

Agreement
Between the Town of Ulysses
And
Cornell Cooperative Extension of Tompkins County

THIS AGREEMENT is made effective as of the date of the last signature below, by and between the Town of Ulysses ("Ulysses") and Cornell Cooperative Extension of Tompkins County ("CCETC").

WHEREAS, CCETC and the City of Ithaca, along with the Cornell Urban Horticulture Institute and the City Shade Tree Advisory Committee (STAC) have, since 1991, collaborated to organize, plan, and operate the City of Ithaca Citizen Pruner program to recruit, train, and support volunteers in the work of pruning; and

WHEREAS, Ulysses and CCETC plan to implement a similar program in the Town of Ulysses;

NOW, THEREFORE, the parties agree as follows:

1. CCETC shall educate and manage volunteers, as provided for herein. Accordingly, CCETC shall:
 - a. Promote the program to potential volunteers (writing press releases, sending to various lists).
 - b. Enroll volunteers and class participants.
 - c. Work with Ulysses staff to plan and host a series of three or four classes (if staffing is available) taught by CCETC Horticulture Staff or other such specialists as provided by CCETC to train volunteers and class participants about tree and shrub care, including proper pruning.
 - d. Upon completion of the training sessions, individuals interested and determined by CCETC to be otherwise capable of continuing as Citizen Pruner volunteers shall complete an application form provided by CCETC, and will be enrolled as CCETC Volunteers in the Citizen Pruner Program. CCETC assumes responsibility for all fully enrolled volunteers.
 - e. Provide Ulysses with email addresses of CCETC volunteers.
 - f. Provide onsite management of CCETC volunteers at work sessions.
 - g. Charge Ulysses not more than \$2,450 for the services provided by CCETC. CCETC shall provide an invoice no later than November 30 after the completion of each season.
2. Ulysses shall:
 - a. Assist CCETC with coordinating the scheduling of classes.
 - b. Identify work sites for weekly work sessions.
 - c. Host between ten and twenty work sessions for CCETC volunteer pruner participation from June to October, with the exact time and day of week to be determined by the Town Highway Superintendent in coordination with CCETC.
 - d. Provide gloves, safety vests, and water for weekly work sessions.
 - e. Help monitor volunteers engaged in pruning activities.

- f. Schedule the pick-up of brush resulting from pruning.
 - g. Pay CCETC \$2,450.
- 3. Prior to any CCETC volunteer performing services, they shall sign a Ulysses waiver and release of liability form, including an express acknowledgment that they are not Ulysses volunteers.
- 4. Both parties shall provide evidence of insurance as is the custom for each party.
- 5. To the maximum extent allowed by law, each party agrees to protect, indemnify, hold harmless and defend the other party, and their respective officers, employees, representatives, agents, successors and assigns from any and all damages, claims, suits, actions, causes of action, demands, judgments, losses, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from any negligent act or omission by the indemnifying party or its officers, employees, representatives, agents, successors and assigns.
- 6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same document.
- 7. The term of this Agreement shall be one calendar year from the last date of signature.

Signature

Signature

Name

Name

Town of Ulysses Representative

Cornell Cooperative Extension Tompkins County
Executive Director

DATE:

DATE: