

RESOLUTION NO. _____

July 20, 2021

**A RESOLUTION AUTHORIZING A CONTRACT WITH
BEAUTIFUL RACKET, LLC TO PROVIDE PROGRAMMING
FOR THE YOUTH DEPARTMENT'S SUMMER CAMP**

WHEREAS, the City of Hudson Youth Department has solicited proposals to provide programming at the Youth Department's summer camp; and

WHEREAS, Beautiful Racket, LLC has submitted a proposal to provide programming over the course of six weeks constituting "camp songs" and "Youth News" for a total cost of \$4,290 per the attached proposal; and

WHEREAS, funds for this programming are already budgeted in the Youth Department.

NOW THEREFORE BE IT RESOLVED, that Common Council hereby authorizes the Mayor to sign the attached contract with Beautiful Racket, LLC.

Introduced: _____

Seconded: _____

Approved:

Mayor Kamal Johnson

Beautiful Racket Summer 2021 Program Proposal

Objective

Over the course of 6 weeks Beautiful Racket will offer creative programming through the "Camp Songs" and "Youth News" programs to the Hudson Youth Department's Summer Camp.

Location

Oakdale

Date(s)

July 6 - August 13

Total of 40 hours of instruction

Program Cost

\$4,290

Payment Terms

Beautiful Racket, LLC will invoice The Hudson Youth Department at the beginning of the month for the previous month's services rendered.

Final Product

Over the course of the 6 week program the instructors will develop and provide to the youth center a final product of a Camp Songbook and video content via the Youth News program. Any other terms of the agreement between Hudson Dept. of Youth and Beautiful Racket are outlined in the Independent Contractor Agreement.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into and effective as of July 2, 2021 by and between City of Hudson ("City"), municipality located at 520 Warren Street, Hudson NY 12534, and Beautiful Racket, LLC ("Independent Contractor") maintain a business address of 471 Joslen Blvd, Hudson, NY 12534. Collectively, City and Independent Contractor are referred to as the "Parties."

RECITALS

WHEREAS, the City hereby seeks to obtain Independent Contractor to perform a specified service for the benefit of the City; and

WHEREAS, Independent Contractor has its own established business and seeks to perform specified services for the City; and

WHEREAS, the City enters into this Agreement based upon Independent Contractor representations; and

NOW WHEREFORE, the Parties agree as follows:

ARTICLE 1 **GENERAL RECITALS**

- 1.1 The parties agree that Independent Contractor is an independent contractor and not an employee of the City.
- 1.2 The parties agree that as an Independent Contractor and not an employee of the City, the Independent Contractor shall provide the following specified service: _Per proposal from Beautiful Racket attached hereto as Exhibit A and incorporated herein.
- 1.3 Independent Contractor agrees that it intends to provide the specified services identified in Section 1.2 in the following manner: 40 hours of instruction over 6 weeks between July 6, 2021 and August 13, 2021.
- 1.4 The parties agree that the Independent Contractor has know-how and expertise to perform the duties set forth in Section 1.2.
- 1.5 In accepting this Contract, Independent Contractor acknowledges that the City could have utilized the services of potentially other independent contractors, but chose Independent Contractor based upon its rates and ability to deliver the specified service in a workmanlike manner.

ARTICLE 2

COMPENSATION

- 2.1 **Compensation.** The City agrees to pay Independent Contractor a total of \$4,290.00 for the performance of the specified services set forth in Section 1.2.
- 2.2 Independent Contractor acknowledges that a detailed bill must be submitted to the City as well as complete any required vouching information.

ARTICLE 3

REPRESENTATIONS

- 3.1 Independent Contractor hereby warrants and represents the following to the City.
- 3.1.1 Independent Contractor shall be fully responsible for any federal, state and local taxes, including, but not limited to, self-employment taxes, including Social Security and Medicare contributions and income taxes, and any interest or penalties related thereto.
- 3.1.2 Independent Contractor understands that the City shall withhold no taxes whatsoever from moneys paid to the Independent Contractor.
- 3.1.3 Independent Contractor shall not represent itself or its organization as having any employment relationship to City.
- 3.1.4 Independent Contractor shall not have, nor shall it hold itself out as having, the power to make contracts in the name of or binding on, nor shall it have the power to pledge credit or extend credit in the name of City.
- 3.1.5 Independent Contractor agrees that it shall not use the City in its advertising, website, or any promotional information with the prior, express, written authorization of the City.
- 3.1.6 Independent Contractor shall maintain appropriate liability, worker's compensation and unemployment insurance.
- 3.1.7 Independent Contractor shall be solely responsible for any and all costs, wages, benefits or expenses associated with any of its employees that may be performing services for the City.
- 3.1.8 Independent Contractor shall be solely responsible for all costs and materials associated with the specified work identified in Section 1.2 except as otherwise identified therein.
- 3.1.9 Independent Contractor warrants and represents that it is a going concern providing services to other entities and that the pricing that has been provided to the City for the services performed is competitive with those services otherwise provided to other members of the general public.

3.1.10 Independent Contractor shall maintain any required licenses, permits, approvals or authorizations required by any governmental authority to provide its services throughout the term of this Agreement.

3.1.11 Independent Contractor shall notify the City within five (5) business days upon learning of any information that has or may render any of the above representations or warranties inaccurate.

ARTICLE 4 **INSURANCE AND INDEMNIFICATION**

4.1 Independent Contractor shall defend, indemnify and hold harmless City for any claims, damages, demands, actions, judgments, lawsuits, proceedings, assessments, liabilities, losses, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses), arising out Independent Contractor's performance of its duties or any breach of Independent Contractor's representations set forth in Article 3.

ARTICLE 5 **POLICY**

- 5.1 To the extent that Independent Contractor has access to any information that shall not be otherwise disclosed under law it shall remain confidential and not secreted and secured by Independent Contractor.
- 5.2 Independent Contractor shall not disclose to the extent exposed to same any information that should be secured by law to any third parties without the expressed, written consent of the City.
- 5.3 Independent Contractor agrees to be bound by City policies as it relates to its interaction with staff and public while performing Independent Contractor duties.

ARTICLE 6 **TERM AND TERMINATION**

- 6.1 Term. The term of this agreement shall be the date of this Agreement until August 13, 2021 (Attach any contractual proposal).
- 6.2 Termination.

6.2.1 Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

6.2.2 The City may immediately terminate this Agreement for cause, as reasonably determined by the City.

ARTICLE 7
APPLICABILITY

- 7.1 No failure or delay on the part of either party in exercising any right under this Agreement shall operate as a waiver or preclude any other or further exercise thereof or the exercise of any other right.
- 7.2 Governing Law; Jurisdiction; and Venue. The parties hereby irrevocably submit and consent to the exclusive jurisdiction of the state and federal courts located in the State of New York with respect to any action or proceeding arising out of or related to this Agreement. Venue shall be in either Columbia County Supreme Court or U.S. District Court for the Northern District of New York.
- 7.3 Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written.
- 7.4 Notices. Any notice with respect to this Agreement shall be deemed delivered upon delivery to an overnight delivery service, so long as simultaneous therewith it is also sent via electronic mail.
- 7.5 Severability. To the extent any portion of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision of this Agreement shall be unaffected and shall continue in full force and effect.
- 7.6 Assignment. Independent Contractor shall not assign its rights or interests under this Agreement without the written consent of the City. Unless specifically stated to the contrary in any written assignment, no assignment will release or discharge the Independent Contractor from any duty or responsibility under this Agreement.

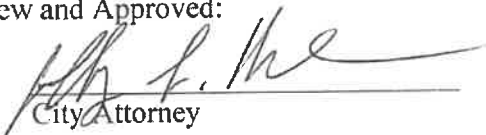
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year written above.

City of Hudson

By: _____
Mayor of the City

By: _____
Beautiful Racket, LLC
Independent Contractor

Review and Approved:

By:  _____
City Attorney

Board Resolution: Required X
 Not Required _____