



THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

RECREATION AND PARKS
DEPARTMENT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered on February 3, 2019 by and between the **CITY OF COLUMBUS, OHIO**, which is acting by and through its DEPARTMENT OF RECREATION AND PARKS (“CRPD”), a municipal corporation, and the **Columbus Historical Society** (“CHS”), an Ohio organization, which understand and agree to the following:

Whereas, the Columbus Recreation and Parks Department (CRPD) owns and manages certain real Premises and corresponding building facilities located at 570 West Broad Street, Columbus, Ohio 43215 {Franklin County Tax Parcel 010-027837}, which is commonly known as the Harrison House and Sullivant Land Office (collectively, “**Premises**”);

Whereas, CRPD is transferring the Premises to the Columbus Historical Society (CHS); and

Whereas, CRPD and CHS share a commitment to the preservation and conservation of the Premises and its future use for historical programming and public enjoyment; and

Whereas CRPD recognizes that CHS and the Franklinton Historical Society (FHS) share a commitment to the preservation of the Premises and its future use for historical programming and have finalized a working MOU to uphold the integrity of the Deed transfer of the Premises and will collectively work together on supporting the necessary improvements (outlined in **Exhibit A**), maintenance and programming goals of the Premises; and

WHEREAS, CRPD desires to allow CHS to own and operate/utilize Premises for said features under the terms stated herein.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and benefits stated herein, the parties hereto agree as follows:

SECTION 1: CHS agrees to the following:

- (1) The initial term of the MOU will start at the date signed and expire at the date established by CRP to meet the restoration requirements of the deed restrictions;
- (2) The MOU term will be for a one, five-year period, so long as the following conditions exist at the:
 - (a) CHS legally exist;
 - (b) CHS can continue to financially support their commitment to the improvements, as outlined in Exhibit A as well as any maintenance and operating costs of the Premises, and
 - (c) CHS and FHS continue to regularly create appropriate historical programming at the Premises;
- (3) CHS agrees to be financially responsible for all repairs to the Premises, including structural and mechanical systems, and insurance of the Premises;
- (4) CHS will hold proper insurance and any appropriate permitting, legal documents to own, operate and hold the Premises open to the public.

SECTION 2:

- 1) If CHS fails to comply with the requirements of this MOU, the Permit and/or the Waiver, CHS will no longer have permission to own for the Premised, Premises will revert back to the City of Columbus, Recreation and Parks Department.
- 2) CHS understands and agrees that no maintenance or activities other than installing and maintaining the Premises, as outlined in this MOU/Exhibit A and the Deed, is permitted.
- 3) CHS agree to assume all risk and indemnify, hold harmless, and defend the City of Columbus, Ohio, and all of the City's officers, agents, and employees from and against all liability, judgments, or claims, including attorney's fees, for bodily injuries to, or death of, persons, or damage to Premises, caused or purportedly caused by CHS, its agents or its employees.
- 4) This MOU is not intended to be a contract or lease. CRPD shall provide all rules and conditions of use of the Premises, as outlined within Exhibit A and the Deed.
- 5) This MOU constitutes the entire agreement among the parties. No modification or amendment of this MOU may be made or be binding unless made in writing and signed by each of the parties.

The relevant contacts for this MOU are as follows:

- I. Columbus Recreation and Parks Department:
 - A. Primary: Tina Mohn, (614) 645-3395, tmmohn@columbus.gov
 - II. Columbus Historical Society:
 - A. Primary: Mike Frush, Board of Trustees:, 614-937-5200, mike@frushassociates.com
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APPROVED:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives, to be effective as of the date set forth herein.

CITY OF COLUMBUS, OHIO,
A MUNICIPAL CORPORATION

COLUMBUS HISTORICAL SOCIETY
OHIO NON-PROFIT ORGANIZATION

PAUL RAKOSKY, INTERIM DIRECTOR

DEPARTMENT OF RECREATION AND PARKS

DATE: _____

BY: _____

ITS: _____

DATE: _____