

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: January 21, 2026

Presenter's Name and Title: Clarence Williams, Athletic Program Manager, Parks & Recreation Department

Prepared By: Jazmine Hall, Parks Operations & Logistics Coordinator

Temp. Reso. Number: 8578

Item Description: Temp. Reso. #R8578 AUTHORIZING THE CITY MANAGER TO EXECUTE A RECREATIONAL AGREEMENT WITH TOTAL ENERGY SYSTEM TRAINING CENTER, L.L.C. D/B/A TEST FOOTBALL ACADEMY FOR THE 2026 FISCAL YEAR. *(Parks & Recreation Athletic Program Manager Clarence Williams)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Agreement to be signed on dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: The City projects to receive a minimum of \$5,350 which will be deposited into Athletics Contracted Program Account, #001-60-602-000-000-347260.


Content:

- Agenda Item Memo from the City Manager to the City Commission
- Resolution TR8578
 - Exhibit A:
 - Total Energy System Training Center, LLC D/B/A Test Football Academy – Recreational Agreement



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Billy Neal, Director of Parks & Recreation

DATE: January 15, 2026

RE: Temp. Reso. No. 8578 authorizing the City Manager to execute a Recreational Agreement with Total Energy System Training Center, L.L.C. d/b/a Test Football Academy for the 2026 Fiscal Year

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R8578 authorizing the City Manager to execute a Recreational Agreement with Total Energy System Training Center, LLC D/B/A Test Football Academy ("Test Football") for the 2026 Fiscal Year.

ISSUE: The City Manager seeks authorization from City Commission to execute a Recreational Agreement with Test Football to provide elite-level sports training.

BACKGROUND: Test Football has been contracted with the City of Miramar since 2021, consistently providing a high-caliber training environment to support athletic development and community partnerships. Through its structured and data-informed training model, the program enhances key performance metrics, including speed, agility, strength, explosiveness, and overall athletic efficiency, essential for success at the professional evaluation level.

Test Football's NFL Combine Training Program is a top, science-driven athletic development program for top football prospects facing the NFL Scouting Combine and collegiate Pro Day. The program maximizes each athlete's physical potential and competitive readiness by drawing on decades of experience in sports performance, biomechanics, strength and conditioning, and position-specific coaching. The NFL Combine Training Program draws college hopefuls and young players looking to improve. Individualized performance plans, sport-specific routines, recovery strategies, and mental preparation are used to achieve professional football assessment standards. Test Football is known for generating athletes who can handle NFL evaluators' scrutiny by integrating evidence-based methodologies with hands-on instruction.

DISCUSSION: Test Football will provide services at the Ansin Sports Complex from January through April for a three-year term. The annual payment is \$5,350.00.

ANALYSIS: The City expects to receive a minimum of \$5,350 from Test Football, which will be deposited into the Athletics Contracted Program Account, #001-60-602-000-000-347260.

Temp. Reso. No. 8578
12/1/25
1/13/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RECREATIONAL AGREEMENT WITH TOTAL ENERGY SYSTEM TRAINING CENTER, L.L.C. D/B/A TEST FOOTBALL ACADEMY FOR THE 2026 FISCAL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Total Energy System Training Center, LLC d/b/a Test Football Academy (“Test Football”) has been contracted with the City of Miramar since 2021, consistently providing a high-caliber training environment to support athletic development and community partnerships; and

WHEREAS, the program enhances key performance metrics, including speed, agility, strength, explosiveness, and overall athletic efficiency, essential for success at the professional evaluation level; and

WHEREAS, Test Football's NFL Combine Training Program is a top, science-driven athletic development program for top football prospects facing the NFL Scouting Combine and collegiate Pro Day; and

WHEREAS, the ongoing partnership with Test Football demonstrates mutual support for athletic excellence and community growth; and

WHEREAS, the City Manager recommends authorizing the execution of a Recreational Agreement with Test Football for the 2026 Fiscal Year; and

Reso. No. _____

Temp. Reso. No. 8578
12/1/25
1/13/26

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar authorizing the City Manager to execute a Recreational Agreement with Test Football for the Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it is authorizing the City Manager to execute a Recreational Agreement with Test Football for the 2026 Fiscal Year attached hereto as Exhibit “A” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8578
12/1/25
1/13/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted

TR8578 EXHIBIT A

AGREEMENT

BETWEEN

CITY OF MIRAMAR

AND

**TOTAL ENERGY SYSTEM TRAINING CENTER, LLC D/B/A TEST FOOTBALL
ACADEMY**

FOR

RECREATIONAL/INSTRUCTIONAL SERVICES

AGREEMENT
BETWEEN
CITY OF MIRAMAR
AND
TOTAL ENERGY SYSTEM TRAINING CENTER, LLC D/B/A TEST FOOTBALL
ACADEMY
FOR
RECREATIONAL/INSTRUCTIONAL SERVICES

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 20____ BY AND BETWEEN THE CITY OF MIRAMAR, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS CITY,

AND

TOTAL ENERGY SYSTEM TRAINING CENTER, LLC D/B/A TEST FOOTBALL
ACADEMY

(HEREINAFTER REFERRED TO AS CONTRACTOR)

WHEREAS, the CITY desires to make Recreational/Instructional Services available;
and

WHEREAS, the CONTRACTOR is an s Kevin Dunn, an instructor doing business as Test Football Academy who desires to furnish such recreational/instructional services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments, hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:

ARTICLE 1
SCOPE OF SERVICES

The CONTRACTOR agrees to:

- 1.1 Furnish recreational/instructional services in the area of Test Football Academy - NFL Combine Prep.
- 1.2 Conduct a term of classes as outlined in the attached as **Exhibit 1.A**, which from time to time shall be updated and attached.
- 1.3 Conduct these classes in a careful and responsible manner with due regard for the safety of the participants and others.
- 1.4 Be solely responsible, at his or her own expenses, for obtaining needed supplies which are not available from the CITY'S Parks and Recreation Department.
- 1.5 Be solely responsible for securing the services of and compensating such assistants or other such personnel, as may be required to adequately and safely perform the recreational or instructional services herein provided.
- 1.6 Provide such services at the rate outlined in the attached document (**Exhibit 1.A**).

ARTICLE 2
COMPENSATION

- 2.1 The CONTRACTOR shall pay the CITY, \$1,337.50 annually, \$668.75 due on or before January 2nd and \$668.75 due on or before February 1st each year. Payments shall be made to the following:

Attention: City of Miramar Ansin Sports Complex
2300 Civic Center Place
Miramar, Florida 33025

- 2.2 Should CONTRACTOR fail to comply with this Article 2 without regard to other remedies available to the CITY for the CONTRACTOR's default, the CITY reserves the right to require the CONTRACTOR to pay to the CITY a late fee of 10 percent of the unpaid portion.

ARTICLE 3
TERM OF AGREEMENT

3. The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until September 30, 2028, unless terminated sooner as provided in article 4, with a three (3) year renewable option at the CITY and CONTRACTORS discretion. Provided that the CONTRACTOR shall provide to the CITY an updated Certificate of Insurance, as described in Article 7 of this agreement

and an updated screening and background check as described in section 8.3 of this agreement, at least 30 days prior to the expiration of the initial term. Renewal of this agreement beyond the initial term is the prerogative of both the CITY and the CONTRACTOR where both parties would need to agree to the renewable three (3) year term prior to the date that is 180 days from the end of the initial term. In the event both parties agree to exercise the option for a renewable three (3) year term, the CONTRACTOR will donate all equipment, **See Exhibit 1.A**, to the CITY that holds a purchase value of \$30,000.

ARTICLE 4

TERMINATION OF AGREEMENT

- 4.1 The performance of work or services under this Agreement may be terminated immediately upon written notice from the CITY when the CITY determines it is in its best interests for the CITY or for the convenience of the CITY.

ARTICLE 5

INDEPENDENT CONTRACTOR

5. CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees, agents, officials or subcontractors of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers, employees or agents of CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, worker's compensation and unemployment compensation coverage, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of CONTRACTOR. CONTRACTOR will have no rights under the CITY'S worker's compensation, insurance benefits or similar laws. The CITY shall neither have nor exercise any control or discretion over CONTRACTOR or the CONTRACTOR's employees, agents, officials or subcontractors. CONTRACTOR shall be responsible for establishing hours of instruction (in coordination with other activities of the CITY), and methods of rendering services.

ARTICLE 6

INDEMNIFICATION/HOLD HARMLESS CLAUSE

6. CONTRACTOR shall indemnify, defend and hold harmless CITY, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts of CONTRACTOR its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

ARTICLE 7

INSURANCE

7. For programs which are active in nature, which shall be determined in the sole and exclusive discretion of the CITY, CONTRACTOR shall maintain liability insurance in an amount acceptable to the CITY'S Risk Manager and naming the City of Miramar as an additional insured.

The following are required types and minimum limits of insurance coverage, which the CONTRACTOR will be required to maintain during the term of this agreement.

| <u>General Liability</u> | <u>Per Occurrence</u> | <u>Aggregate</u> |
|---|-----------------------|------------------|
| Comprehensive Premises-Operations Contractual Liability Personal Injury Participant Liability Broad Form Property Damage Independent Contractors Cross Liability and Severability of Interest Clause | \$1,000,000 | \$2,000,000 |

Workers' Compensation

Statutory Amount

Agreement shall not be deemed approved until the CONTRACTOR has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City of Miramar shall approve such certificates.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida. CONTRACTOR'S liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The CONTRACTOR'S liability insurance shall be primary to any liability insurance policies carried by the CITY. The CONTRACTOR shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused, until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

ARTICLE 8 **MISCELLANEOUS**

- 8.1 CONTRACTOR shall, without additional expense to the CITY, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the services specified herein. CONTRACTOR shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the CITY, and the public property of others. CONTRACTOR shall be responsible for all services performed until completion of this Agreement.
- 8.2 The CONTRACTOR shall not promote any privately owned business or studio in any CITY facility or solicit a participant in a CITY Community Services Department facility class for any privately owned business or studio. It is further understood that such action(s) may result in immediate termination of the agreement and the forfeiture of all compensation due to the CONTRACTOR for the remaining term of the Agreement.
- 8.3 Prior to the execution of this Agreement, the CONTRACTOR shall furnish the CITY with a copy of a screening and background check, including a criminal background check for CONTRACTOR and CONTRACTOR'S officials, agents, employees or subcontractors providing services under this Agreement. The CONTRACTOR shall be responsible for updating the CITY in writing with any additions and deletions of the individuals authorized to provide services under this Agreement. In the event that additional individuals are authorized to perform such services, the CONTRACTOR shall furnish the CITY with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the CITY'S complete and sole discretion as to whether the type of check and the results are acceptable.

ARTICLE 9

AUDIT AND INSPECTION RIGHTS

- 9.1 The CITY may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR which are related to CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.
- 9.2 The CITY may, at reasonable times during the term hereof, inspect CONTRACTOR'S facilities and perform such inspections, as the CITY deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the CITY all reasonable facilities and assistance to facilitate the performance of inspections by the CITY'S representatives.

ARTICLE 10

AMENDMENTS AND ASSIGNMENT

- 10.1 This Agreement constitutes the entire agreement between CONTRACTOR and CITY and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- 10.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 10.3 CONTRACTOR shall not transfer or assign the performance of services called for in the Agreement without the prior written consent of the CITY, which may be withheld or conditioned in the CITY'S sole discretion.

ARTICLE 11 **CONSENT TO JURISDICTION**

11. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this agreement. Venue of any action to enforce this agreement shall be in Broward County, Florida. This agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

ARTICLE 12 **NOTICES**

12. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Total Energy System Training Center, LLC D/B/A Test Football Academy
Kevin Dunn
1931 Washington Valley Rd.,
Martinsville, NJ 08836

With a copy to:

John L Sweeney
51 Dumont Pl.
Morristown, NJ 07960

FOR CITY:

Billy Neal
Parks & Recreation Director
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

With A Copy to:

Burnadette Norris-Week, Esquire
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts (NW 7th Ave)
Ft. Lauderdale, FL 33311

ARTICLE 13

NON-DISCRIMINATION

13. CONTRACTOR represents and warrants to the CITY that CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR'S performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. CONTRACTOR further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 14
PUBLIC RECORDS

14. Contractor shall comply with The Florida Public Records Act as follows:

- A.** Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
- B.** Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to CITY, at no cost to CITY, within seven days. All records stored electronically by Contractor shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

E. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ORGANIZATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

F. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 15

HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 16

SEVERABILITY

16. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 17

COSTS AND ATTORNEY'S FEES

17. If either CITY or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees

ARTICLE 18
FIRST AID TREATMENT INDEMNIFICATION

18. CONTRACTOR further releases the CITY, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of , or in any manner connected with, any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses, during participation in any activities, contemplated by this Agreement.

ARTICLE 19
NO AUTHORITY TO BIND

19. The CONTRACTOR shall have no authority to contract for or legally bind the CITY with respect to any matter, including, but not limited to the subject matter of this Agreement.

ARTICLE 20
SURVIVAL

20. All representations and other relevant provisions herein, including but not limited to the provisions set forth in Articles 5,6,7,9,13,14 and 18 of this Agreement, shall survive and thereby continue in full force and effect, upon termination of this Agreement.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Respective dates under each signature: CITY OF MIRAMAR through its City Manager, authorized to execute same by the City Commission of Miramar, and by TOTAL ENERGY SYSTEM TRAINING CENTER, LLC D/B/A TEST FOOTBALL ACADEMY (CONTRACTOR), by and through its _____, attested to and duly authorized to execute same.

CITY OF MIRAMAR

ATTEST:

Denise A. Gibbs, City Clerk

BY: _____
Dr. Roy L. Virgin,
City Manager

This _____ day of _____, 20____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE BY THE CITY OF
MIRAMAR ONLY:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

EXHIBIT 1.A
CITY OF MIRAMAR
DEPARTMENT OF OPERATIONAL SERVICES PARKS AND RECREATION
(TEST FOOTBALL ACADEMY – NFL COMBINE PREP)

Facility Usage:

Ansin Sports Complex

10801 Miramar Blvd, Miramar, FL 33025

Dates of Use:

Year 1 1/5/2026 - 4/3/2026

Year 2 1/4/2027 - 4/2/2027

Year 3 1/3/2028 - 3/31/2028

- Total: \$4,012.50

Program Days, Times and Rates: \$1,337.50 Yearly payment

- Weights: Mon, Wed, Fri | 12–3 PM
- Conditions: Every other Sat | 9 AM–12 PM
- Film Room: Mon, Wed, Fri | 12–3 PM

*** Equipment is a part of the agreement and left throughout the year for resident usage.

- Functional Training System FTS Glide Cable System
- Keiser Full 9" Rack
- Keiser Dip Bar
- Keiser Pull Up Bar
- Keiser Adjustable
- Keiser Rack Bar Catch
- Keiser Air Compressor
- Hex Dumbbells (5 – 100)
- Rogue Rig
- Adjustable Rogue Bench
- Olympic Bar
- 6 Shooter Plates
- Bumper Plates

General:

The Parks and Recreation Division shall notify CONTRACTOR within 24-hours in the event of unavailability due to unforeseen maintenance and/or required set up for special events.

It shall be the responsibility of CONTRACTOR to check all equipment for proper installation prior to the start of any activity. CONTRACTOR is to notify the CITY upon discover of any irregularities and suspend all play immediately. The CITY will not be responsible for any equipment installed or moved by any person not employed by the CITY.

CONTRACTOR agrees to provide coaches, officials, adult supervision and to keep the playing areas clean and litter free. CONTRACTOR shall provide adequate supervision for all the players, coaches and spectators to promote sportsmanship and wholesome attitude for all activities.

The CITY shall have the right, in its sole discretion, to relocate the classes/program to a different location at the facility described above or to a different CITY facility on a temporary or permanent basis.

Communications:

In the event of inclement weather and/or unsatisfactory playing conditions, the Parks and Recreation Division shall notify CONTRACTOR as soon as possible. Any decision regarding playing conditions shall be made by the Parks and Recreation Director and/or designee and shall be final. In this case, the following person will be notified: Kevin Dunn at (973)715-9740.

CONTRACTOR will give the CITY 24-hours' notice for make-up games, and the CITY will provide a facility, if conditions allow.

Conflicts:

It is mutually agreed that the CITY will share the use of Ansin Sports Complex with CONTRACTOR. Any conflicts with the CITY and/or CONTRACTOR's programs will be resolved internally between staff representatives from both parties. The CITY shall have the sole right to ask members/participants to leave a facility/room/field.

Safety/Security:

CONTRACTOR is to notify the CITY immediately of any usual incidents, accidents or occurrences that could present a safety concern to the general public.

Contractor:_____ **Date:**_____