

JOINT PARK O&M COMMITTEE MEETING
O&M AGENDA
May 22, 2025

Committee Members: *Merlino*, Bruno, Crocitto, Wild Alternate County Member: Diamond
(*the Village of Lake George Mayor and Superintendent of Public Works also serve as voting members*)

I. Committee Meeting Call to Order by Chair

II. Approval of Minutes of prior Committee Meeting

III. Privilege of the floor and public comment

IV. Action Agenda/New Business Items:

1. Request: Amend contract

Rationale: Amending the contract (IMA) for the planning coordination services at the Charles R. Wood Festival Space.

V. Discussion Items:

VI. Referral/Pending Items:

VII. Privilege of the floor and public comment

VIII. Motion to Adjourn

Attachments:

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: DPW

DATE: 5/22/25

- (a) Purpose of Contract Change: Amend contract (IMA) for the planning coordination services for the Charles R. Wood Park festival space.
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: Resolution 209 of 2023
- (c) Name of Contractor:
- (d) Address of Contractor:
- (e) Contractor's Contact Person and Telephone Number: Village of Lake George, Town of Lake George and Warren County
- (f) Commencement Date of Extension: April 1, 2025
- (g) Termination Date of Extension: December 31, 2025
- (h) Payment Provisions:
 - i) lump sum amount \$15,000.
 - ii) hourly rate amount
 - iii) total amount not to exceed \$
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: A.6417.0002 480.05 Tourism/Occupancy, Occupancy Tax, Tourism-Business Promotion

Warren County Board of Supervisors

RESOLUTION NO. 209 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS DICKINSON, MERLINO, WILD, GERCI, STROUGH, RUNYON AND DIAMOND

AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF LAKE GEORGE AND THE TOWN OF LAKE GEORGE TO PROVIDE FUNDING FOR THE LAKE GEORGE EVENT MANAGER POSITION

WHEREAS, Warren County would like to enter into an Intermunicipal Agreement with the Village of Lake George and the Town of Lake George to provide funding for the Lake George Event Manager position created at the Village of Lake George, for an amount not to exceed Fifteen Thousand Dollars (\$15,000) per year, over a three (3) year term commencing April 1, 2023 and terminating March 31, 2026, and

WHEREAS, the Occupancy Tax Coordination Committee has approved this request, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an Intermunicipal Agreement with the Village of Lake George and the Town of Lake George to provide funding for the Lake George Event Manager position created at the Village of Lake George, for an amount not to exceed Fifteen Thousand Dollars (\$15,000) per year, over a three (3) year term commencing April 1, 2023 and terminating March 31, 2026, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds for this agreement shall be expended from Budget Code A.6417.0002 480.05, Tourism/Occupancy, Occupancy Tax, Tourism-Business Promotion.

**FIRST AMENDMENT TO
INTERMUNICIPAL AGREEMENT
BETWEEN WARREN COUNTY, TOWN OF LAKE GEORGE AND VILLAGE OF
LAKE GEORGE FOR EVENT PLANNING COORDINATION SERVICES**

THIS FIRST AMENDMENT TO INTERMUNICIPAL AGREEMENT (the “Amendment”) made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center, with a mailing address of 1340 State Route 9, Lake George, New York 12845, (“County”), and the

VILLAGE OF LAKE GEORGE, a municipal corporation established under the laws of the State of New York, with a mailing address of 26 Old Post Road, PO Box 791, Lake George, New York 12845, (“the Village”), and the

TOWN OF LAKE GEORGE, a municipal corporation established under the laws of the State of New York, with a mailing address of 20 Old Post Road, Lake George, New York 12845, (the “Town”)

RECITALS

WHEREAS, the County and Village are the owners of the Charles R. Wood Park, (the “Wood Park”), located in the Town and Village of Lake George, and

WHEREAS, the Village, County and Town previously entered into an Intermunicipal Agreement in or about May 10, 2023 whereby the Village agreed to hire an individual to perform duties and responsibilities on behalf of the Village as a special events coordinator for the Wood Park, and to coordinate special events to be held at the Wood Park (the “Intermunicipal Agreement”) as more fully set forth by Intermunicipal Agreement, and

WHEREAS, the parties hereto desire to amend the Intermunicipal Agreement for the purposes of memorializing their understanding with the respect to the obligations and duties of the

parties such that the Village will, utilizing such Village employees or Village officers as it deems appropriate, complete and perform the services required under the Intermunicipal Agreement related to special events coordination in the manner determined by the Village, without the mandatory requirement that the Village hire a dedicated special events coordinator, and

WHEREAS, each of the individuals executing this Amendment have been authorized by their respective governing boards to enter into this Amendment, a copy of such authorization shall be incorporated by reference herein and attached hereto.

NOW, THEREFORE, the parties, upon valuable consideration mutually agreed to and exchanged between the Parties, it is agreed as follows:

1. Events Coordination Services. Effective April 1, 2025 the “effective date” of this Amendment,, and continuing thereafter until December 31, 2025 the Village shall oversee and undertake performance of special events coordination for the Wood Park using such employees or officers of the Village as the Village may determine necessary and appropriate to complete the obligations set forth by this Amendment. At all times and for all purposes the Village shall be the sole and exclusive employer for every Village employee who performs duties and obligations set forth by this Amendment and neither the Town or County shall have any contractual liability or vicarious liability to include joint employer liability for the conduct or actions of any Village employee performing duties and obligations set forth under this Amendment. The duties and responsibilities for the events coordination to be performed by the Village shall include, but may not be limited to:

- a) Assisting in the creation, promotion and organization of all events in Wood Park;

- b) Process and assist in the preparation of applications, as deemed appropriate by the Village, for applicants to use Wood Park for special events;
- c) Assist approved applicants with set-up, operation and take down of events;
- d) Oversee staffing of Village employees and volunteers for events at the Wood Park;
- e) Assist applicants with information and preparation of occupancy tax applications to the Village, Town, and/or County;
- f) Attend Village meetings and County meetings, as requested;
- g) Coordinate and report activities, event scheduling, and event support requirements to County DPW Superintendent and Mayor of the Village;
- h) Report during each calendar quarter the activities completed and scheduled events pending for the Wood Park to the County's Occupancy Tax Committee and to the Town, as requested by the Town.

2. Award of County Occupancy Tax Revenues to Village for Reimbursement of Tourism-Related Expenses Incurred for Wood Park. The Village shall receive a one-time payment in the sum of Fifteen Thousand Dollars (\$15,000.00) from the County of Warren's Occupancy Tax revenues within sixty (60) days after the effective date for this Amendment to assist the Village in offsetting the anticipated cost for the special event coordination set forth herein as a tourism-related expense that aids and assists the residents of Warren County. The County shall have no obligation or responsibility to make any other payments to the Village under this Amendment.

3. Payment from Town for Services. In consideration for the event coordination services provided by the Village, the Town shall pay the sum of Five Thousand Dollars (\$5,000.00)

within sixty (60) after the effective date for this Agreement. The Town shall have no obligation or responsibility to make any other payments to the Village for the services provided by the Village under this Agreement.

4. Village Contribution for Services. The Village shall contribute the remaining balance of costs and expenses incurred by the Village's special events coordination during the term of this Amendment.

4. Compliance with Laws. In carrying out its respective obligations and responsibilities under this Agreement, the Village shall strictly observe and comply with all applicable laws, including all safety laws, rules and regulations (including but not limited to): federal, state and/or local labor or civil rights laws including, without limitation, the federal Civil Rights Acts of 1866, 1871, 1964 and 1991, the Age Discrimination in Employment Act of 1967, as amended by, inter alia, the Older Workers Benefit Protection Act of 1990; the Workers Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990, the Internal Revenue Code, the Family and Medical Leave Act, the New York State Labor Law, the New York State Wage and Hour Laws, the New York State Executive Law, the New York State Administrative Code and New York State Human Rights Laws, the New York State Civil Service Law, the Racketeer Influenced and Corrupt Organizations Act, the Sherman Act, the Clayton Act, or the Robinson-Patman Act, as each may have been amended from time to time, Federal Occupation Safety and Health Act, and all regulations promulgated pursuant to such laws, provided that nothing contained herein shall be construed to create a special duty from Village to the County, the Town, the public or any person or entity using or visiting the Wood Park.

5. Term. This Amendment shall take effect on April 1, 2025 and shall terminate on December 31, 2025.

6. Insurance Requirements.

- a) The Village shall, at its own expense, provide and keep in force at all times during the period in which this Amendment shall be in effect, a policy or policies issued by any insurance company authorized to do business in the State of New York insuring the Village for Commercial General Liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; Automobile Liability, including all owned, non-owned and hired vehicles with a One Million Dollars (\$1,000,000) combined single limit covering any and all vehicles, equipment, machinery and materials of the Village used in the performance of this Amendment . The Village shall provide to the County and Town a Certificate of Insurance naming the County and the Town as Certificate Holders and “Additional Insured on a primary and non-contributory basis” upon the effective date for this Amendment.
- b) The County shall maintain insurance on the Wood Park as provided for in that certain intermunicipal agreement dated November 5, 2013, as same has been amended from time to time.

7. Indemnification. The Village agrees to indemnify and hold harmless the County and Town from all and any claims, demands, suits, judgments and costs arising out of the negligence or intentional conduct of the Village, its agents, servants and employees with respect to services of special events coordination and concerning the Village’s acts or omissions to fulfill its responsibilities and obligations under this Amendment, to include, but not limited to: (i) any

claims arising out of or related to any federal, state and/or local labor or civil rights laws including, without limitation, the federal Civil Rights Acts of 1866, 1871, 1964 and 1991, the Age Discrimination in Employment Act of 1967, as amended by, inter alia, the Older Workers Benefit Protection Act of 1990; the Workers Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990, the Internal Revenue Code, the Family and Medical Leave Act, the New York State Labor Law, the New York State Wage and Hour Laws, the New York State Executive Law, the New York State Administrative Code and New York State Human Rights Laws, the New York State Civil Service Law, the Racketeer Influenced and Corrupt Organizations Act, the Sherman Act, the Clayton Act, or the Robinson-Patman Act, as each may have been amended from time to time; (ii) any other claim of discrimination in employment based on sex, age, race, national origin, citizenship, religion, creed, disability, handicap, veteran status, parental or marital status, sexual orientation, predisposing genetic characteristics, or non-work activities (whether based on federal, state or local laws or regulations, statutory, common law or decisional); (iii) any and all other claims arising out of or related to the terms and conditions of a Village employee's employment with the Village as the sole employer, whether based on theories of agreement or tort, common law, statutory, decisional or otherwise or claims arising out of or related to any action, agreement, any federal, state or local constitutions, statutes, rules or regulations, ordinances, administrative order, public policy, breach of any duty or obligation, any common law right of any kind whatsoever, or under the laws of any country or political subdivision, including but not limited to the laws of the United States of America, and including, without limitation, any claims for any kind of tortious conduct (including but not limited to any claim of defamation or negligent infliction of emotional distress), breach of agreement, copyright, promissory or equitable estoppel, breach of employer's policies, rules, regulations, handbooks or manuals, breach of express or implied covenants of good

faith, wrongful discharge or dismissal, and failure to pay in whole or part, any wages, salary, compensation, health insurance benefits, bonus, incentive compensation, commissions, severance pay, attorneys' fees, costs or disbursements, medical insurance, disability benefits or benefits of any kind whatsoever; (iv) any claim or grievance through any internal grievance procedure; and (v) any claim for attorneys' fees, costs, disbursements and the like.

8. Records Retention. The Village agrees to retain all records related to this Amendment for a period of six (6) years and agrees to provide access to the County or the Town, through the appropriate County or Town officials legally allowed to do so, to review and or audit such records. In the event that a review or audit is requested, the records shall be made available at the Village's place of business with the understanding that copies of such records may be made by the designated County or Town officials. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the County or Town.

9. Miscellaneous. This Amendment amends the Intermunicipal Agreement and replaces the Intermunicipal Agreement in its entirety, as of the effective date for the Amendment. This is the entire agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Amendment shall be held unenforceable the rest of this Amendment will nevertheless remain in full force and effect. This Amendment may be executed in any number of counterparts together which shall constitute one agreement among the parties. This Amendment may not be assigned, in whole or in part, by the County, Town or Village without prior approval by the other parties in writing. Any dispute under this Agreement or related to this Amendment shall be decided in accordance with the laws of the State of New York.

10. Notices. In the event that it is necessary for either Party to transmit to either Party written notice or communications that are anticipated in accordance with the terms and provisions of this Amendment, the same shall be considered delivered upon personal delivery

and/or the same by ordinary mail to the following persons and/or addresses:

County of Warren ATTN: Clerk of the Board of Supervisors 1340 State Route 9 Lake George, New York 12845	Village of Lake George ATTN: Mayor Ray Perry 26 Old Post Road PO Box 791 Lake George, New York 12845
With an additional copy to: Warren County Attorney's Office ATTN: County Attorney 1340 State Route 9 Lake George, New York 12845	Town of Lake George ATTN: Town Supervisor Dennis Dickinson 20 Old Post Road Lake George, New York 12845

Delivery by mail shall be considered accomplished or complete when the notice or communication is appropriately enclosed in an envelope or similar wrapping with postage attached and deposited in a receptacle maintained or owned by the United States Postal Service for the deposit or acceptance of mail.

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THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN

Warren County Attorney

By _____
Kevin B. Geraghty, Chair, Board of Supervisors

Date: _____

Approved as to Form:

TOWN OF LAKE GEORGE

Town of Lake George Attorney

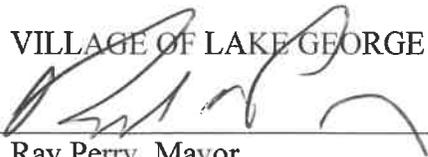
By _____
Vincent Crocitto, Jr., Supervisor

Date: _____

Approved as to Form:

VILLAGE OF LAKE GEORGE

Village of Lake George Attorney

By 
Ray Perry, Mayor

Date: 5/5/25