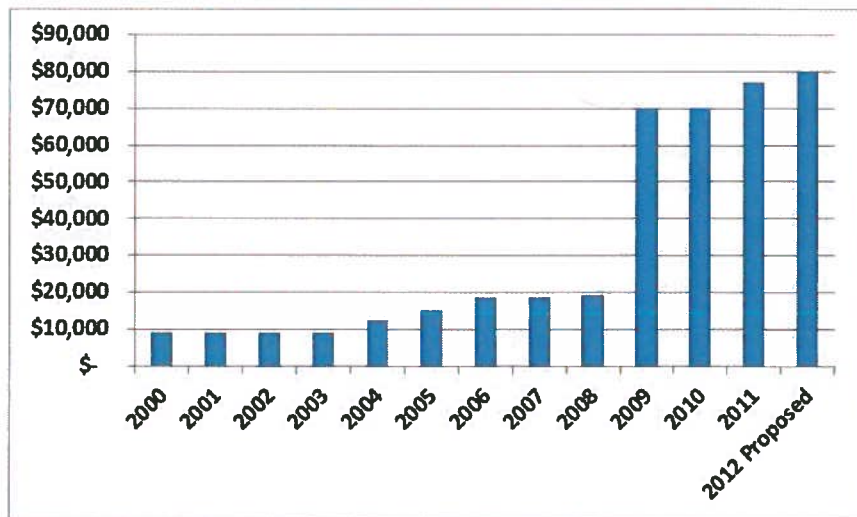


TO: Mayor and Members of Common Council
FROM: Mack Cook, John McNerney
RE: City of Cortland/Town of Cortlandville Recreation Agreement
DATE: January 18, 2012

This memorandum is tendered to provide Common Council with background information that is useful to evaluate the attached agreement to provide recreational services to the residents of Cortlandville during 2012 for a fee of \$80,000.

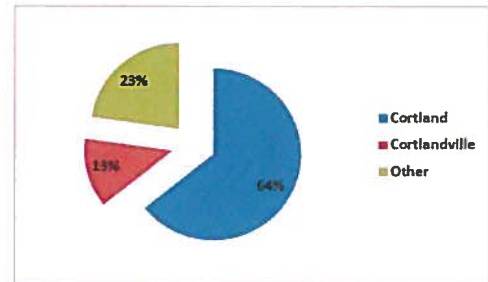
The origin for the City's relationship with the Town of Cortlandville dates back to 1969 when then Youth Bureau Director Fran Tokar appeared before the Town Board and invited them to join in the City's recreation program and contribute financially to its welfare. The Town eventually responded in the early 80's with a contribution of \$5000. In 2011, Cortlandville contributed \$77,000 towards the operation of the Youth Bureau.



Since the initial contribution in 1969 the Town's annual financial contribution has steadily grown including a \$14,400 contribution in 2010 towards the operating costs of Wickwire Pool. The Town's contribution to community recreation programs has not been limited to monetary contributions. In 2008 the Town opened the \$2 million Ted Testa Parks complete with state of the art ball diamonds and athletic fields. Testa Park, in addition to Citizens Park and Blodgett Mills Parks, are currently used by the

¹ In 2010, Cortlandville contributed \$14,400 towards the operations of Wickwire Pool which is not included in the above chart.

Youth Bureau for its popular adult softball league and youth baseball program. Cortlandville maintains these parks at an annual cost of \$277,000 and makes them available for City programs at no cost to the City or its residents. The City provides staff to manage field reservations and evening hours Patrol Services from May 1st through September 1st.



The following is a table detailing participation in the Youth Bureau’s youth oriented programs in 2011. This table sorts participation by the City, Cortlandville, and other municipalities. In summary 1,710 people participate in the various programs of which 64 percent were residents of Cortland and 13 percent were residents of Cortlandville.

PROGRAM	City of Cortland	%	Cortlandville	%	Other	%	Total Participants
Small Fry Football	123	66%	27	14%	37	20%	187
Cheering	67	74%	8	9%	16	18%	91
Youth Soccer	59	59%	21	21%	20	20%	100
Boy's Basketball	67	68%	12	12%	20	20%	99
Girl's Basketball	53	78%	10	15%	5	7%	68
Youth Softball	59	71%	14	17%	10	12%	83
Crown City Little League	162	64%	40	16%	53	21%	255
Babe Ruth Baseball	27	79%	1	3%	6	18%	34
Tennis Lessons	14	78%	3	17%	1	6%	18
Summer Playground	180	85%	17	8%	14	7%	211
Boys ULA Lacrosse	42	37%	15	13%	58	50%	115
Girls ULA Lacrosse	18	34%	7	13%	28	53%	53
Wrestling	27	66%	8	20%	6	15%	41
Fun for Tots	12	44%	8	30%	7	26%	27
GED	22	55%	5	13%	13	33%	40
TAP	73	84%	11	13%	3	3%	87
Spelling Bee	21	48%	3	7%	20	45%	44
Indoor Lacrosse	28	37%	12	16%	36	47%	76
Ski Club	16	80%		0%	4	20%	20
Fishing Derby	28	46%		0%	33	54%	61
TOTAL	1098	64%	222	13%	390	23%	1710

For 2012 the City has budgeted revenue of \$25,000 from registration and \$204,008 for direct operational costs youth oriented programs and \$179,000 is budgeted for administration of the Youth Bureau of which 60% is devoted to the above youth programs. Of this net cost of \$290,000 (\$204,008 - \$25,000 + (\$179,000 * 60%)) Cortlandville’s contribution amounts to 27 percent. Residents of municipalities other than Cortlandville pay a participate fee.

AGREEMENT

This agreement made the ___ day of February, 2012, by and between the City of Cortland, a Municipal Corporation with a principal place of business located at 25 Court Street, Cortland, New York, hereafter referred to as the "City" and the Town of Cortlandville, a municipal corporation with a principal place of business located at 15 Terrace Road, in the Town of Cortlandville, County of Cortland, and State of New York; hereafter referred to as the "Town".

WHEREAS, the City maintains, through its Cortland Youth Bureau, facilities and personnel for Recreation, Youth Services/Counseling and parks; and

WHEREAS, the Town desires to provide for its residents facilities and personnel for Recreation, Youth Services/Counseling and parks;

In consideration of the mutual covenants herein expressed, the parties agree as follows:

I. Use of Facilities, Services and Personnel

The City will make available, at such time and for such duration as determined by the Cortland Youth Bureau, facilities, Youth Services/Counseling and parks for the residents of the Town.

II. Payment

In consideration of said facilities, Youth Services/Counseling and parks, the Town agrees to pay the City the amount of Eighty Thousand Dollars and 00/100 (\$80,000.00) for use of said facilities, Youth Services/Counseling and parks, during the 2011 calendar year.

III. Indemnification

The Town agrees to indemnify and save harmless the City from any liability or damages the City may suffer as a result of claims, demands, costs, or judgments against the City arising out of an intentional or negligent act committed by the Town and/or the Town residents during the use of said facilities, Youth Services/Counseling and parks.

IV. Duration of Agreement

This agreement will commence February 1, 2012, and terminate as of December 31, 2012.

V. Facility Management

The City shall provide, through its Youth Bureau, management services for the daily operation on behalf of the Town and City. The City shall provide the following services:

- Maintain a written reservation and scheduling system.
- Require and maintain Certificates of Insurance from groups using facilities.
- Report all maintenance issues to the Town Highway Superintendent.
- Promote use of the Ted Testa Citizens Park and Blodgett Mills Park and provide program information in the Cortland Youth Bureau brochure.
- Provide staff to manage field reservation and inquiries.
- Provide Park Patrol service and patrol car from May 1st – September 1st from 6:00 P.M. seven days a week at all three Cortlandville parks.
- Provide certified pesticide applicator to spray as needed at Cortlandville parks.

V. Entire Agreement

This agreement contains the entire agreement between the parties representing the matters involved in this agreement. This agreement shall not be modified, except by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at the date first noted above.

City of Cortland

By: _____
Brian Tobin, Mayor

Town of Cortlandville

By: _____
Richard C. Tupper, Supervisor

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On this ___ day of February, 2012, before me, the undersigned Notary Public in and for said State, personally appeared Susan D. Feiszli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

On this ___ day of February, 2012, before me, the undersigned Notary Public in and for said State, personally appeared Richard C. Tupper, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public