

DANIEL P. MCCOY
COUNTY EXECUTIVE



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MEMORANDUM

TO: Hon. Daniel P. McCoy
County Executive

Daniel C. Lynch
Deputy County Executive

FROM: Eugenia Koutelis Condon
County Attorney

DATE: September 1, 2022

RE: MOU with National Fitness Campaign for
Delivery of Fitness Court to DPW

RECEIVED
SEP 01 REC'D
ALBANY COUNTY
EXECUTIVE OFFICE

Attached is the MOU with National Fitness Campaign for the delivery of a Fitness Court to DPW to be installed at a later date at a site to be determined, as part of MVP's Health Care 2022 Grant Award. Please sign both copies and return to my attention.

Thank you for your attention to this matter.

EKC:e
Enclosures



National Fitness Campaign Memorandum of Understanding

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on 5/10/22 by and between National Fitness Campaign LP residing at PO Box 2367, San Francisco, California 94126, hereinafter referred to as the "First Party," and Albany County, 112 State Street Albany, NY 12207, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objectives relating to the 2022 Albany County Fitness Court Partnership (project).

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth.

Goal

The aforementioned project has been established with the following intended mission in mind:

To meet the minimum eligibility requirements of the National Fitness Campaign - MVP Health Care 2022 Grant Award by aligning with availability of local funding sources, and support Albany County to participate as a leading site partner in the 2022 New York State Campaign by opening and maintaining an MVP Health Care Fitness Court.

OBJECTIVES

1. The Parties shall endeavor to work together to develop and establish procedures that will promote and sustain a market for National Fitness Campaign to produce and ship the Fitness Courts® to the Town of Union on or before September 9th, 2022.
2. In accordance with 2022 Grant Program Requirements, Albany County will receive and store their Fitness Court®, until weather and local site conditions permit installation in 2022 or 2023.
3. Following required site approvals and confirmation of local community support Albany County shall build a concrete pad for the Fitness Court studio to meet NFC provided specifications.
4. Albany County shall cooperate with NFC to schedule a time for an approved NFC Nationwide Installer, to install the Fitness Court following 30 days of cure time for the concrete slab. EIS shall contract directly with the County and confirm any appropriate licenses and requirements to perform on site installation. All work shall be performed in accordance with NYS Department of Labor Prevailing Wage Rates.
5. Albany County shall coordinate with NFC and MVP Health Care to select a launch day for their Fitness Court, and participate in relevant promotions of the launch of world-class free fitness for their community members.

PAYMENT BY SPONSOR

In accordance with special eligibility and authorization, MVP Health Care has agreed to support the program funding required to fund the Fitness Court Equipment, services and wellness programs, and installation. NFC and EIS (Engineered Installation Solutions) shall invoice MVP Health Care appropriately for the agreed up on program funding.

NFC STANDARD WARRANTY AND TERMS

Standard terms provided to all campaign partners and recipients of a Fitness Court shall apply in accordance with Albany County's receipt of the Fitness Court and opening of the Fitness Court on their property. Terms are available on the NFC website and/or upon request.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of New York .

APPENDIX TO AGREEMENT

Any appendix to this Agreement shall be integral to this Agreement and shall have the same force and effect with this Agreement.

(Signature Page Follows)

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding constitutes a formal undertaking, and as such intends that the signatories shall reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by National Fitness Campaign LP and Albany County and shall be effective as of the date first written above.

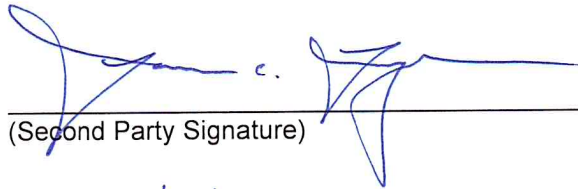


(First Party Signature)

9.2.21

(Date)

National Fitness Campaign LP



(Second Party Signature)

9/2/2022

(Date)

Albany County, NY

APPENDIX A

INDEMNIFICATION

The parties hereto shall defend, indemnify, and save harmless each other, their agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by each Party in relation to this Memorandum of Understanding as a result of the negligence of each Party, its employees and/or agents.

INSURANCE REQUIREMENTS

The First Party shall procure and maintain for the entire term of this Agreement, without additional expense to the Second Party, insurance policies of the kinds and the amounts provided below. The First Party shall provide thirty (30) days' written notice to the Second Party of any insurance policy cancellation or change.

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries.
2. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Personal Injury	\$1,000,000.00

All Required Insurance shall require a waiver of subrogation clause in favor of the County. All insurances provided shall be written with carriers that are admitted in the State of New York and acceptable to the County.