

## Municipal Agreement Between The County of Tompkins and The Town Of Dryden

Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the **County of Tompkins**, hereinafter referred to as the "County", having offices at 125 E. Court Street, Ithaca, NY 14850 and the **Town of Dryden**, having offices at 93 East Main Street, Dryden, NY 13053, hereinafter referred to as the "Town", for the continued cooperative maintenance of the bridge carrying Freese Road over Fall Creek BIN 0309800, hereinafter referred to as the "Bridge".

WHEREAS, in response to deterioration of the bridge, the Town has initiated a Project to replace or rehabilitate a deteriorated one-lane metal truss historic bridge with improved pedestrian connections, P.I.N. 3756.41, (the Project), which is included in the NYSDOT BridgeNY Program, and

WHEREAS, the County and the Town cooperatively maintain the Bridge under provisions of New York State Highway Law §234(10) and County Resolutions 43 of 1946 and 259 of 1998, which divide maintenance responsibilities according to specific bridge elements for bridge spans of twenty-five (25) feet or greater on Town roads, and

WHEREAS, Freese Road, including the approaches to the Bridge, is a Town road and enhancements to the bridge include, among other things, steel truss façade, sidewalk and water line improvements, which are maintenance responsibilities of the Town, and

WHEREAS, the Town is designing the Project and has scheduled construction for 2026.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Agreement Term shall be from \_\_\_\_\_ through \_\_\_\_\_.
2. The County shall be responsible for maintenance, refinishing, replacement, or repair of the following elements of the bridge:
  - a. abutments for vehicle and pedestrian bridges, including erosion and scour protection;
  - b. wing walls within fifteen (15) feet of the bridge fascia, including erosion and scour protection;
  - c. superstructure structural elements;
  - d. bridge railing;
  - e. miscellaneous deck elements not listed below as Town responsibilities; and
  - f. stream channel within forty (40) feet upstream and downstream of the structure.
3. The Town shall be responsible for routine maintenance, refinishing, replacement, or repair of the following:

- a. approaches, including roadway, shoulders, drainage, curbs, guide rail, pavement markings, traffic control devices, historic markers, landscaping, and roadside vegetation;
  - b. monolithic concrete bridge deck wearing surface;
  - c. decorative, historic trusses, including supporting members;
  - d. bridge sidewalk, including supporting members, deck, decorative railings, and approaches;
  - e. lighting, public utilities, and associated supports, constructed, owned, or operated by the Town;
  - f. removal and disposal of litter and rubbish;
  - g. removal and disposal of snow and ice;
  - h. removal of graffiti; and
  - i. repair of non-structural vandalism.
4. The division of responsibility enumerated in paragraphs 1 through 2 inclusive shall remain in effect during construction and for the existence of the bridge.
  5. The parties agree to the additional terms and conditions set forth in Attachment A, which are incorporated into this Agreement.

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
**COUNTY OF TOMPKINS Signature**

\_\_\_\_\_  
**TOWN OF DRYDEN Authorized Signature**

**Jessi Schmeiske**  
**Risk & Compliance Administrator**

\_\_\_\_\_  
**Print Name & Title**

## **ADDITIONAL TERMS AND CONDITIONS**

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

1. 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 and Federal Courts within Tompkins County, New York. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the PARTIES hereto.
2. 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.
3. 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.
4. The PARTIES agree that the terms contractor, consultant, vendor, agency, or recipient may be used interchangeably throughout an Agreement.
5. 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.
6. The COUNTY reserves the right to terminate this Agreement for any reason giving thirty (30) days written notice.
7. 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.
8. All terms and conditions of this Agreement shall apply to any subcontractor.
9. 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.
10. Either party 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.

11. Both PARTIES shall maintain the confidentiality of all protected information including, but not limited to, organizational details, finances, business opportunities, business records, specifications or plans owned by either party 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.
12. It is mutually agreed between the PARTIES that they are not in a employee-employer, partnership, agent, representative relationship exists between the PARTIES 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.
13. Except as may otherwise be specified in the body of the Agreement, the TOWN agrees to provide its employees with such tools, materials, and equipment required to perform the services prescribed by this Agreement.
14. During the performance of this Agreement, the PARTIES agree 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.
15. The TOWN 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 TOWN, 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. Both PARTIES shall maintain minimum limits of insurance per COUNTY requirements or as required by law, whichever is greater.
16. The TOWN 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.
17. The PARTIES agree that as a condition of receipt of Federal funds, if any, that audits be performed of the TOWN 's records by auditors in compliance with the Federal Single Audit Act of 1984.
18. All required Federal, State, and Local licenses shall be obtained by the TOWN prior to commencement of this Agreement and shall be maintained by the TOWN for the duration of this

Agreement. The TOWN 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 TOWN under this Agreement, 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.

19. TOWN 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](http://www.tompkinscountyny.gov), or a copy can be obtained by contacting Tompkins County Department of Administration. Contractors who provide healthcare services certify that neither the TOWN, 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 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 subcontractors is on or has been added to the exclusion list.

The TOWN 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 TOWN attests to that fact that the TOWN and/or the provider have not been sanctioned nor excluded by any of the aforementioned entities.

20. 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.
21. 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.