



TOWN OF WEST SENECA

LAUREN J. MASSET
RECREATION SUPERVISOR

TOWN SUPERVISOR
GARY DICKSON
TOWN COUNCIL
WILLIAM HANLEY
WILLIAM BAUER
JOSEPH CANTAFIO
JEFFREY PIEKAREC

TO: Honorable Town Board / Town of West Seneca

FROM: Lauren J. Masset
Recreation Supervisor

DATE: June 30, 2020

RE: Little Loop Agreement 2020

Please allow the Supervisor to execute the necessary documents to enter into an agreement with West Seneca Little Loop Football PO Box 306, West Seneca, NY, 14224.

Please note this contingent upon items 14c and 14d being submitted before any use is permitted (games, practices, scrimmages, training, or any similar type of activity).

6/24/2020

AGREEMENT
between
TOWN OF WEST SENECA
and
WEST SENECA LITTLE LOOP FOOTBALL

This Agreement is by and between the Town of West Seneca, a New York State Municipal Corporation with offices located at 1250 Union Road, West Seneca, New York (the "Town") and West Seneca Little Loop Football, Inc. (the "WSSLF") with offices located at 15 West Rouen Drive, Cheektowaga, New York 14227 (collectively, the "Parties").

WITNESSETH

WHEREAS, WSSLF is a youth football and cheerleading organization that has been providing recreation opportunities to youth residents since 1961; and

WHEREAS, the Town and Little Loop have maintained a longstanding relationship whereby the Town licenses real property to Little Loop for use as practice and game fields; and,

WHEREAS, the Town has historically reimbursed Little Loop for the cost of officiating its games; and,

WHEREAS, WSSLF uses professional officials from Western New York Officials Association to officiate Little Loop football games in its town-wide league.

NOW THEREFORE, and in mutual consideration thereof, the Parties hereby agree as follows:

1. Subject to the conditions, obligations and terms of this Agreement, including the Facilities Usage Rules and Regulations, set forth and attached hereto as EXHIBIT A, the Town grants the Licensee and the Licensee's Permitted Users a non-exclusive license (the "License") to use the facilities set forth and described within the hereto attached EXHIBIT B (the "Facilities"). By executing this Agreement, Licensee acknowledges and affirms it has reviewed and understands it shall be obligated to follow the Facilities Usage Rules and Regulations. Such use shall be solely for the Permitted Use as set forth below.

2. The License shall be the Permitted Use and the Permitted Use Dates as set forth and attached hereto as EXHIBIT C. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion.

3. No user fee will be charged to WSSLF by the Town in connection with this Agreement. The Town will continue to maintain the practice field and stripe the

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playing field. WSLLF will continue to maintain the playing field, with the exception of striping, and maintain the cleaning of the restrooms.

4. The term of this Agreement shall be for the 2020 football season, which runs from August 2020 through November 2020, unless terminated earlier in writing as provided by the Agreement.

5. The Licensee designates the individual named below (the "Licensee Representative") as the Licensee's authorized representative with whom the Town will work to facilitate the Permitted Use of the Facilities. The Town shall have the absolute right to rely upon representations and warranties made by the Licensee Representative purportedly on behalf of the Licensee.

Licensee Representative:

Name and Title: Jason Cacciotti
Address: 15 West Rouen Drive
Cheektowaga, New York 14227
Phone: (716) 984-0845
Email: cacciottijason@yahoo.com

6. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement on the basis of any termination right set forth anywhere in this Agreement, including but not limited to any violation of the Facilities Usage Rules and Regulations.

7. The Licensee will only engage in Permitted Uses, all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.

8. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

9. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained by the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

10. WSLLF further agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, including whether sustained

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while in transit to or from games, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's negligence. WSLLF will maintain, or cause to be maintained for the full duration of WSLLF's use of the Town's Facilities, in full force and effect, at their sole expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least three million dollars (\$3,000,000.00) in the aggregate, naming the Town as an additional insured. If the Certificates of Insurance, demonstrating insurance coverage required by this Section are not received by the Town prior August 1, 2020, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement. Any Certificates of Insurance must list the Town of West Seneca 1250 Union Road West Seneca, NY 14224.

11. WSLLF hereby agrees to be solely responsible for arranging with WNYOA to furnish WSLLF with officials for the games. Said officials shall be members of WNYOA, over eighteen (18) years of age, and residents of the Town where such persons are available.

12. The Town hereby agrees to reimburse WSLLF for the expense of officiating the lightweight and heavyweight divisions by WNYOA in an amount not to exceed Four Thousand Dollars and 00/100 (\$4,000.00) per year.

13. Payment shall be made on an annual basis and conditioned upon receipt of a voucher setting forth: dates, games, and the respective fee charged for each game. Said voucher shall be submitted to the Town of West Seneca, Recreation Department no later than December 1, 2020. Failure to submit the voucher by the deadline may result in WNYOA not being reimbursed as outlined in Section 4 above. The voucher should be submitted via e-mail to the following individuals:

Recreation Director, Lauren Masset	lmasset@twsny.org
Director of Finance, Megan Wnek	mwnek@twsny.org
Supervisor, Gary Dickson	gdickson@twsny.org
Councilman, William Hanley	whanley@twsny.org

14. At the time of the signing of this Agreement, the Parties acknowledge that there is a COVID-19 public health emergency and that WSLLF, including its owners/operators/employees/players/spectators, must take precautions to help protect against the spread of COVID-19.

a. WSLLF will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of WSLLF to be abreast of any changes to aforementioned guidelines and rules.

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b. WSLLF recognizes that, at the time this Agreement was signed, the sport of football has been deemed a higher risk sport by New York State Department of Health, meaning that according to the guidelines at the time of signing that, beginning July 6, 2020, football may only function individually, by distanced group training, and organized no/low-contact group training.

c. WSLLF must sign the affirmation regarding Interim Guidance for Sports and Recreation provided by New York State affirming they have read and understand their obligation to operate in accordance with the guidance and provide proof of the signing of the affirmation to the Town prior to use of the Town's property. The affirmation may be found at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

d. The Licensee is solely responsible for the preparation of their written safety plan as required by New York State Department of Health. Said written safety plan shall be submitted to the Town with the return of this executed Agreement.

e. It is the sole responsibility of WSLLF to enforce the guidelines set forth by the New York State Department of Health. Such failure to adhere to or enforce the guidelines may lead to police intervention and possible charges for those individuals not following the guidelines pursuant to the Governor's Executive Order 202 and New York State Public Health Law Section 12-b.

f. In the event WSLLF fails to remain compliant with provisions of Paragraph 14 of this Agreement, the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities.

15. WSLLF, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. WSLLF hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. WSLLF understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions.

17. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in full force and effect. This Agreement sets

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forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this instrument on the ____ day of June _____, 2020.

TOWN OF WEST SENECA

By: _____

Title: Supervisor

WEST SENECA LITTLE
LOOP FOOTBALL

By: *John. Cantello*

Title: Pres. Don T

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EXHIBIT A - Facilities Usage Rules and Regulations

1. If the Town cancels events, games, gatherings or other scheduled activities due to weather or any other conditions, Licensee is prohibited from using the facilities. If Licensee cancels any scheduled use or will not be using the scheduled facility use, the Town must be notified in advance. The Town will, at the request of the Licensee, make a good faith effort to reschedule any uses canceled by the Town due to weather.
2. Licensee is responsible for keeping the Town property free and clear of debris and garbage.
3. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
4. There is no smoking of any kind permitted inside any Town facility.
5. Failure of Licensee to abide by the terms of this Agreement may result in cancellation of this License by the Town.
6. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
7. Parking spots cannot be reserved for any Town facility.
8. The Town reserves the right to cancel any scheduled use at any time, with no notice.
9. At all times during the event, all driveways to the field area shall be accessible to all ambulances and other emergency vehicles to ensure the safety of everyone at the event. It is the responsibility of the Licensee to have their own staff/volunteer coordinate keeping this driveway accessible to emergency vehicles at all times during the event.
10. Failure to abide by this Agreement and work in harmony with the Town of West Seneca could result in termination of this Agreement.

EXHIBIT B - (the "Facilities") – Use

Football Fields – In addition to the facility used, Licensees and participants shall receive use of bathroom facilities, and walking path, if applicable.

EXHIBIT C - Permitted Use and the Permitted Use Dates

Football during 2020 football season

EXHIBIT D – INSURANCE CERTIFICATE(S)

See attached insurance certificate(s).



WESTSEN-01

RCROOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Terry L. Green & Associates, Inc. 3100 Five Forks Trickum Road Suite 101 Lilburn, GA 30047	CONTACT NAME: Rhonda Crook	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AEGIS SECURITY INSURANCE COMPANY		33898
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
West Seneca Little Loop
P.O. Box 306
West Seneca, NY 14224

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ABUSE/MOLESTATION <input checked="" type="checkbox"/> \$1M OCC/\$2M AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	ESL1 10233	7/28/2019	7/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PARTICIPANTS \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ESL1 10233	7/28/2019	7/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided under this policy for sponsored and supervised activities of the named insured for which a premium has been paid.
Youth Tackle Football & Cheer
The Certificate Holder is an additional insured with respect to the operations of the named insured

CERTIFICATE HOLDER

CANCELLATION

Town of West Seneca
1250 Union Rd.
West Seneca, NY 14224

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE