

This Agreement is entered into this _____ day of August, 2016, between the City of Saint Paul, through its Department of Parks and Recreation, ("City") and St. Paul Saints Baseball Club, Inc. ("Saints")

WHEREAS, City owns a parcel of land located at _____ which is operated as a dog park; and

WHEREAS, the dog park is adjacent to CHS Field, managed by the Saints, and during construction of the ballpark, maintaining and improving the dogpark was a priority; and

WHEREAS, Saints have identified a sponsorship opportunity as a means of securing money to fund increased maintenance of the dog park, and are willing to assume maintenance responsibility for the dogpark;

Now, therefore, Parks and Saints agree as follows:

1. Saints will assume all maintenance responsibilities for the Lowertown Dog Park during the term of this Agreement. Maintenance must, at a minimum, comply with Exhibit A, attached hereto and incorporated herein by reference.
2. Saints may place signage, mutually agreeable to the parties, acknowledging the sponsorship at or within the park, at its own expense. Signage must be approved in advance with the City.
3. Any interior signage must comply with the Saint Paul Legislative Code.
4. This Agreement shall be in effect from the date of execution and continue in effect for a term of three (3) years, unless earlier terminated pursuant to §
5. Saints will not discriminate against any individual with regard to its responsibilities or obligations hereunder because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.
6. Saints shall defend and indemnify the City, its officers, agents, and employees from all claims, actions or suits brought for or on account of any claimed or alleged injuries or damages caused by Saints' negligent acts or omissions in the maintenance of the dog park. The dog park shall continue to be operated by the City and the City shall defend and indemnify Saints, its owners, officers, directors, agents, employees or representatives from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages caused by the City's negligent acts or omissions in the operation of the dog park.
7. This Agreement will continue in full force and effect until the end of its term unless either party terminates it at an earlier date. Saints may terminate the Agreement in the event the sponsorship is withdrawn by giving at least thirty (30) days written notice of

the intent to terminate to the City. The City may terminate this Agreement in the event of a material breach by the Saints. In order to terminate, the City must give written notice of the violation and specify a reasonable period of time in which to cure. If the Saints fail to cure the breach by the last day of the time given, the termination becomes effective the following day.

8. City retains all ownership rights to the Lowertown Dog Park and may enter the premises at any time and for any purpose.
9. Parties have designated the following individuals as administrators of this Agreement. Any notices or other communications shall be addressed as follows:

CITY OF SAINT PAUL

SAINT PAUL SAINTS

General Manager
St. Paul Saints Baseball Club, Inc.
CHS Field
360 Broadway
Saint Paul, MN 55101

10. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

Director of Parks and Recreation
General Manager

Exhibit A

SCOPE OF SERVICES FOR CHS/LOWERTOWN DOG PARK

DAILY	Pick up litter
	Empty all garbage cans (2)
	Check for droppings that were not picked up by owner
	Replace garbage can liners
	Check for any damage, vandalism or hazards
AS NEEDED	Check bag dispenser – refill bags when needed
	Check signage for vandalism
	Visual check of the park for any safety concerns
	Rake the wood mulch out of the chip rock
	Monitor condition of trees and shrubs
ANNUAL	Spring clean- up. May need to add mulch annually – dogs tend to prefer to walk and play on the wood mulch versus the chip rock path - causing the mulch to be spread around. Could lead to some bare spots.