. 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.

Current Living Wage: The Living Wage in Tompkins County was computed by the Ithaca and Buffalo Co-Labs of Cornell's School of Industrial and Labor Relations. Living wage is currently \$24.82/hour for a single person without children. While the calculation is for a single person without children, there is an alternate online calculator from MIT that does provide local living wage figures for different family configurations in Tompkins County at <https://livingwage.mit.edu/counties/36109>. The rate will be re-evaluated again in 2027.

27. The New York State Labor Law at Article 9, Sections 230-239-A of said statute requires that contractors and subcontractors pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract and follow other requirements. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. Every contractor and subcontractor must keep and provide certified original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. These must be made available to the COUNTY at its request. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

28. The signees on behalf of each of the PARTIES warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein and further acknowledge that the other party is entitled to rely upon this representation of authority.

Tompkins County Hold Harmless and Insurance Requirements

Contractor/Subcontractor 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, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor/Subcontractor 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, Contractor 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, Contractor 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 (CGL) including, contractual, independent contractors, 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
Damage to Rented Premises	\$50,000
Medical Expense	\$5,000

- Contractor/Subcontractor shall maintain coverage for itself and all additional insureds for the duration of the Agreement.

- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- It is expressly understood and agreed by the Contractor 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.
- If applicable, Contractor, Owner, and all other parties required of the Contractor shall be included as Additional Insured included Completed Operations 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.

C.) Commercial Umbrella \$1,000,000

- Policy may not contain any exclusions relating to NY Labor Law or municipal work.
- 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.
- Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- 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 and Employers Liability coverages maintained by the Contractor/Subcontractor.

D.) Waiver of Subrogation

Contractor/Subcontractor waives all rights against Tompkins County and its officers, employees, agents and elected officials for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, or workers compensation and employers liability insurance maintained per requirements stated above.

All insurance shall be written with insurance carriers licensed by New York State and have an A.M. Best's Key Rating no lower than "A – X". **Proof of liability insurance shall be provided on the Acord Certificate of Insurance, Acord 25 (03/2016), or insurance company certificate. Proof of Workers' Compensation and NYS Disability shall be provide on forms as outlined in A, above.** All insurance policies and Certificates shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or materially changed (except for non-payments) until at least thirty (30) days prior written notice has been given to the County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Certificates of Insurance shall be submitted with the RFP, bid, and/or signed agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as the day and year first above written.

COUNTY OF TOMPKINS

CONTRACTOR

SIGNATURE

Jessi Schmeiske

FULL NAME

DATE SIGNED

Risk & Compliance Administrator

TITLE

SIGNATURE

Ruth Groff

FULL NAME

DATE SIGNED

Town Supervisor

TITLE

Exhibits List

C - Livable Wage Form_Attachment C_2025

Exhibit C

Livable Wage Form_Attachment C_2025

ATTACHMENT C - Tompkins County Livable Wage Policy and Attestation

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 but highly encouraged**. 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.

Current Living Wage: The Living Wage in Tompkins County was computed by the Ithaca and Buffalo Co-Labs of Cornell’s School of Industrial and Labor Relations. Living wage is currently \$24.82/hour for a single person without children. While the calculation is for a single person without children, there is an alternate online calculator from MIT that does provide local living wage figures for different family configurations in Tompkins County at <https://livingwage.mit.edu/counties/36109>. The rate will be re-evaluated again in 2027.

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 living 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 include:

- 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 Attestation

1. What is the approximate number of Covered Employees involved in the provision of the contracted service? _____

2. Will all Covered Employees involved in the provision of the contracted service be paid at least the living wage?

YES or NO

3. If the answer is "No", approximately how many Covered Employees will NOT be paid at the living wage?

Full Time _____ Part Time _____

Print Contractor Name: _____

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.