

AGREEMENT

This Agreement made the ____ Day of December, 2015, between the County of Tompkins, a municipal corporation of the State of New York, having offices at 320 North Tioga Street, Ithaca, New York 14850, hereinafter referred to as the "COUNTY" and The Town of Dryden, a municipality, with offices located at 93 East Main Street, Ithaca, New York 14850, hereinafter referred to as the "TOWN".

WITNESETH:

Whereas, the **TOWN** requested financial support from the Tompkins County Capital Reserve Fund for Natural, Scenic, and Recreational Resource Protection to support acquisition of the Pinckney Road parcel, tax parcel #44.-1-2.323 in the Town of Dryden, which fronts Fall Creek, and

Whereas, the Tompkins County Legislature by Resolution on December 1, 2015, appropriated \$6,500 in 2015 funding from the Capital Reserve Fund for Natural Scenic, and Recreational Resource Protection for the purpose of securing the Pinckney Road properties in collaboration with the **TOWN for the purposes of conservation and providing future recreation opportunities**, and

Whereas, the Tompkins County Planning, Energy, and Environmental Quality Committee of the Tompkins County Legislature further authorized the use of \$8,500 in funds from the Tompkins County Stream Corridor Restoration and Flood Hazard Mitigation Program to further support this acquisition and to formally protect the stream buffer and floodplain of Fall Creek and its tributaries, and

Whereas, the **TOWN** has purchased the above-mentioned property and the deed to the property has been duly recorded in the Tompkins County Clerk's Office.

NOW THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties agree as follows:

1. The **TOWN** will:
 - a. own, retain and manage the 15-acre parcel, establish formal stream buffers of at least 100' from the edge of Fall Creek, including the full extent of its 100-year floodplain, and of 50' on each side of the tributaries on the parcel, and
 - b. support collaborative stream restoration work on and adjacent to the parcel consistent with the objectives of advancing a natural stream design for Fall Creek.
2. The **COUNTY** will pay the **TOWN** \$15,000 to support the purchase and protection of this property.
3. The **TOWN** shall indemnify, hold harmless and defend the **COUNTY**, and its officers, employees, agents, and elected officials for injury or death to any person or persons or damage to property arising out of the performance of the **TOWN**, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence of the **COUNTY**.
4. **REGULATORY COMPLIANCE** - The **TOWN** agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the **TOWN** under this contract, the **TOWN** 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.

Further, the **TOWN** agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be viewed at www.tompkins-co.org, or a copy can be obtained by contacting Tompkins County Department of Administration.

Contractors that are providers of healthcare services certify that the **TOWN**, and all employees, directors, officers and subcontractors of the **TOWN**, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. If the **TOWN** provides healthcare services, the **TOWN** 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 subcontractor is on or has been added to the exclusion list.

The **TOWN** shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By signing this contract, the **TOWN** attests to that fact that the **TOWN** and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

IN WITNESS WHEREOF, the **TOWN** and the **COUNTY**, by their duly authorized officers, have caused this Agreement to be executed as of the date first above written.

County of Tompkins

DATE: _____

Jackie Kippola
Contracts Administrator

The Town of Dryden

DATE: _____

Mary Ann Sumner
Town Supervisor

*62,700
+ 127,100 (closed)
- 15k from TC*