

ENFIELD COMMUNITY COUNCIL – CONTRACT 2022-2026

Made as of this ____ day of _____, 2021 between the Town of Enfield, a municipal corporation under the laws of the State of New York (hereinafter called the “Town”) and the Enfield Community Council, a not-for-profit corporation under the laws of the State of New York (hereinafter called the “ECC”).

WHEREAS, the Town desires to have certain community recreational and youth services provided to the residents of the Town and

WHEREAS, the ECC desires to provide such services to the Town and its residents,

NOW, therefore, it is agreed that the Town contracts with the ECC to provide such services on the following terms and conditions:

1. The ECC agrees to provide to the residents of the Town of Enfield such youth and community recreational classes, activities, programs and other services as it, in consultation with the Town, determines are desirable and needed (hereinafter called “contract services”).
2. The ECC agrees to provide to the Town, as justification for the budget request for funding said contract services, a proposed program of contract services for the contract period, a breakdown of expected costs, information on persons to be benefited, and such other information as the Town may reasonably request with the understanding that if either party has unusual financial circumstances the contract could be reviewed.
3. The Town agrees to pay the ECC \$4285.66, payable by the twenty-fifth day of every month, for the months of January 2022 through December 2022. Each monthly payment shall be paid by the 25th of the month for a total of \$51427.86 for actual expenditures by ECC for said contract services, including overhead expenses, payroll expenses, and other costs associated with the provision of the contract services.
4. The Town agrees to pay the ECC \$4371.37, payable by the twenty-fifth day of every month for the months of January 2023 through December 2023. Each monthly payment shall be paid by the 25th of the month for a total of \$52456.42 for actual expenditures by ECC for said contract services, including overhead expenses, payroll expenses, and other costs associated with the provision of the contract services.
5. The Town agrees to pay the ECC \$4,458.80, payable by the twenty-fifth day of every month for the months of January 2024 through December 2024. Each monthly payment shall be paid by the 25th of the month for a total of \$53,505.55 for actual expenditures by ECC for said contract services, including overhead expenses, payroll expenses, and other costs associated with the provision of the contract services.
6. The Town agrees to pay the ECC \$4,547.97, payable by the twenty-fifth day of every month for the months of January 2025 through December 2025. Each monthly payment shall be paid by the 25th of the month for a total of \$54,575.66 for actual expenditures by ECC for said contract services, including overhead expenses, payroll expenses, and other costs associated with the provision of the contract services.
7. The Town agrees to pay the ECC \$4,638.93, payable by the twenty-fifth day of every month for the months of January 2026 through December 2026. Each monthly payment shall be paid by the 25th of the month for a total of \$55,667.17 for actual expenditures by ECC for said contract services, including overhead expenses, payroll expenses, and other costs associated with the provision of the contract services.

This agreement shall commence January 1, 2022 and continue through December 31, 2026. In each of the contract years, either party may terminate this agreement by written notice. In the event that the notice is so received, then the contract shall be deemed to end ninety (90) days following the date of such written notice.

8. Nothing shall be construed to prohibit the ECC from accepting donations, grants, matching funds, or money from other sources to defray the costs of providing services.
9. In order to receive payments as heretofore described, the ECC shall provide to the Town Supervisor a properly completed and signed voucher a minimum of seven days prior to the scheduled meeting of the Town Board.
10. The ECC agrees to provide to the Town a written report on a quarterly basis of the activities it is and has been engaged in, the numbers of participants, the costs of activities, changes in current program funding levels, and any other information that the Town may reasonably request. Said reports shall be provided to the Town Board by the 25th of the month following the close of the quarter.
11. The Town, at its own expense, may retain the services of a credible accounting firm to examine the financial records of the ECC. The ECC shall provide reasonable access to its financial records for audit purposes. In the event that the ECC does not provide reasonable access to its financial records, until such time as reasonable access is provided, the Town shall have the right to withhold payments to the ECC.
12. The ECC shall be responsible to secure insurance that meets the following criteria:
 - a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the ECC hereby agrees to effectuate the naming of the Town as an additional insured on the ECC's insurance policies.
 - b. The policy naming the Town as an additional insured shall:
 - i. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, licensed in New York State.
 - ii. State that the organization's coverage shall be primary and non-contributory coverage for the Town, its Board, employees and volunteers.
 - iii. All coverage shall include defense costs and shall apply to any liability arising from ECC's acts, errors or omissions.
 - iv. The Town shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - v. The Town shall be notified in writing at least 30 days prior to the cancellation of, or any material change in, the policy or coverage limits.
 - vi. At the Town's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
 - c. The ECC agrees to indemnify the Town for any applicable deductibles and self-insured retentions.
 - d. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
 - e. Required Insurance:

Insurance	Minimum Limits
Workers Compensation	Statutory limits

Commercial General Liability	\$1M per occurrence \$1M personal and advertising injury \$2M products and completed operations aggregate \$2M general aggregate, with coverage for athletic participants
Automobile Liability-Owned, Hired, and Non-Owned	\$1M combined single limit
Excess / Umbrella Liability	\$1M Each occurrence
Professional liability / Errors and Omissions	\$1M per claim \$1M annual aggregate

- f. The ECC acknowledges that failure to obtain such insurance on behalf of the Town constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town. The ECC is to provide the Town with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
 - g. The Town is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Town but also the NYMIR, as the Town's insurer.
- 12.
13. In recognition of the ECC use of Town property as part of this agreement, the ECC agrees to comply with all reasonable requests made by the Town Supervisor, at the direction of the Town Board, that relate to safety or security.
14. This Agreement shall be deemed executory and enforceable only to the extent that money is made available to the Town for performance of the terms hereof. In accordance with the guidance of State Finance Law § 41, and like requirements of Town Law and the Local Finance Law, the Town shall have no liability to ECC or any third party under this Agreement beyond the funds appropriated and made available for this Agreement. It is agreed that the Town shall make known to the ECC no later than March 31, of each contract year, the status of its fund requests from outside sources. If such funding requests are granted at an amount lower than anticipated, the parties hereto agree to renegotiate the fiscal portion of this agreement so as to provide the minimum disruption or redirection of the ECC's programs.
15. It is acknowledged that the ECC is an independent contractor organized to serve and benefit the Town of Enfield and its residents.
16. For the purpose of this contract employees of the ECC are not deemed to be employees of the Town of Enfield.

In Witness, whereof, the parties have set their hands and seals effective this _____ day of _____ 2021.

By:

Stephanie Redmond
Town of Enfield, Supervisor

By:

Courtney Bailey
Enfield Community Council, President

ATTEST:

By:

Mary Cornell

Town of Enfield, Clerk

1.