

DECLARATION OF MUTUAL SUPPORT AND AGREEMENT

THIS AGREEMENT, entered into this the 24 day of July, 2009, by and between the City of Dublin (hereinafter referred to as "Dublin"), 5200 Emerald Parkway, Dublin, Ohio 43017, the Dublin Soccer League (hereinafter referred to as "DSL"), 37 West Bridge Street Dublin, Ohio 43017.

WHEREAS, Dublin recognizes the value of recreational activities for its residents, and has supported and endorsed community organizations that provide recreational activities to Dublin residents; and

WHEREAS, DSL is a non-profit community organization in existence in Dublin for many years and long recognized by Dublin as its partner in providing outdoor "non-select" soccer programs for the community; and

WHEREAS, DSL and Dublin have worked and will continue to work with other organizations to provide supplemental soccer programs for the community; and

WHEREAS, Dublin desires to have DSL oversee and administer all soccer program levels in the community; and

WHEREAS, Dublin and DSL wish to assure that their successful partnership continues to thrive, so that the community can continue to enjoy the many benefits of soccer activities provided by community volunteers; and

WHEREAS, DSL recognizes Dublin's philosophy that general recreation is Dublin's highest priority; however, also recognizes the value of advanced levels of soccer (above general recreation) as part of the overall program, so long as there is no conflict with the accommodation of the general recreation program and its participants.

ARTICLE I - OBJECTIVES

Dublin and DSL, in reliance on the mutual covenants and agreements contained herein, agree to the following objectives:

- A. To give every eligible youth in Dublin and the Dublin School District the opportunity to participate in organized, "non-select" soccer programs.
- B. To foster formalized relations with supplemental soccer organizations to provide quality "middle tier" and "select" programs as well as training opportunities designed for coaches and participants as complementary services to the general recreation program.
- C. To surround these programs with such safeguards as to warrant confidence in the integrity and administration of DSL.
- D. To protect and promote the interests of the youth and adult participants.

- E. To educate participants, especially youth, in proper moral, mental and physical values so that they may become assets to the community.
- F. To provide participation opportunities without regard to the race, color, creed, age, or national origin of the player, guardian, coach or official.
- G. To promote fair play and good sportsmanship in a safe environment so that players of all ages may have fun playing the game of soccer.

ARTICLE II – DSL RESPONSIBILITIES

DSL shall be responsible for the following:

A. Organizational Requirements

1. Be organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
2. Maintain its non-profit status and assure continued non-profit status, and maintain its membership or sanctioning by the United States Youth Soccer Association or other sanctioning body, as may be deemed by the DSL Board to be in the best interest of the organization.
3. Maintain its offices within Dublin corporate limits. All DSL Board members will be residents of Dublin, or reside within the Dublin School District. DSL Board meetings shall be open to the public.
4. Provide its annual tax statement, and those of its affiliates for review/audit by Dublin.
5. Provide proof of insurance coverage to Dublin at amounts deemed satisfactory to Dublin and include Dublin as an additional insured.
6. No part of the net earnings of DSL shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that DSL shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of DSL shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and DSL shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, DSL shall not carry on any other activities not permitted to be carried on (a) by a corporation of exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
7. Upon dissolution of DSL, assets shall be distributed for one or more purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the

federal, state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the County in which the principal office of DSL is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

B. Program Requirements

1. To provide a full range of general recreation (“non-select”) soccer programs for Dublin youth of all ages, skills, and abilities, administering these programs consistent with the requirements of the United States Youth Soccer Association. Dublin’s general recreation (“non-select”) soccer program is defined as a volunteer-based program designed primarily for Dublin residents and Dublin School District residents, in which exclusionary try-outs are not used as a means of establishing eligibility to participate, and only volunteer coaches are used for coaching the teams.
2. DSL’s programs are intended to be a supplement and complement to those programs offered by school systems. All coaches within the organization are directed to encourage the participation of their players in Dublin City School’s sports programs. No coach shall interfere in any manner with any child’s participation in any Dublin City School’s sports program under pain of removal as coach with DSL, or such other penalty as the Board of Directors or the Committee of Ethics shall decide. DSL shall ensure that all levels of services provided are well balanced, complementary, and do not compromise the opportunities, quality and/or allocation of Dublin resources to the general recreation program.
3. DSL will develop and administer service agreements with other organizations for the purpose of ensuring supplemental programs beyond what is considered general recreation as set forth herein. Any supplemental agreements hereunder are subject to review and the approval of Dublin, in their sole discretion.
4. DSL shall be responsible for obtaining a list of all of the players and their current address for any and all of the teams and/or organizations that DSL contracts with under this Agreement. Dublin expressly reserves the right, at their sole discretion, to impose fees for any teams or organizations that are not composed primarily, as determined by Dublin, of residents of Dublin or the Dublin School District.
5. Assure compliance with any legal requirements for operation of its programs, including notification and/or background checks of its staff and volunteers regularly alone with children. Specifically, assure compliance with all child safety measures required by the United States Soccer Federation, Soccer Association for Youth Times Two program or any replacement program adopted.
6. Assume all responsibility for the conduct of its employees, agents, officers, officials, volunteers, or others in the conduct of its programs and activities.
7. To establish and enforce rules and regulations for conduct of its programs, including the conduct of coaches, parents, participants, volunteers, and officials.
8. To develop a dispute resolution procedure to be used by parents, participants, or others with disagreements regarding the application of these rules and regulations,

- or the conduct of DSL programs or those of its affiliates.
9. Maintain membership in good standing with the Ohio South Youth Soccer Association. The DSL Executive Director serves as the official representative and contact to the Association.
 10. Maintain membership in good standing with the Mid Ohio Select Soccer League. The DSL Executive Director serves as the official representative and contact to the League.

C. Field Use, Conditions and/or Requirements

1. Obtain all permits from Dublin necessary for use of playing fields and support facilities. Recognizes, for permit purposes, the seasonal year consists of two seasons. The fall season begins two Mondays before Labor Day and continues through the weekend following October 31. The spring season starts eight weeks prior to Memorial Day weekend or April 1st, whichever is earliest. Spring season ends the second Sunday in June.
2. Schedule and coordinate the use of those playing fields designated by Dublin for use by DSL (the "Permitted Fields") during the spring and fall program periods as defined herein. DSL will also schedule and coordinate the use of the Permitted Fields by other programs which have obtained permission from Dublin pursuant to this Agreement, where these needs are not in conflict with DSL programs. DSL expressly pledges to accommodate requests from other Dublin community youth organizations, which have obtained permission from Dublin, where such requests do not conflict with DSL activities or with playing field integrity.
3. Comply with and communicate Dublin rules and regulations regarding conduct in Dublin parks during periods of DSL use.
4. Meet with designated Dublin representatives on a regular basis to review playing field and park conditions.
5. Maintain fields (lined, goals in place, assigned) at Avery Park and Darree Fields in Dublin during the two seasonal periods defined above. Additional costs may be incurred for activities or events planned outside the specified seasonal periods.
6. Assign and maintain field assignments including but not limited to practices, games, camps and tournaments, as necessary for the monitored and controlled use of field resources at Avery Park and Darree Fields, or other field space as approved by Dublin during permit periods.
7. Assign fields giving priority to DSL/MSSA/HSSA recreation games over any supplemental programs.

D. Equipment

1. Provide goals, nets, and other equipment necessary for its programs, along with marking of fields, and provide training, and coaches, officials, and other personnel necessary for its programs and activities, through use of volunteers, affiliates, or contractors.
2. Any equipment or capital improvements received through Dublin Bed Tax Funds

grants shall become property of Dublin, and will be used by DSL consistent with the terms of this agreement and other applicable rules and regulations of Dublin.

ARTICLE III – DUBLIN’S RESPONSIBILITIES

Dublin shall:

- A. Provide a representative of Dublin to serve as a voting member of the DSL Board of Directors.
- B. Keep DSL informed as to proposed approved capital improvements, which may affect DSL programs, activities, and ability to provide service.
- C. Consider input from DSL for the development of the Dublin’s capital improvement program.
- D. Consider all DSL applications for permits necessary to secure the use of those playing fields designated by Dublin for use by DSL. Dublin may issue permits for supporting facilities specifically regarding all camps, tournaments/clinics or other special events. Agreements may be entered into regarding the use of concession stands.
- E. Maintain all Dublin playing fields in good playable condition, and meet with DSL representatives regularly to jointly review field conditions, scheduled uses and mutual needs.
- F. Waive all fees associated with the use of Dublin’s playing fields and supporting facilities permitted for use by DSL. DSL may not sub-lease any Dublin facility without Dublin’s permission. Dublin reserves the right to charge fee(s) for subleases and for services provided and/or permitted by Dublin.
- G. Review and Approve all supporting Agreements between DSL and all other supplemental soccer organizations.
- H. Perform audits, at their sole discretion, to ensure that DSL or any of the other organizations hereunder provide the materials and information required herein
- I. To enforce the terms of this Agreement.

ARTICLE IV – ORGANIZATION

- A. The DSL will insure its bylaws reflect the organizational structure presented in this Article.
- B. A Board of Directors shall govern the DSL.
 1. The DSL Board of Directors shall be comprised of the following voting members:
 - a. Two (2) at-large representatives of the members of the DSL. The term shall be for two years.
 - b. Two (2) parent/volunteer coaches of DSL. These may be a Head Coach or Assistant Coach. The term shall be for two years.
 - c. One (1) representative of Dublin: Director of Recreation Services or as otherwise designated by Dublin.
 - d. One (1) ex-officio representative from each of the programs approved by DSL and Dublin providing supplemental programs.
 2. The DSL membership will elect the two at-large representatives and the two

parent/volunteer coach representatives for “staggered” terms. Elections will be held annually at the beginning of the Fall season. The method by which elections are conducted, vacancies filled, terms staggered, and Board member eligibility requirements will be specified in the DSL bylaws. Term limits of the existing elected board members in office on the date of execution of this Agreement shall be extended by one year in order to fully implement this Agreement and to accommodate the modifications to elections schedules as stated herein.

3. At the first meeting in October of each year, the members of the Board of Directors shall elect a Chair and Vice Chair by majority vote.
 - a. The duties of the Chair shall be to: preside at all meetings; serve as an ex-officio member of all sub/committees; possess signatory authority as may be necessary; and perform such other duties as may be required in the DSL bylaws or as assigned by the Board of Directors.
 - b. The duties of the Vice Chair shall be to: preside at all meetings in the absence of the Chair; when delegated serve as an ex-officio member of sub/committees; possess necessary signatory authority in the absence of the Chair; and perform such other duties as may be required in the DSL bylaws or assigned by the Board of Directors.
4. DSL will have a contractual full-time Executive Director. The Executive Director will:
 - a. Serve as the Secretary to the Board of Directors: keep correct records of all meetings, attend to all correspondence; provide notification of all meetings and maintain all important documents.
 - b. May serve as Treasurer of DSL. The Treasurer shall have custody of and signatory authority over all DSL funds. With the assistance of the Finance Committee Chair, the Treasurer shall receive, account for and properly expend funds in accordance with the approved budget and in accordance with the direction of the Board of Directors. Develop, present and seek approval of an annual budget from the Board of Directors. With the assistance of the Finance Committee Chair, the Treasurer shall develop and present accurate budget reports to the Board of Directors on a monthly basis.
 - c. Develop and manage all DSL programs.
 - d. Keep track and maintain memberships and membership information.
 - e. Ensure, manage and lead appropriate staffing with employees, volunteers and contractors.
 - f. Coordinate all scheduling of field usage, organizations providing supplemental programs and other users.
 - g. Serve as an ex-officio member of sub/committees.
 - h. Receive, investigate and present all grievances from DSL members to the Board of Directors.
 - i. Perform such other duties as may be prescribed or assigned by the Board of Directors.
 - j. Maintain appropriate certifications, licenses and membership/affiliations as prescribed by the Board of Directors.

- k. Maintain the confidence of the Board of Directors.
5. The DSL Board of Directors will be responsible for resolving issues that arise among the providers of supplemental youth soccer programs including, but not limited to, the programming, levels of service and the overall organization of youth soccer in Dublin. In doing so, the DSL Board of Directors understands that the success and accommodation of the general recreation program (DSL) is the Dublin's top priority; although, Dublin also recognizes the value of multiple levels of play that fortify a holistic community youth soccer program, and will accommodate supplemental programs providing Dublin resources are available.
6. DSL shall maintain a subcommittee for the purpose of hearing and discussing non-recreation level issues or conflicts that arise. All subcommittee meetings should be conducted at least quarterly or as deemed necessary by the DSL Board. Subcommittee meetings should be open to the public, with recorded minutes maintained in a manner that is open and accessible to the general public. This subcommittee shall be chaired by an elected member of the DSL Board and consist of representatives from each of the organizations providing supplemental programs, including the Dublin's Director of Recreation Services. This subcommittee will be responsible for making recommendations to the DSL Board for final approval, for the purpose of resolving issues among the various organizations.
7. Dublin shall be notified, in a timely manner, of any decisions made at the DSL Board level that result in modifications and/or alterations to the programming, organizational structure or level of services among the organization. Any and all modifications shall be communicated to the City via an annual report. The annual report shall include a breakdown of the total number of teams and players for middle tier, club (includes any team formed after exclusionary tryouts) and recreational level. In addition, the report shall include an overall breakdown, by age group, of the percentages of resident and non-resident participants (of both City and school district) on each team at each level. This annual report shall be submitted to the City no later than October 31st.
8. The Board of Directors may establish additional Standing Committees, Subcommittees, Advisory Councils, Task Forces and volunteer or contractual "directors" as deemed necessary or appropriate to provide advice, policy recommendations and/or to conduct certain business of the DSL as specified by the Board of Directors.

ARTICLE V – SELECT SOCCER PROGRAM

"Select" soccer programs are those programs, in which volunteer and paid professional team coaches are used, and players are permitted or denied participation based upon an evaluation of the participants' soccer skills. Organizations providing supplemental "select" programs recognized and approved by Dublin will adhere to the philosophy that general recreational soccer is the Dublin's highest priority for use of playing fields and its access will be balanced in conjunction with DSL programs.

ARTICLE VI - MIDDLE TIER PROGRAM

A “middle tier” soccer program is a program in which, primarily, volunteer team coaches are used and all eligible players are assured participation regardless of skill level. “Middle tier” soccer programs provide soccer playing opportunities at a higher level of competition than general recreation but at a level of less expense, commitment, competition and travel than the “select” or elite club teams. In order to be eligible for the “middle tier” program, players must reside within Dublin and/or Dublin City School limits, unless otherwise determined appropriate and approved by the DSL Board. Should a player be turned away because of lack of sufficient coaches or players, the “middle tier” organization will provide the player information about opportunities in the recreational (DSL) and “select” programs. Organizations providing supplemental “middle-tier” programs recognized by Dublin will adhere to the philosophy that general recreational soccer is Dublin’s highest priority for use of playing fields and its access will be balanced in conjunction with DSL programs.

ARTICLE VII – TOURNAMENTS, CAMPS/CLINICS, SPECIAL EVENTS

DSL will refer and present any and all tournaments, camps/clinics or other special events outside the scope of basic recreational soccer programming to be conducted on Dublin’s property to Dublin for review and approval. DSL must have the permission of Dublin prior to committing to any such activity/event to be conducted on Dublin’s facilities. Dublin staff will form a committee of relevant parties to develop, evaluate and coordinate tournaments, camps/clinics and other special events proposed on/at Dublin’s facilities.

ARTICLE VIII – FACILITY FUND FEES

Facility fund fees have been collected and were approved for use by Dublin for the construction of a concession stand at Darree Fields for the purpose of expanding, improving, supporting, maintaining and/or equipping Dublin-owned soccer facilities that are used by or for the benefit of the soccer community in Dublin. Any collection or application of future Facility Fund Fees by the DSL, must first be reviewed and approved by the Parks and Recreation Advisory Committee with final approval from Council.

ARTICLE IX – TERMS AND INTERPRETATION

The term of this Agreement shall be for three (3) years. During each year of the initial term, the parties are required to hold meetings to review the Agreement. The annual review meetings shall be at a time and place as designated by Dublin. The parties may non-renew or terminate this Agreement upon providing at least one year prior notice to the other. Dublin reserves the right to immediately terminate this Agreement if DSL breached any provision contained herein.

Should any part of the Agreement be declared invalid, any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. Failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or in any way offset the validity of the Agreement or any part thereof or the right of such party to thereafter enforce each and every

provision of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Nothing contained in this Agreement, expressed or implied, is intended to confer, or shall confer, upon any individual or organization any rights or remedies under or by reason of this Agreement.

ARTICLE X – AMENDMENTS

It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed in accordance with the laws of the State of Ohio. This contract may not be assigned or changed, modified, or altered except by an instrument, in writing, mutually agreed to and signed by all parties. Nothing in this Agreement shall be construed to constitute the relationship between DSL and Dublin as a partnership, association, or joint venture.

ARTICLE XI - GOVERNANCE

This is the sole and complete Agreement between the parties and is intended to supersede any prior Agreements.

This Agreement shall be governed by the laws of the State of Ohio. Any legal action regarding this agreement or the rights of the parties shall be brought in a court of competent jurisdiction in Franklin County, Ohio.

Each party warrants that it has complied with any legal requirements necessary for it to be bound by this Agreement and its terms, and that the other may justifiably rely on its terms.

ARTICLE XII - INSURANCE

DSL shall be responsible for its own protection/insurance from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders. DSL shall also be responsible for ensuring that any organization providing supplemental programs have insurance as required hereunder.

DSL shall be responsible for its own protection/insurance from auto claims, property damage claims, personal injury claims.

Any insurance required hereunder shall be at limits agreeable to Dublin and shall name Dublin as “an additional insured.”

ARTICLE XIII - INDEMNIFICATION

DSL agrees to indemnify, protect and hold harmless Dublin and its elected officials, officers, employees, and volunteers from and against any claims, costs (including reasonable attorney's fees and court costs), expenses, damages, liabilities, losses or judgments to the extent directly arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct consequence of DSL's provision of any services and/or activities described in this Agreement. DSL shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against Dublin or any of its elected officials, officers, employees, or volunteers.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in quadruplicate originals on the day and year here above written.

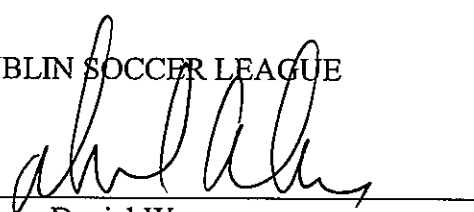
THE CITY OF DUBLIN

By:


Terry Foegler
City Manager

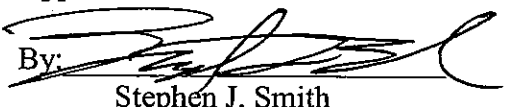
DUBLIN SOCCER LEAGUE

By:


Daniel Wesner
Chairperson

Approved as to form:

By:


Stephen J. Smith
Law Director