



MEMORANDUM OF UNDERSTANDING

Local Flood Hazard Mitigation and Flood Response for the Ashokan Watershed Stream Management Program

This AGREEMENT is entered into by and between the COUNTY OF ULSTER, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), and CORNELL COOPERATIVE EXTENSION OF ULSTER COUNTY, a firm with principal offices at 232 Plaza Road, Kingston, New York 12401 (the "Lead Agency").

Recitals

WHEREAS, Cornell Cooperative Extension of Ulster County (CCEUC) is the Lead Agency of the New York City Department of Environmental Protection (NYCDEP)-funded "Ashokan Watershed Stream Management Program (AWSMP)" for flood hazard mitigation program development; and

WHEREAS, the Ulster County Department of Environment ("UCDOE" or the "Partner Agency") is the appropriate County department to support CCEUC and Ulster County Soil and Water Conservation District (UCSWCD) in coordinating and delivering flood response and flood hazard mitigation within the NYC Water Supply Watershed of Ulster County; and

WHEREAS, the County, through the Partner Agency listed below has agreed to enter into a collaborative agreement in which said Partner Agency works under the Lead Agency to execute and complete the requirements of the Work Plan (attached to this document as "Exhibit A"); and

WHEREAS, the Parties herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative as directed by the NYC Department of Environmental Protection (NYCDEP)-approved Work Plan;

NOW, THEREFORE, it is hereby agreed by and between the County and the Lead Agency that:

Article 1. Term.

The responsibilities under this Memorandum of Understanding coincide with the contract period, which is anticipated to be July 1, 2014 through June 30, 2019.

Article 2. Payment.

The County may submit to the Lead Agency quarterly, or no more frequently than monthly, invoices for services provided, in an amount not to exceed five hundred ninety-seven thousand, eight hundred seventy-three dollars (\$597,873), as provided in Exhibit B.

Following the guidance provided in "Exhibit C," the County will submit to the Lead Agency, invoices for eligible costs associated with local flood hazard mitigation and flood response.

All invoices must be accompanied by a progress report in a format specified by the Lead Agency.

The Lead Agency will submit its vouchers, which will include related amounts from County, to the funding agency for reimbursement and, in turn, pay the invoices submitted by the County in a timely manner and as reimbursed by the NYCDEP.

Article 3. Duties and Responsibilities of the County.

The duties and responsibilities of the County, to be undertaken by the UCDOE and the Environmental Planner, are set forth in detail in Exhibit A, "Work Plan."

The County is also required to attend monthly meetings as set forth under the direction of the Lead Agency.

Article 4. Indemnification and Rights.

Nothing contained herein shall impair the rights of NYCDEP.

Nothing contained in this Agreement shall create any contractual relationship between the County and the City of New York or NYCDEP.

The Parties agree to indemnify each other on the following basis: the County and the Lead Agency agree to indemnify and save each other harmless from all claims, liabilities, losses or expenses of every character whatsoever for bodily injury, sickness or disease including death, or property damage arising out of performance under this MOU, where such injury, sickness or disease including death, or damage is the result of the indemnifying Party's negligence or willful tort occurring while working on activities related to this agreement. In the event such injury or damage is caused by the combined negligence of the Parties hereto, each Party shall be responsible for its relative culpability.

Article 5. Insurance.

The County shall comply with the insurance requirements set forth in “Exhibit D”, and shall name City of New York, including its officials and employees as additional insureds, with coverage at least as broad as the most recent edition of ISO Form CG 20-26.

The County shall require all contractors and subcontractors performing any portion of the work to be performed hereunder, to procure and maintain insurance in the types and amounts set forth in “Exhibit D” during the entire period of performance, except for education and outreach projects costing less than \$25,000 for which New York City’s insurance requirements are waived.

Article 6. Compliance with Laws.

The County agrees that it has not and shall not engage in any unlawful discrimination based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment.

The County shall comply with all applicable federal, State and local laws, rules, regulations and ordinances, including but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the Copeland Anti-Kickback Act (40 USC 276c) where applicable.

Article 7. Termination.

This Memorandum of Understanding may be terminated by either Party giving the other 30 days advanced written notice of such intent and the reasons therefore. Neither Party shall enter into or otherwise create new obligations relative to this Memorandum of Understanding following receipt of such notice, without the written consent of the other Party. Both Parties agree to enter into good faith negotiations to determine the amount of equitable reimbursement and payment for all outstanding commitments and provide for an orderly closure of this Memorandum of Understanding.

Article 8. Press/Release of Information to Public.

The County agrees to submit all press releases, prepared in connection with the Scope of Work to be provided pursuant to this Agreement, to CCEUC at least eight

(8) business days prior to the anticipated date of release. With respect to small-scale educational events and in the event of a flood emergency, the County and the CCEUC may agree to an expedited review.

Article 9. Consultants and Subcontractors.

The County shall comply with the requirements for any subcontracts under this Agreement as set forth in "Exhibit E."

AND FURTHER, we, the undersigned, have read and agree with this MOU and the attached Exhibits.

By: JODIE A STEVENS Signature: Jodie A Stevens

President, Board of Directors, Cornell Cooperative Extension of Ulster County
as Lead Agency

Date: 8/27/14

By: Edward M. Jordan Signature Edward M. Jordan

Deputy Director of Purchasing, County of Ulster

Date: 8-15-14

Edward M. Jordan
Deputy Director Of Purchasing

Exhibit A: WORK PLAN
*Local Flood Hazard Mitigation and Flood Response
for the Ashokan Watershed Stream Management Program*

Project Description:

The County of Ulster, through the Ulster County Department of Environment (UCDOE), will perform work under a Memorandum of Understanding (MOU) with Cornell Cooperative Extension of Ulster County (CCEUC) that enhances the capacity of Ulster County departments to work in collaboration to coordinate and deliver flood response and local flood hazard mitigation support. The work supports CCEUC and the Ulster County Soil and Water Conservation District (UCSWCD) in meeting deliverables of Agreement between the City of New York and CCEUC for Administration and Implementation of the Ashokan Watershed Stream Management Program (CAT-437). Work under this MOU will advance the overall goals of creating flood resilient communities and protecting water quality in the Ashokan Watershed.

To meet these needs, the County will hire an Environmental Planner (the “Planner”) to assist in providing local coordination and technical assistance for flood hazard mitigation planning in the Ashokan watershed, and with coordinating local activities with Ulster County plans and activities. The Planner will work with staff of the Ashokan Watershed Stream Management Program (AWSMP), local municipal officials, and others to perform the work. The AWSMP is a collaborative program between CCEUC, UCSWCD, and NYCDEP. The three participating entities provide the staffing of the AWSMP.

UCDOE and the Planner will complete the following tasks in coordination with CCEUC and UCSWCD:

In the event of a significant flood, work with CCEUC and UCSWCD Project Managers with sharing and disseminating timely information to watershed residents and local, county and state agencies. Assist with coordination of post-flood disaster response and recovery actions:

- a. Along with UCSWCD and CCEUC staff, participate in municipal command post meetings at a town’s request.
- b. Where appropriate, assist in the coordination and integration of County flood response actions with existing local emergency operations.
- c. Coordinate with County departments and others on the use of shared emergency services and equipment during a flood disaster.

- d. Work with local municipalities and County departments to identify damaged and disadvantaged properties.
- e. Coordinate with County departments to determine eligibility of severe repetitive loss assets for flood mitigation (e.g., retrofit, purchase or relocate) funding programs.
- f. Work with CCEUC, County, state and municipal staff to coordinate outreach to landowners on buyout potential and program status.
- g. Between flood events, assist municipalities with identifying historical damage data and with projects to enhance flood-mitigation planning.
- h. Develop scenarios for how County, town, and federal agencies will better integrate during flood emergency response. Derive a strategy based on model approaches. Annually meet with County departments and local agencies to review flood response roles and responsibilities.
- i. Work to develop information on the economic impacts of flooding and flood mitigation actions to inform decision-making.
- j. Assist UCSWCD, NYCDEP, local municipalities, NYS Department of Transportation and Ulster County Departments, as appropriate, with identification and tracking of woody debris accumulations that may threaten infrastructure after major flood events. Contribute to development of a post-flood woody debris management strategy.

Carry out floodplain management actions that require interagency coordination:

- k. Work with the CCEUC and UCSWCD Project Managers to coordinate hazard mitigation efforts between County, State, Federal, City of New York and local/regional entities as appropriate.
- l. Assist municipalities in coordinating local flood hazard mitigation goals with the needs and goals expressed in State, County, local and inter-municipal community plans.
- m. Coordinate with Ulster County Emergency Services Department to incorporate stream and floodplain mitigation actions informed by the latest stream science into the Ulster County Multi-Jurisdictional Hazard Mitigation

Plan (UCHMP). Assist watershed communities that are newly participating in UCHMP planning with completing the process.

- n. Work with AWSMP, County departments, and local municipalities to identify flood-safe areas for future hamlet growth and development within the Ashokan watershed.
- o. Examine the interaction between open space planning and acquisition policies, and flood hazard mitigation. Facilitate dialogue and recommend program and plan improvements that enhance flood hazard mitigation.
- p. Participate in a Flood Hazard Mitigation Working Group for the Ashokan watershed convened by CCEUC. The working group will provide input to local and County hazard mitigation plans.
- q. Annually make one presentation on Ashokan watershed flood hazard mitigation activities as a model in a forum suited for information dissemination to audiences outside the watershed.
- r. Make regular progress reports to Lead Agency and prepare progress reports for project funders as requested by Lead Agency.

Provide municipal technical assistance:

- a. Provide technical assistance to municipalities related to incorporating hazard considerations into land-use planning and encourage hazard mitigation measures that result in the least adverse effect on the natural environment practicable considering other site and economic constraints.
- b. Using an understanding of vulnerability and flood risk products, communicate accurate exposure and loss estimates and assist County and local municipalities (e.g., Town Boards, Planning Boards, etc.) with evaluating alternative planning scenarios.
- c. Work closely with CCEUC and UCSWCD staff to communicate to stakeholders those floodplain management and planning strategies that have flood reduction benefits.
- d. Assist with development and dissemination of flood hazard risk assessments and data.

- e. Assist communities with developing FEMA Community Rating System (CRS) applications and developing systems for compliance.
- f. Contribute to CCEUC's Flood Hazard Mitigation Education Program in the Ashokan watershed by delivering presentations and drafting written materials (e.g., fact sheets, newsletter articles, etc.).
- g. Working closely with CCEUC and UCSWCD, provide technical assistance to municipalities for protecting critical facilities and infrastructure within flood prone areas. Work with UCSWCD and municipal staff to track key stream corridor infrastructure at risk within watershed municipalities.

Provide coordination in support of flood hazard mitigation projects:

- h. Assist CCEUC and UCSWCD and County departments with stakeholder coordination during implementation of flood hazard mitigation projects.
- i. Assist CCEUC and UCSWCD and County departments with identifying local mitigation actions, including structural and non-structural (e.g., policy) solutions, for incorporation into hazard mitigation plans.
- j. Work with CCEUC and UCSWCD and municipal and non-profit partners to identify funding sources and develop funding applications for flood hazard mitigation projects.
- k. Participate in review of flood hazard mitigation (FHM) SMIP grant applications. Assist FHM grantees with aspects of project implementation that require coordination with County departments..
- l. Participate in AWSMP project coordination meetings as needed.

In no event will the County, UCDOE, or the Planner provide professional engineering services for design, engineering surveys, construction management or other professional engineering services of any kind.

Position Location and Supervision

The Environmental Planner will deliver services primarily in the Ashokan Reservoir Watershed and will work on a team with CCEUC, UCSWCD, and NYCDEP staff of the AWSMP to provide uniform flood hazard mitigation assistance to the Towns of Shandaken, Woodstock, Hurley, and Olive. In addition, the Environmental Planner will coordinate with NYC watershed programs operating in Denning and Hardenburgh to

align local and county flood hazard efforts. The UCDOE Department Head, “the Coordinator” will supervise the Environmental Planner and will consult weekly with the CCEUC and UCSWCD Project Managers to review progress. The Planner’s primary office will be located at the AWSMP office near Phoenicia where they will work the majority of their time. A part-time office will be located at a Kingston location arranged by the Department of Environment. CCEUC will provide desk space and use of shared computer networks and administrative support for the Planner at the AWSMP office.

Agency Roles

Cornell Cooperative Extension of Ulster County (CCEUC): Under Agreement with the NYCDEP, CCEUC will coordinate overall stakeholder involvement in stream management planning and implementation in the Ashokan watershed and will convene meetings in support of flood hazard mitigation. The CCEUC Project Manager will meet regularly with the UCDOE Coordinator and Environmental Planner to collaborate on delivery of the local flood hazard mitigation program in the watershed. The CCEUC Project Manager works under the supervision of the Executive Director and is responsible for coordinating all work performed under agreement with the City of New York. CCEUC will make office space and basic office equipment, including a computer and monitor available in Phoenicia for use by the Environmental Planner.

Ulster County Department of Environment (UCDOE): Under agreement with CCE, the County will hire and provide supervision of the Environmental Planner. The UCDOE Coordinator and Environmental Planner will meet regularly with AWSMP staff to collaborate on delivery of the local flood hazard mitigation program in the watershed. The UCDOE will be responsible for covering the Planner’s travel expenses, supplies costs, printing and copying costs, and professional development expenses not provided for in “Exhibit B.”

Ulster County Soil and Water Conservation District (UCSWCD): Under agreement with the NYCDEP, UCSWCD will provide technical assistance and funding to stakeholders on stream management practices intended to protect water quality, mitigate flooding and erosion hazards, and preserve and restore ecosystem conditions along streams in the Ashokan Watershed. The UCSWCD Project Manager will meet as needed with the UCDOE Coordinator and Environmental Planner to collaborate on delivery of the local flood hazard mitigation program in the watershed. The UCSWCD Project Manager works under the supervision of the Executive Director and is responsible for coordinating all work performed under agreement with the City of New York.

New York City Department of Environmental Protection (NYCDEP): Under agreement with CCEUC and UCSWCD, NYCDEP will provide funding for flood hazard mitigation program development and implementation as well as provide science and engineering guidance and project review for flood hazard mitigation investigations funded through

the AWSMP. The NYCDEP will meet as needed with the UCDOE Project Manager and Environmental Planner to collaborate on delivery of the local flood hazard mitigation program in the watershed.

Exhibit B: BUDGET
*Local Flood Hazard Mitigation and Flood Response
for the Ashokan Watershed Stream Management Program*

Detailed 5-Year Budget - Ulster County DOE Flood Hazard Mitigation in the Ashokan Watershed					
6/30/2014					
	CAT-437				
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
	7/2014 - 6/2015	7/2015 - 6/2016	7/2016 - 6/2017	7/2017 - 6/2018	7/2018-6/2019
Personal Services					
Environmental Planner (1.0FTE)	\$59,505	\$60,695	\$61,909	\$63,147	\$64,410
UC-DOE Program Coordinator (0.10FTE)	\$6,270	\$6,333	\$6,396	\$6,460	\$6,525
Subtotal:	\$65,775	\$67,028	\$68,305	\$69,607	\$70,935
Fringe @ 57.7%	\$37,952	\$38,675	\$39,412	\$40,164	\$40,930
Total Personnel:	\$103,728	\$105,703	\$107,718	\$109,771	\$111,865
Other than Personal Services					
Travel	\$400	\$400	\$400	\$400	\$500
Supplies	\$100	\$100	\$100	\$100	\$150
Professional Training	\$1,000	\$1,000	\$1,000	\$1,000	\$474
Printing and Copying	\$50	\$50	\$50	\$50	\$3,400
Total Other than Personal Services:	\$1,550	\$1,550	\$1,550	\$1,550	\$4,524
TOTAL PROJECT EXPENSES:	\$105,278	\$107,253	\$109,268	\$111,321	\$116,389
5-YR TOTAL:					\$549,508