

AGREEMENT

AGREEMENT, made this ____ day of _____, 2025, by and between the Town of Southport, a municipal corporation with offices at 1139 Pennsylvania Avenue, Elmira, New York (hereinafter referred to as the "Town"), and the Southport Cinderella Softball League, a New York non-for-profit corporation having and address of P.O. Box 115, Pine City, New York (hereinafter referred to as "League").

WITNESSETH

WHEREAS, the Town desires to purchase from the League during the calendar year 2025 certain recreation services for residents of the Town of Southport and surrounding areas, and

WHEREAS, the League has submitted a proposal to the Town of Southport for the provision of those services, a copy of which proposal is attached hereto and made a part hereof and marked Exhibit A, and

WHEREAS, the League desires to provide those services to the Town as set forth and more particularly described in Exhibit A.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. That the League, at its own expense and charge and for the reconsideration hereafter stated, agrees to furnish softball recreation services to the residents of the Town of Southport and surrounding areas in accordance with the proposal set forth in Exhibit A, including but not limited to the provision by the League of qualified and knowledgeable personnel for providing the services for the recreation program set out in Exhibit A.
2. That the League agrees to provide the services to the Town for a sum not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$7,500.00) that amount to be paid by the Town Supervisor from funds appropriated by the Town Board of the Town of Southport pursuant to the adopted 2025 Town Budget.
3. That the League will submit a copy of its profit certificate of incorporation and proof that they have obtained tax exempt status from the State of New York (once acquired).
4. That the Southport Cinderella Softball League will name the Town as additional insured with liability insurance coverage, with a minimum coverage of \$1,000,000.00 for personal injury for each accident, together with \$50,000.00 property damage.

5. That as additional consideration for the League's providing the services required by this contract, the Town agrees to provide the following:
 - a) Storage space at Chapel Park for safe keeping and storage of equipment owned or utilized by the League in connection with the provision of services pursuant to this Agreement, the Town shall bear no responsibility that may result to such equipment while being stored on town property. The League will provide the Town with a key to the storage facility which will be used by the Town for access to the storage space in the event of an emergency, and
 - b) The use of the Southport Senior Citizens and Community Center for regularly scheduled League meetings, when available. The League shall contact the Town Supervisor or his designee at least forty-eight hours prior to any special meeting of the League to schedule a time for the use of the Senior Citizens and Community Center, when available, and
 - c) The use of Town lands, located at Chapel Park, by the League for the performance of the recreation services provided herein, and
 - d) A building at Chapel Park, between the two approved softball fields, with bathrooms and a concession stand, including the maintenance thereof, to be utilized by the League during their regularly scheduled softball season.
6. That the League have control over the day-to-day administration of the recreation services, as described in Exhibit "A" subject to reasonable Town review, and shall assume full responsibility for carrying out all requirements necessary for the provision of recreation services as described in Exhibit A and shall further comply with all rules and regulations applicable thereto, including local, state, and federal laws, rules, and regulations.
7. That this agreement shall become effective January 1, 2025 and shall terminate on December 31, 2025.
8. That the League agrees to indemnify and hold harmless the Town from any claims made against the Town for damages caused in any manner by or the results of the work, acts or omission, carelessness, or negligence of the League in performance of such services pursuant to the Agreement to the extent not covered by insurance by the Town pursuant to Paragraph 4 above.
9. That the League will provide and submit to the Town a complete statement of receipts and expenditures, along with bank balances for the period of January 1, 2025 through December 31, 2025.
10. That the League agrees that its books and records shall be available for audit and inspection by the Town Supervisor or his designee.
11. That prior to the commencement of each softball season the League will provide the Town Supervisor or his designee with a copy of all their rules pertaining to the program they provide for Town review.

12. That this contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the Town beyond the amount of the monies appropriated. It is understood that neither this contract nor any representation by any public employee or officer created any legal or moral obligation to the request, appropriate or make available monies for the purpose of the contract.
13. That the relationship of the League to the Town shall be that of independent contractor. The League, in accordance with its status as independent contractor, covenants and agrees that it will conduct itself out as nor claim to be an officer or employee of the Town by reason thereof and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including but not limited to Worker's Compensation Insurance coverage, unemployment insurance benefits, social security coverage or retirement membership or credits.
14. That the League agrees to provide Worker's Compensation Insurance on all employees performing work for it as required by Worker's Compensation Law of the State of New York, or any other statute, rule, or regulation applicable thereto. The League further agrees to provide the Town, prior to the commencement of any services to the Agreement, with a certificate of insurance showing such Worker's Compensation Insurance coverage to be in full force and effect. The League will submit a certificate of insurance showing such coverage with their proposal.
15. That the League and the Town recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will thus promote the interest of both and render the highest service to the public in accordance with the provisions of this agreement.
16. If, at any time, the League should dissolve then in that event the League will turn over all of its equipment and assets to the Town, or an organization designated by the Town, so as to allow the Town to continue to provide recreational services to the residents of the Town of Southport.
17. That this Agreement may only be amended in writing and executed between the parties hereto.
18. That the League will not assign, transfer, convey, sublet, sub-contract or otherwise dispose of this contract or the rights, title, or interest therein or the power to execute such contract to any other person, company, or corporation.
19. That this Agreement is subject to the provisions of Section 103-A and 103-B, as amended, of the New York General Municipal Law, which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or who answer any relevant questions concerning such transaction or contract.

- a) Such persons and any form, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof for goods, work or services for a period of five (5) years after such refusal, and

- b) Any and all contracts made by any municipal corporation or any public department, agency, or official thereof, since the effectuate date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but the monies owed by the municipal corporation for goods delivered or work done prior to the cancelation or termination shall be paid.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2025.

Town of Southport

By: _____

Southport Cinderella Softball

By: _____

Its: _____

STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS:
TOWN OF SOUTHPORT)

On this ____ day of _____, _____, before me, the subscriber, personally appeared **JOSEPH ROMAN**, Supervisor of the Town of Southport, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS:
TOWN OF SOUTHPORT)

On this ____ day of _____, _____, before me, the subscriber, personally appeared _____, of the Board of Southport Cinderella Softball, to me personally known and known to me to be the same person described in and who executed the within instrument, and they acknowledged to me that they executed the same.

Notary Public

EXHIBIT A

PROJECT/PROGRAM DESCRIPTION:

1. The Town of Southport is committed to offering children a variety of recreational activities that promote good sportsmanship, positive peer, and adult relationships and physical skill development. Currently, Southport Cinderella Softball offers after school programs, a summer park program and special events throughout the year at no cost to children and/or families.

The Town of Southport in conjunction with Southport Cinderella Softball League will offer a softball program for girls 4-18 years of age. The program will promote the participation of all girls eligible in the community. It will focus on developing softball appropriate physical skills, positive self-concept, and strong peer and adult relationships. There are the following divisions T-ball, 8U, 10U, 12U, 14U, 16U, and 18 U. Additional divisions will be formed as the program progresses.

2. The Town of Southport Supervisor will be responsible for entering into an agreement with Southport Cinderella Softball League on behalf of the Town of Southport.
3. The Southport Cinderella Softball League will promote the participation of girls' 4-18 years of age. The Southport Recreation Association League offers a Star-Wish League for special needs population.
4. Program evaluation will include:
 - Program/player survey – post season
 - Coach survey – post season
 - Ongoing communication between Board of Directors, coaches, players and parents.
 - End of season meeting with Recreation Department and League Board of Directors
 - Year end summary submitted by the Southport Cinderella Softball League to the Southport Town Board