

**AGREEMENT WITH ENFIELD COMMUNITY COUNCIL FOR DISTRIBUTION
OF \$7,000 FOR THE PURPOSE OF PUBLISHING A NEWSLETTER WITH TOWN
UPDATES.**

THIS AGREEMENT is made and entered into as of _____, 2024 by and between the **Town of Enfield**, an incorporated municipal subdivision of the State of New York with offices at 168 Enfield Main Rd., Ithaca, NY 14850 (the "Town") and the **Enfield Community Council, Inc.**, a non-profit domestic corporation of the State of New York, with offices at 162 Enfield Main Rd., Ithaca, NY (the "Recipient"), so now

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

1. The Town agrees to deliver to the Recipient the sum of \$7,000 in ARPA restricted funds over the course of the period running from October 1, 2024, through October 1, 2025, and the Recipient agrees to use and expend all of such funds prior to July 31, 2026, only for the purposes of publishing a newsletter on a quarterly basis with Town updates to be distributed to residents of Enfield.
2. In connection with the performance of the Project and its purposes by Recipient, Recipient shall consult with the Town Supervisor at least quarterly to receive necessary information and updates of Town business to be included in the newsletter. The funds must be fully and properly expended prior to July 31, 2026.

Any money not expended for proper purposes under this Project shall be returned or reimbursed to the Town, as the case may be, on or before the earlier of August 31, 2026 or the date of demand therefor by the Town (such as for reimbursement for funds used for other than Project purposes). To that end, Recipient shall deliver full documentation (e.g., invoices, vouchers, contracts, etc.) of any expenditures of the ARPA restricted funds to the Town Clerk within sixty (60) days of such disbursement of such funds on the Project showing that such funds were spent in accordance with the terms of this Agreement and the requirements of the ARPA laws and regulations.

3. Recipient is an independent party and shall not be considered an employee or agent of or for the Town. All services shall be supplied in accordance with the requirements of any existing youth services agreements, including (i) the Town-Recipient Services Agreement covering the years 2022-2026; and (ii) any agreements as through Tompkins County, in accordance with any county or local group services program proposals and approved planning group guidelines.
4. Recipient is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement or any of its rights or interests herein, this agreement is personal to recipient, and this agreement is binding upon the parties hereto and their successors and assigns.

5. Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. Notwithstanding any other terms or provisions of this agreement, the Recipient shall comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this agreement, including under human rights laws. If any claim, action, injury, death, or damage to property or persons arise as a result from performance of the Project by Recipient the Recipient shall indemnify, hold harmless and defend the Town and its officers, employees, agents, and elected officials, with the exception that indemnity shall not be required to the limited extent any claim or loss is caused by the direct negligence of the Town.

6. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed, and no such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach. This Agreement constitutes the complete understanding of the parties, no modification of any provisions thereof shall be valid unless in writing and signed by both parties, and this Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Town of Enfield

Enfield Community Council, Inc.

By: _____
Its: _____

By: _____
Its: _____

