

Saratoga Springs Recreation Department
Flag Football Agreement 2015

- I. The City of Saratoga Springs Recreation Department hereinafter "City" will work with the Saratoga Springs Pop Warner, hereinafter "Organization" in a co-sponsorship effort for the City's Flag Football Program
- II. The City of Saratoga Springs and the Organization will split revenue 50/50. The revenue received will be utilized as a credit towards the Organization's 2015 Field Fees. Any credit balance at the end 2015 fiscal year will be paid directly to the Organization.
- III. The City of Saratoga Springs will take registration at the City's Indoor Recreation Center.
- IV. The City of Saratoga Springs will publicize the information in their marketing materials, and on the City's Website.
- V. The City of Saratoga Springs will provide the facilities at the East or West Side Recreation Field, at such times as agreed between the parties as outlined within this agreement.
- VI. The Organization will provide all Staff for the Flag Football Program.
- VII. The per child clinic Fee will be \$50 for City and school district residents and \$70 for non school district residents.
- VIII. The Organization will provide clinic shirts with the City & the Saratoga Organization (wording or logo) to each participant.
- IX. The Saratoga Organization will promote the Flag Football Prog.on their website and in their promotional materials.
- X. The Tentative Dates, subject to agreement. The Program will run July 7 through August 2 on Wednesdays and Sundays from 6-7:00pm.
- XI. The Parties hereby covenant and agree to defend, indemnify and hold harmless the other Party and the Saratoga Springs School District, its officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of their negligence under this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, including all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of the negligence of their own activities.
- XII. Each participant for this program shall execute a hold harmless/indemnification participant agreement holding the City of Saratoga Springs, the Saratoga Springs School District and the Organization harmless for participation in this scheduled activity. The City shall maintain the executed Participant Agreements and provide them to the Organization upon reasonable request.
- XIII. **Enforceability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
- XIV. **Notices:** Any notices sent to the City under this Agreement will be effective five (5) days after the postmarked date of mailing by certified mail, return receipt requested: City of Saratoga Springs, City Attorney, 474 Broadway, Saratoga Springs, NY 12866
- XV. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Organization shall procure and maintain during the term of this contract, at the Organization's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Organization shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Organization. Every required coverage type shall be "occurrence basis". The Office of Risk &

Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Organization fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract. The City of Saratoga Springs requires the Organization name the City as a Certificate Holder with the required policy endorsement for **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (**City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage**); **Commercial Automobile Insurance: One Million Dollars Combined Single Limit; Excess Insurance: Five Million Dollars per Occurrence; and NYS Statutory Workers Compensation Insurance and/or a waiver of same.** It shall be an affirmative obligation of the Organization to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Organization acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Organization is to provide the City with a Certificate of Insurance and the required endorsements naming the City and the Saratoga Springs School District as **Additional Insured on a primary and non-contributory basis prior** to the commencement of the program or use of City property. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality or the Saratoga Springs School District.

Sole Agreement: This Agreement is the only agreement between the parties and is in lieu of any and all previous understandings, representations or agreements, whether oral or written. This Agreement may be modified only by a writing signed by both parties.

Governing Law: This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by the Organization. The Organization agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract. The City and the Organization hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of New York.

Assignment: This Agreement cannot be assigned by the Organization without the express written consent of the City.

Termination: Either party may terminate this Agreement for any reason upon giving thirty (30) days' advanced written notice to the other party. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Organization of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.



Signature of Representative

4/3/15

Date

Thomas T DARDIS

Printed Name

Saratoga Springs PoP Warner

Organization

President@SSPW.net

E-Mail

518-538-1366

Phone Number

Mayor's Signature

Date

City Council Approval Date
Mayor's Office
474 Broadway
Saratoga springs, NY 12866