

Attachment "A" to Regular Agenda Items

AGREEMENT made this *1st* day of *August*, 2016, by and between the Town of LYSANDER PARKS AND RECREATION DEPARTMENT, 8220 Loop Rd., Baldwinsville, New York (hereinafter referred to as the "Town"), and BALDWINSVILLE POP WARNER FOOTBALL ASSOCIATION. Baldwinsville, New York (hereinafter referred to as "Pop Warner").

WITNESSETH:

1. In consideration for Pop Warner's construction of the football field located in the Lysander Town Park, the Town agreed for the years 1985 through 1996, to permit Pop Warner priority to use said football field, without charge for Pop Warner home football games on Saturdays and Sundays during September, October and November of each year. By this agreement, Pop Warner is granted an extension of the original contract through and including 2017 – subject to the execution of an annual agreement, and substantial compliance by Pop Warner with the terms of each annual agreement. This agreement allows use of the Football Field by Pop Warner 3 days per week (as specified) for games during the months of September and October. Any practices or games in November must be scheduled with the Parks and Recreation office and will be subject to staffing fees based on park hours. In 2016 there will be a seasonal field use fee of \$150 for game days. The fee will be as per the fee schedule approved by the Lysander Town Board. Pop Warner understands that except for Pop Warner games and practices as scheduled, the football field shall be open to the public as a part of and in accordance with the rules and regulations of the Lysander Town Park. Furthermore, the Town reserves the right to utilize the said football field at any time during the Pop Warner Football season, in the event an unanticipated need arises. Any change in field use will be scheduled in advance of the season. This agreement may be renewed with the consent of both parties.
2. Both parties understand and agree that the Scoreboard installed in 1999 is owned by Pop Warner and may be removed if and when Pop Warner no longer utilizes the Town of Lysander Field.
3. Furthermore both parties agree to the following operational policies.
4. This agreement shall be in effect for the calendar year 2016.

THE TOWN OF LYSANDER AGREES TO:

1. Provide use of the football field and the other designated areas for Pop Warner Football games and practices as designated.
2. Mow the playing fields.
3. Provide a park employee to be on duty during all scheduled usage.
5. Provide a second employee for Friday & Saturday evenings (*if a multiple game day*) with expenses to be paid by Pop Warner Football.
5. Provide a parking space in the parking lot for both the first aid person and the concession person.
6. Use the attached checklist as a means of verifying park condition after Pop Warner use.

THE BALDWINVILLE POP WARNER FOOTBALL ORGANIZATION AGREES TO:

1. Utilize the designated areas on the attached map for football practice and games.
2. Games are authorized for Friday nights, Saturday and Sunday. Practices are authorized for Monday – Thursday evenings. Any hours beyond what would be our typical closing time will be charged at the overtime rate listed under number 18.
3. Abide by all park rules (as attached) with the No Dogs, No Alcoholic Beverages & No Smoking rules being stressed. Should there be a problem that cannot be resolved, all games will be stopped until the situation is taken care of. (All visiting teams should be informed of the rules).
4. Provide a game schedule as soon as possible so park personnel can make arrangements to staff the park. If any changes need to be made or additional time is requested, it must be cleared by the Director so as not to conflict with any other activities at the park.

Note: No games are to be scheduled to start after 6:30 p.m.

Effective 11/1/16 the Park hours will be 9:00 - 4:30 p.m. (Monday - Sunday) and after November 1st, the park will not be staffed on weekends. It is important to pre-arrange staffing for evenings and weekends based on the above dates if a game, practice or equipment return is to be scheduled.

5. Provide at Pop Warner's cost, one porta-john during the season, with the location of placing to be determined by the Lysander park staff. Notify the park staff of delivery and pick-up dates, as well as scheduled cleaning day.
6. Understand that all football players, coaches & referees (with cleats) use the porta-john. Public restrooms will be available for parents/park participants until 15 minutes prior to closing time. Periodic checking by Pop Warner Staff along with park staff is necessary to ensure safe, clean conditions.
7. Provide at least one person to assist participants in parking cars during busy game days. This will be determined after schedule is received. (The attendant should be at least 16 Years of age.)
8. The walkway leading to the field CANNOT be used as a highway. The person operating the concession stand will be allowed to drive up and unload supplies and then take car back to the parking lot (Please stop & inform staff). All other cars will be banned from the walkway (for emergency vehicle access and safety.) ***No cars are allowed behind storage building/announcer's booth.***
9. Provide at Pop Warner's cost a dumpster large enough for its trash and make arrangements for it's dumping. Location for the dumpster will be determined by the park staff. Will notify park staff of delivery and pick-up dates as well as scheduled day for dumping.
10. Provide a concession stand and agree to pick up trash on the grounds generated by the sales at the stand and by spectators. placing in appropriate receptacles. These receptacles must be emptied daily. Understand that **No** gum or small wrapper type candy should be sold on the premises. Also understand that **No** styrofoam cups should be used at the stand.
11. Operate a "Pop Shop" if desired on Park grounds. Location and housing to be approved by Park Director.
12. Provide a person who will remain on the park grounds as long as any participant is present.
13. Use the attached checklist as a means of verifying park condition after Pop Warner use.
14. No FOOTBALL will be allowed on the infield of the softball fields.

15. Understand that on cold and/or rainy nights, the park closes early and coaches should make every attempt to vacate the park as soon as possible.
16. Maintain an Equipment Insurance Policy and a policy of Public Liability Insurance including contractual liability insurance, with a combined single limit of liability for property damage and bodily injury/death not less than \$1,000,000; the Town of Lysander shall be named as an additional insured on the Baldwinsville Pop Warner liability policy of insurance and a certificate of insurance shall be provided to the Town, Pop Warner agrees to supply a copy of the actual insurance policy on request.

The Public Liability insurance to be provided by Baldwinsville Pop Warner for the Town under this paragraph 16 shall be primary to any other insurance the Town may have, for claims arising directly or indirectly out of Pop Warner's use of the Lysander Town Park.
17. Assume responsibility for the cost of lighting, electricity, bulb replacement and any necessary repairs to the football field.
18. Provide a security deposit of \$200.00 to the Town of Lysander at least one week prior to the start of the season. This will cover minor damage, overtime cost at **\$11.00*** per hour for any hours beyond regular park hours and excessive clean up. All unused monies will be returned at completion of season. Baldwinsville Pop Warner leadership will be notified of all problems that result in use of security deposit funds.
20. Notify the parks & recreation office if a game is cancelled. Coach must be present to notify participants who may not have heard cancellation.
21. Understand that any and all work to be done on the park premises must be approved by the Director BEFORE the work is to start. As well, the director is to be notified when the work will be done.
22. Indemnify, defend and hold harmless the Town of Lysander, its officers, agents or employees', to the fullest extent permitted by law, from and against any and all claims, actions, claims of property damage, bodily injury or death resulting there from to any person arising directly or indirectly out of any of the uses of the Lysander Park by Baldwinsville Pop Warner contemplated by this agreement.
23. Understand that any breach of the agreement may result in one-week expulsion from the park and could possibly result in suspension of all park privileges.
24. Understand that all attachments are part of the agreement.

BALDWINSVILLE POP WARNER FOOTBALL ASSOCIATION

By: _____

PRESIDENT

TOWN OF LYSANDER

By: _____

SUPERVISOR

*May change proportionally as wages increase.