

TOWN OF WINDSOR, COUNTY OF BROOME, STATE OF NEW YORK
To Accept And To Authorize The Supervisor To Execute The Attached Agreement With
Windsor Youth Sports & Recreation, Inc.
Resolution #1-2023

Present: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilman Daniel R. Price

At a Regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 11th day of January, 2023, the following resolution was

OFFERED BY:
SECONDED BY:

WHEREAS, the Town of Windsor had a Youth Board and Director, which previously ran the Town's Youth programs; and

WHEREAS, in an attempt to better run the Town's Youth Programs, members of the community incorporated a not for profit, 501(c)(3), entity called "Windsor Youth Sports & Recreation Inc. ("WYS&R"); and

WHEREAS, the attached Agreement between the Town of Windsor ("Town") and the and WYS&R, and would allow WYS&R to continue the Town's Youth programs; and

WHEREAS, the Town, after discussion believes that the attached Agreement and the relationship between the Town and WYS&R is good for all residents of the Town and especially the youth of the Town; and

NOW THEREFORE, BE IT RESOLVED, the Town Board of the Town of Windsor, after review and discussion, hereby approves the attached Agreement; and be it

FURTHER RESOLVED, the Supervisor is hereby authorized to sign and deliver any documents necessary to effectuate the terms and conditions of this Resolution and implement same on behalf of the Town; and be it

FURTHER RESOLVED, this resolution shall take effect immediately

Vote of the Board:

Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilman Daniel R. Price

Motion

Resolution Adopted:

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Windsor Town Hall, 124 Main Street, Windsor, NY on the 11th day of January, 2023.

Town of Windsor Seal

Elizabeth Pfister
Town Clerk, Town of Windsor

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of January, 2023 between the Town of Windsor, a municipal subdivision of the State of New York situated in the Town of Windsor, County of Broome, State of New York, with its offices at Windsor Town Hall, 124 Main Street, Windsor, NY 13865, party of the first part (hereinafter referred to as "Town"), and Windsor Youth Sports & Recreation Inc., a 501(c)(3) not for profit organization with a mailing address of: P.O. Box 412, Windsor NY 13865, party of the second part (hereinafter referred to as "Contractor"),

WITNESSETH, that the Town and Contractor, in consideration of the promises and the mutual covenants and agreements contained herein, do hereby mutually agree as follows:

1. Services.

Contractor agrees to provide those services previously provided by the Windsor Youth Board. More specifically, Contractor agrees to conduct youth sports and youth recreation in the Town of Windsor, in same type and number; as has conducted in the prior years. No child will be discriminated against or refused enrollment without just cause. The Contractor is authorized to conduct these activities; and shall do so in conformance with all relevant laws, rules and regulations.

2. Term.

This Agreement shall begin January 1, 2023 and end December 31, 2023. This contract may be renewed upon mutual consent.

3. Payment.

Contractor shall receive payment from the Town in the total amount of \$23,100. The Contractor may receive partial payments for Contractor's services on a bi-annual basis. Contractor shall send to the Town a signed voucher for the amount of \$11,550, to be paid to the Contractor in February and August. No sum described shall be due and payable by the Town until the Town has received a voucher and has audited and approved for payment the signed voucher to be submitted by the Contractor at a regularly scheduled Town Board Meeting. The Town Board shall process any vouchers received from Contractor as expeditiously as possible. Vouchers shall be presented to the Town Clerk no later than the Monday, which proceeds the date of the February and August Town Board Meetings at which such vouchers are to be audited.

3. Termination.

This agreement shall terminate immediately in the event that (a) Contractor files a Petition in Bankruptcy Court or, Petition is filed against Contractor in Bankruptcy Court, or a Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors, or (b) A Receiver or Liquidator is appointed for Contractor and/or Contractor's Property and is not dismissed within the said 20 days.

In the event that the Contractor refuses or fails to provide the services required with due diligence, or refuses or fails to comply with applicable statutes, laws or ordinances, or is guilty of

a substantial violation of any provision of this agreement, Town shall send Contractor written notice that Contractor has 2 days to cure said default; and if at the end of said 2 day period, Contractor has not cured said default, Town may then terminate this agreement on 5 days prior written notice to Contractor.

4. Skills of Contractor.

Contractor represents that Contractor has the requisite skills and experience to perform the services hereunder and shall

5. Independent Contractor Status.

Contractor and Town agree that in performance of Contractor's service hereunder, Contractor is an independent contractor and shall not be deemed to be an employee or agent of the Town for any purpose whatsoever.

6. Prohibition Against Assignment.

Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or Contractor's right, title or interest in this agreement. Contractor is authorized to use employees and volunteers in the manner that it sees fit.

7. Compliance with Statutes.

Contractor agrees that Contractor shall comply with all statutes, ordinances, local law, codes, rules and regulations which are or may be applicable to Contractor's services, activities, and duties set forth in this agreement.

8. Notices.

Any and all notices, vouchers, and payments required hereunder shall be addressed to the parties at their respective addresses set forth on page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

9. Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall expressly include the same.

10. Construction of Agreement.

This agreement shall be constructed and interpreted in accordance with the laws of the State of New York.

11. Completed Agreement; Modification.

There are no terms, conditions or obligations other than those contained herein and there are no written or verbal statements or representations, warranties or agreements with respect to this agreement which have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by all parties.

12. Reimbursement For Damages.

Contractor agrees to reimburse Town for any damage to any real property or personal property of Town that may be caused, directly or indirectly, from the negligence, acts or omissions of Contractor.

13. Insurance

Contractor does hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this agreement during all phases of the performance of the various provisions to be performed herein. And Contractor agrees to name the Town of Windsor and the Village of Windsor as additional insureds (on a primary noncontributory basis) on its insurances.

IN WITNESS WHEREOF, THE TOWN OF WINDSOR has caused its corporate seal to be affixed hereto and these presents to be signed by Mark Odell, Supervisor, duly authorized to do so, and to be attested to by Elizabeth Pfister, Town Clerk, of the Town of Windsor, and the said Contractor has signed this agreement, the day and year first above written.

(SEAL OF THE TOWN OF WINDSOR)

TOWN OF WINDSOR

Attest:

By: _____
Mark Odell
Supervisor

Elizabeth Pfister, Town Clerk
Town of Windsor

Rhea Deyo, Treasurer & Secretary,
WYS&R