

**AGREEMENT REGARDING HOPE FOR HEATHER TEAL RIBBON RUN
THROUGH THE VILLAGE OF MINOA, NEW YORK**

THIS AGREEMENT (“Agreement”), relative to the planning and conducting the 11th Annual Teal Ribbon 5K Run and 3K Family Fun Walk (“Event”) within the corporate limits of the Village of Minoa, New York, is made and entered into as of **August __, 2019**, by and between the Village of Minoa, New York, a municipal corporation with offices located at 240 N. Main Street, Minoa, New York 13116 (“Village”), the Town of Manlius, New York, a municipal corporation with offices located at 301 Brooklea Drive, Fayetteville, New York 13066 (“Town”), and Hope For Heather, a not-for-profit corporation with a mailing address of P.O. Box 2208, Liverpool, New York 13089 (“Sponsor”).

WITNESSETH:

WHEREAS, Sponsor is a not-for-profit corporation in memory of Heather Weeks, an advocate for women’s cancer committed to raising funds to help find a cure, and who lost her life to cancer at age twenty four (24); and

WHEREAS, Sponsor’s mission is to raise funds to support ovarian cancer research to promote education and awareness, and to help provide comfort to women and their families devastated by cancer;

WHEREAS, the Event is part of a series of events conducted by and/or on behalf of Sponsor to promote and fulfill its mission to end ovarian cancer as a life-threatening disease; and

WHEREAS, Sponsor is organizing, planning and conducting the Event the morning of **September 21, 2019**, at Lewis Park in the Village;

WHEREAS, Village and Town are ready, willing, and able to offer such access and/or assistance to Sponsor, as hereinafter described, in regard to the conduct of the Event; and

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village, Town, and Sponsor covenant, represent and undertake as follows:

ARTICLE I

- A.** The Event shall be conducted by the Sponsor on **September 21, 2019** between **8:30 a.m. and 12:00 p.m.**
- B. The Event is to generally be managed by Sponsor.
- C. The specific route for the Event shall be as agreed by Village and Sponsor, upon consultation with the Town of Manlius Police Department (“Manlius Police”).

- D. Sponsor shall be seeking the temporary closure or alteration of such streets, roads and routes within the municipal boundaries of Village to motor vehicle traffic prior to, and at the time of Event on **September 21, 2019** as agreed to by the parties.
- E. Sponsor is seeking law enforcement assistance from the Manlius Police with respect to pedestrian and traffic safety and direction.

ARTICLE II

- A. The designated (agreed to) streets/roads will be closed, from approximately 9:00 a.m. to 11:45 a.m. on the scheduled day of the Event (**September 21, 2019**), and shall be re-opened as soon as practicable thereafter, with some parts of the Event route opening prior to others.
- B. Village agrees to permit Sponsor use of Lewis Park and facilities located thereon from approximately 7:00 a.m. to 12:00p.m. on the scheduled day of the Event (**September 21, 2019**).
- C. Town agrees to provide through the Manlius Police the following, related to traffic safety and direction:
 - 1. Manlius Police shall provide a total of eight (8) police officers to Sponsor for the purpose of traffic control and general safety and to support the Event for the duration described at Article II(C)(2).
 - 2. Eight (8) police officers shall be on duty for approximately three hours (3) hours, at a per hour rate of Forty-seven and 00/100 Dollars (\$47.00).
 - 3. The above is a good faith estimate only. Thus if circumstances warrant any increased presence, Sponsor agrees to pay same as invoiced from Town based upon the per officer hourly rate set forth herein.
 - 4. Manlius Police may provide supplemental services through its Explorer Post volunteers, however the decision to utilize same (versus its police officers) shall be solely within Manlius Police discretion.
 - 5. Notwithstanding the foregoing provisions for dedicated police officers for the Event, the parties agree that no special duty is or shall be thereby created.
- D. Sponsor shall be responsible for any and all other costs and expenses related to the Event not specifically referenced in Article II above, including but not limited to: services, grounds, manpower, vehicles, or equipment needed to sufficiently accommodate the

requirements of the Event and to safely and effectively plan, organize, set-up, conduct and clean-up after the Event.

ARTICLE III

- A. Sponsor shall provide comprehensive general liability and related insurance coverages for property damage, bodily injury, as follows:
1. General Liability Coverage. A general liability for not less than \$1,000,000.00 Each Occurrence / \$2,000,000.00 Aggregate coverage for Bodily Injury and Property Damage; same to be extended-broad form coverage in nature.
 - a. Contractual Liability. All of the foregoing coverages shall include contractual liability coverage (with the same limits) for the indemnification, defense and hold harmless provisions under this Agreement.
 - b. Additional Insureds. The Village of Minoa, 240 North Main Street, Minoa, New York 13116 and the Town of Manlius, 301 Brooklea Drive, Fayetteville, New York 13066, shall be named additional insureds thereon.
 - c. Workmen's Compensation, Disability, Employers Liability. To the extent the event will include, either through the Sponsor organization or individual or third party vendor/contractors, the use of employees a separate certificate evidencing New York State Disability/Workmen's Compensation and employer's liability coverage in statutory amounts shall be provided.
- B. The foregoing coverages shall be evidenced by unconditional binders, endorsements or certificates accurately describing the coverages, insureds, additional insureds, date and specific place of event in form approved by the Village Attorney and Attorney for the Town not less than seven (7) days prior to the Event. The Village and/or Town reserve the right to request a letter from the agent, broker or carrier confirming that same complies with the requirements of this Agreement.
- C. The Village Board of Trustees of Village may (but is not obligated to) approve, by duly adopted resolution, and as permitted by its various carrier(s), an endorsement or additional policy coverage to the Village's own existing policies of insurance, where circumstances are such that insurance cannot, or cannot cost effectively, be provided by Sponsor. In such event the expense to Village in providing same shall be included in the fees charged to Sponsor.

ARTICLE IV

- A. Sponsor agrees to indemnify, defend and hold harmless Village and Town, its respective officers, agents and employees for and from any claims, suits, damages or liability made against or imposed upon Village or Town, its respective officers, agents and/or employees and the like arising from any and all acts or omissions, of Sponsor, its

contractors, vendors, agents, or any of their employees or subcontractors or any of their guests and/or invitees.

B. The foregoing shall survive termination/expiration of this Agreement.

ARTICLE V

- A. In accordance with the provisions of section 109 of the General Municipal Law, Sponsor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of Village and Town. Any attempts to assign the contract without the Village and Town's written consent are null and void.
- B. 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 Agreement shall be physically amended forthwith or shall otherwise be deemed to make such insertion.
- C. This Agreement and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.
- D. The Mayor has executed this agreement pursuant to a Resolution adopted by the Village Board of Trustees, at a meeting thereof held on **August _____, 2019**. William F. Brazill, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk.
- E. The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on _____, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.
- F. This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Town of Manlius has caused its corporate seal to be affixed hereto and these presents to be signed by _____ its Supervisor, duly

authorized to do so, and to be attested to by _____, Town Clerk; the Village of Minoa has caused its corporate seal to be affixed hereto and these presents to be signed by **William F. Brazill** its Mayor, duly authorized to do so, and to be attested to by Lisa DeVona, Village Clerk, and the Hope For Heather has caused its corporate seal to be affixed hereto and these presents to be signed by its _____, the day and year first above written.

TOWN OF MANLIUS

Attest:

By: _____
Edmond J. Theobald, Supervisor

By: _____

VILLAGE OF MINOA

Attest:

By: _____
William F. Brazill, Mayor

By: _____

HOPE FOR HEATHER

Attest:

By: _____
Name: Gary Weeks
Title: Treasurer

By: _____