

MANAGEMENT AGREEMENT
COLUMBUS RECREATION AND PARKS DEPARTMENT
AND
MID-OHIO SELECT SOCCER LEAGUE

This MANAGEMENT AGREEMENT (further known as "AGREEMENT") made and entered into by, and between, the **MID-OHIO SELECT SOCCER LEAGUE** (further known as "MOSSL"), an Ohio non-profit corporation, 670 LAKEVIEW PLAZA BLVD. SUITE D, WORTHINGTON, OHIO 43085, and the **CITY OF COLUMBUS, OHIO**, which is acting by, and through, its COLUMBUS RECREATION & PARKS DEPARTMENT (further known as the "CITY" or "CRPD"), a municipal corporation, 1111 E. BROAD STREET, COLUMBUS, OHIO 43215, is entered and into this day of _____, 2011.

WHEREAS, this Agreement will establish Management Responsibilities for City-owned property, which is the SPINDLER PARK-SOCCER FACILITY located at 2121 SPINDLER ROAD, COLUMBUS, OHIO, which is a 72-acre soccer complex (further known the "COMPLEX"), for the period of January 1, 2012 through December 31, 2014; and,

WHEREAS, CRPD operated SPINDLER PARK since the early 2000's; and,

WHEREAS, due to budgetary constraints, CRPD is not able to fully staff or manage the operations at the Complex; and

WHEREAS, MOSSL expressed an interest in providing recreational programs for the community at the Complex; and,

WHEREAS, it is in the best interest of CRPD to enter into an agreement with MOSSL for the operation of the Complex:

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and benefits stated in this Agreement, the Parties agree as follows.

I. TERM

1. This Agreement shall be valid from January 1, 2012 through December 31, 2014 unless otherwise terminated sooner as provided for in this Agreement.
2. This Agreement may be extended through December 31, 2016, by written mutual consent of the Parties no later than November 30, 2014, and pursuant to the same terms listed in this document.

II. GENERAL PROVISIONS

1. MOSSL shall manage the Complex and provide programs that are accessible and address the needs of the community. MOSSL shall be responsible for maintaining the Complex in a clean and safe manner, and it shall, on a continuous basis, provide schedules of games and tournaments, upon review and approval of CRPD.
2. MOSSL shall be responsible for the management, scheduling, maintenance and use of the entire 72 acre Complex except:
 - 2.1. MOSSL shall not be responsible for any scheduled or unscheduled non-MOSSL activities including the use or misuse of any soccer goals.
 - 2.2. MOSSL shall make the grass areas to the west of the north parking lot available for City-scheduled activities.

3. City shall have the right to use any portion of the Complex for non-MOSSL activities; however, in the event the City exercises this right, MOSSL shall not be liable for any activities that are not organized by MOSSL.

4. MOSSL shall perform all routine maintenance to maintain the Complex as soccer fields. Maintenance shall include the likes of grass mowing, lining of the soccer fields, fertilizing, seeding, watering of playing fields, litter control, providing soccer goals, nets, field-corner flags, and lining the soccer fields according to standard regulation dimensions.

5. MOSSL shall provide all necessary soccer equipment including but not limited to goals, nets, and corner flags, all of which shall remain the property of MOSSL and shall be removed by MOSSL upon termination of this Agreement. City shall not reimburse MOSSL the costs of purchase, replacement or repair for the equipment referenced in this paragraph.

6. PAYMENT:

6.1. On or before January 10, 2012, MOSSL shall pay the City Forty-Four Thousand and 00/100 Dollars (\$44,000.00).

6.2. On or before January 10, 2013, MOSSL shall pay the City Forty-Four Thousand and 00/100 Dollars (\$44,000.00).

6.3. On or before January 10, 2014, MOSSL shall pay the City Forty-Four Thousand and 00/100 Dollars (\$44,000.00).

6.4. **IF APPLICABLE PURSUANT TO FUTURE RENEWAL**, on or before January 10, 2015, MOSSL shall pay the City Forty-Four Thousand and 00/100 Dollars (\$44,000.00).

6.5. **IF APPLICABLE PURSUANT TO FUTURE RENEWAL**, on or before January 10, 2016, MOSSL shall pay the City Forty-Four Thousand and 00/100 Dollars (\$44,000.00).

7. PERMANENT IMPROVEMENTS:

7.1. MOSSL agrees to make the following permanent improvements to the Complex on or before December 31, 2011:

7.1.1. Construct a 36' x 64' Shelter-House south of the south parking lot.

7.1.2. Pursuant to CHAPTER 4115 of the OHIO REVISED CODE, MOSSL shall adhere and pay the prevailing wage requirements for the construction of the Shelter-House described in this Agreement.

7.2. All permanent improvements made by MOSSL in, on, at, to, upon or for the benefit of the Complex pursuant to this Agreement shall automatically vest and become the City's property.

7.3. MOSSL shall maintain all permanent improvements that are either currently in place at the Complex or that are first reviewed and authorized by the City.

8. MOSSL shall provide the following financial and logistical support to the KIDS INNER-CITY DEVELOPMENTAL SOCCER PROGRAM (further known as the "KIDS-LEAGUE"), for the term of this Agreement, provided SAUNDERS PARK (a.k.a. "MARYLAND STREET PARK") is made available to the KIDS-League for its use as soccer fields:

8.1. M.O.S.S.L. shall provide a minimum of Four Thousand dollars, (\$4,000.00), in cash, goods or services to the K.I.D.S.-League each calendar year.

9. MOSSL shall not make any modifications, alterations or changes to the Complex, surrounding park, or its contents without first obtaining CRPD's written approval.

10. INSURANCE:

10.1. MOSSL shall maintain adequate property and liability insurance to cover any damage caused, or any liability as a result of, its activities at the Complex. The insurance shall maintain the following minimum coverage:

- (i) PROPERTY DAMAGE LIABILITY -EACH PERSON \$1,000,000.00
- (ii) BODILY INJURY INSURANCE -EACH PERSON \$1,000,000.00
-EACH ACCIDENT \$2,000,000.00

10.2. MOSSL shall furnish certificates to the City evidencing that MOSSL possesses the required insurance in, at least, the above specified amounts. MOSSL's insurance policy shall name the CITY OF COLUMBUS, OHIO, as an additional insured, and the insurance policy shall require written notice be given to the City at least thirty (30) days in advance of any changes or cancellations to the policy.

11. MOSSL understands and agrees that it shall indemnify, hold harmless, and defend the CITY OF COLUMBUS, OHIO, and all of its officers, agents, and employees from, and against, all liability, judgments or claims for bodily injuries to, or death of, persons, or damage to property, including attorney's fees, caused, or purportedly caused by, MOSSL and MOSSL's agents or employees while performing the management of the Complex, which includes but is not limited to operation of athletic programs, art classes, and any claims based upon the condition of the equipment and supplies provided to MOSSL by the City. The Parties shall give to the other prompt and timely written notice of any claim made, or suit instituted, coming to either Parties' knowledge, which may, in any way, directly or indirectly, contingently or otherwise, affect either, and both Parties shall have the right to participate in the defense of the same to the extent of its own interest.

12. MOSSL shall be, and shall remain, an independent contractor with respect to all services performed in this Agreement, and MOSSL agrees to and accepts full and exclusive liability of any contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or subsequently imposed under any state or federal law, which are measured by the wages, salaries or other remunerations paid to MOSSL or persons employed by MOSSL for work performed under the terms of this Agreement. MOSSL further agrees to obey all lawful rules and regulations and to meet all lawful requirements, which are now, or may subsequently be issued or promulgated under any applicable law.

13. This Agreement does not establish the relationship of an employer and employee between MOSSL and the City, and nor will this Agreement ever entitle MOSSL or its employees to claim an employer and employee relationship with the City for any purpose.

14. Both Parties shall possess the unconditional right, without justification, to terminate this Agreement with ninety (90) days written notice to the other party of its intention to terminate its rights under this Agreement. In the event of such termination by either Party, MOSSL's rent, which MOSSL pays at the beginning of each year, shall be pro-rated through the date of termination, and the City shall refund the remainder of MOSSL's rent for that year.

15. City reserves the right to access and enter the Complex at all reasonable times, for any public purpose, and to inspect and determine whether MOSSL is complying with all terms of this Agreement.

16. MOSSL shall not enter into any lease, sublease, assignment or agreement transferring, in whole or in part, to any other entity or person use, control, supervision, or occupation of the Complex.

17. No waiver of any covenant or condition, or breach of any covenant or condition, of this Agreement shall constitute a waiver of any subsequent breach of any covenants or conditions, or breach of any subsequent covenants or conditions of this Agreement.

18. This Agreement shall not, in any manner, limit or affect the City's rights associated with its ownership of the Complex, and nor shall anything in this Agreement be construed to create a real property interest by MOSSL in the Complex. In addition, MOSSL shall have no right to occupy any portion the Park after the expiration or termination of this Agreement.

19. All notices issued or required under this Agreement must be in writing and shall be deemed validly submitted to the other Party if it is sent by overnight delivery or regular certified mail, return receipt requested. Notice shall be addressed as follows:

CITY OF COLUMBUS

DIRECTOR
RECREATION & PARKS DEPARTMENT
1111 EAST BROAD STREET
COLUMBUS, OHIO 43205

WITH A COPY TO:
CHIEF REAL ESTATE ATTORNEY
REAL ESTATE DIVISION
DEPARTMENT OF LAW
109 NORTH FRONT STREET
COLUMBUS, OHIO 43215

MID OHIO SELECT SOCCER LEAGUE

MOSSL
670 LAKEVIEW PLAZA BLVD. SUITE D
WORTHINGTON, OHIO 43085

20. If any term or provision of this Agreement shall be invalid or unenforceable, then the remaining terms and provisions of this Agreement shall not be affected, but each term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by applicable law.

21. This Agreement shall be construed and enforced in accordance with the laws of the STATE OF OHIO. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and MOSSL arising out of, or relating to, this Agreement, or its breach, shall be decided in a court of competent jurisdiction within the COUNTY OF FRANKLIN, STATE OF OHIO.

22. This Agreement contains the entire agreement between the Parties, and any subsequent agreements made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreements are in writing, signed by the City and MOSSL, and approved by the City and MOSSL's appropriate authorities.

23. The Parties inserted and intended the Captions and Section Numbers appearing in this Agreement as a matter of convenience, and, in addition, the Captions and Section Numbers do not, in any way, define, limit, construe or describe the scope or intent of the provisions of this Agreement. Furthermore, the Parties intended the Recitals at the beginning of this Agreement only to provide an understanding of the factual background that led the Parties to enter into this Agreement, and, in addition, the Recitals are not intended to be warranties, representations, covenants, or otherwise contractually binding upon the Parties.

24. Parties shall execute and apply good faith and cooperation in the execution of all terms and conditions contained in this Agreement.

25. The signatories of this Agreement represent that they have the authority to bind themselves and their respective organizations to this Agreement.

*****SIGNATURES BEGIN ON NEXT PAGE*****

APPROVED:

IN WITNESS WHEREOF, the MID-OHIO SELECT SOCCER LEAGUE, an Ohio non-profit corporation, by its duly authorized corporate officer, caused this MANAGEMENT AGREEMENT to be subscribed this _____ day of _____, 2011.

MID-OHIO SELECT SOCCER LEAGUE,
AN OHIO NON-PROFIT CORPORATION

PRINT NAME: _____

TITLE: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on this _____ day of _____ 2011, the foregoing Agreement was acknowledged before me by, _____, on behalf of the MID-OHIO SELECT SOCCER LEAGUE, an Ohio non-profit corporation.

(SEAL)

NOTARY PUBLIC

APPROVED:

IN WITNESS WHEREOF, the CITY OF COLUMBUS, Ohio, by ALAN D. MCKNIGHT, DIRECTOR, DEPARTMENT OF RECREATION & PARKS, as authorized by COLUMBUS CITY COUNCIL ORDINANCE No _____, passed this _____ day of _____ 2011, caused this Agreement to be subscribed this _____ day of _____ 2011.

CITY OF COLUMBUS, OHIO
A MUNICIPAL CORPORATION,

ALAN D. MCKNIGHT, DIRECTOR
DEPARTMENT OF RECREATION & PARKS

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED that on this _____ day of _____ 2011, the foregoing Agreement was acknowledged before me by ALAN D. MCKNIGHT, DIRECTOR, DEPARTMENT OF RECREATION & PARKS, on behalf of the CITY OF COLUMBUS, OHIO, a municipal corporation.

(SEAL)

NOTARY PUBLIC

This document approved as to form:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: USAMAH ABDULLAH – 0086404 (7/18/2011)
Real Estate Attorney
Real Estate Division
For: TINA MOHN - Department of Recreation & Parks
Re: MOSSL Mgmt Agreement