



Office of the City Manager
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Memo

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager *MLG*
Date: February 7, 2013
Initiated By: Matt Earman, Director of Recreation Services
Re: Amendment to the Dublin Soccer League and City Agreement

Background

For many years, the Dublin Soccer League (DSL) has been a strong and successful organization providing quality recreation soccer to the Dublin community. The City respects this relationship with DSL as a valued provider of recreational youth sports and has strongly endorsed its programming successes. Due to recent developments within the youth soccer community, staff believes it is important to address certain issues that will continue to support the DSL organization, as well as provide for a safer, more community-based approach to the various levels of play. If adopted, this amendment will supersede the existing agreement between the City and DSL that was adopted in July, 2012, but will not be fully implemented until after the 2013 spring soccer season.

In recent years, there have been multiple changes to the structure of the DSL and parameters put in place to enable the organization to implement its programs and work directly with the various club organizations to accommodate more competitive play. Several challenges continue to emerge with the club organizations that have taken DSL's focus away from recreational play, which is the City's highest priority.

The City has also recognized the Dublin City Schools (DCS) as a valued partner and has sought after opportunities to collaborate on services provided to the community through a shared resources approach. In 2012, the City and DCS entered into a unique partnership to provide the newly formed Community Education Programs being offered through the DCS. For the past several months, the DCS have been developing a "middle tier" youth soccer program as part of its Continuing Education Program, and is prepared to launch this as a new offering to the community this fall. This soccer program will focus on a higher level of league play (above the DSL recreation program), with limited travel to local communities, and at a lower cost than the elite club programs. The DCS expects to also work with the club organizations to ensure the program meets the needs of the community.

If adopted, this amendment will restructure the DSL program to focus solely on the general recreation component of play. This new structure will permit DSL to continue providing this programming independent from influence by the organizations providing higher levels of competition. To meet this objective, DSL will no longer enter into agreements with club organizations, and if adopted, the structure of the board will include only those members who are eligible from the recreation program.

By separating the recreational program from the higher levels of competitive play, the DSL organization will be able to dedicate all of its focus on the success of its general recreation program. When the DCS offers its soccer program this fall, it anticipates partnering with the club organizations to combine its program at the elite level. In the event one of the existing club organizations does not enter into agreements with the DCS, the City will continue to provide field space to the respective organization(s) as field space and resources are available. The DSL will remain the priority for field space and resources.

It is important to note that the DCS program being offered by the schools will open up additional field space at the various schools, above those being offered by the City. It is expected that this may offer the opportunity to reduce the damage to City fields due to over use, and the possibility to host additional supplemental camps and tournaments to the Dublin community through the use of these additional resources.

Additional changes to the DSL agreement will place more stringent requirements for compliance with any legal requirements for operations of its programs. The current agreement only requires background checks for all coaches, volunteers and officials regularly alone with children.

The attached amendment strengthens this requirement to include that any individual, including, but not limited to staff, board members, volunteers and coaches, associated with DSL must be Risk Management approved by the governing or sanctioning body. This would include but not be limited to United States Youth Soccer Association or US Club Soccer. In addition to the disqualifiers contained in the risk management program, this Amendment prohibits the participation of any individual who has been convicted of any criminal offense involving a minor and/or where the minor was the victim. Finally, DSL will 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.

Recommendation

Staff believes that this amendment will solidify the City's desire to provide quality recreational programming for the community by narrowing the focus of the DSL organization to its mission. In addition, this amendment will support City Council and the DCS Board of Education goal to strengthen the partnership between the two entities by enhancing services and maximizing use of resources for the DCS Community Education Program. Finally, this amendment is consistent with this Council's compelling desire to protect children by reducing the risk of harm to those in potentially vulnerable situations.

Staff recommends the approval of Resolution 07-13 at the February 11, 2013 Council meeting. If you have any questions, please contact Matt Earman at 410-4568.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. **07-13** Passed _____, 20____

A RESOLUTION AMENDING THE AGREEMENT BETWEEN THE CITY OF DUBLIN AND THE DUBLIN SOCCER LEAGUE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, on July 2, 2012, Dublin City Council approved an extension to the Agreement ("2012 Agreement") with Dublin Soccer League ("DSL") under which DSL continues to provide general recreational soccer and contracts with third party non-profit providers to provide supplementary competitive programs; and

WHEREAS, in light of the challenges in providing general recreational soccer and overseeing supplementary competitive programs, the City of Dublin ("City") believes that separating the programs will be beneficial to the City and its residents; and

WHEREAS, this amendment will allow DSL to focus solely on the City's highest priority in recreational soccer; and

WHEREAS, it will also allow the City, through its staff, to continue its collaboration with Dublin City Schools in developing supplementary competitive programs; and

WHEREAS, Section (B)(3)(a) of the 2012 Agreement requires background checks for "staff and volunteers regularly alone with children;" and

WHEREAS, the City desires to extend background checks to any and all individuals who participate and/or are involved in any City program in which children participate.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, _____ of its elected members concurring, that:

Section 1. Pursuant to Article X, Dublin City Council hereby approves an Amendment to the 2012 Agreement between the City and DSL, attached hereto as Exhibit "A" and authorizes the City Manager to execute the Amendment.

Section 2. Notwithstanding the effective date of this Amendment, Dublin City Council hereby requires that the background checks be incorporated as soon as practical.

Section 3. Furthermore, Dublin City Council hereby requires that similar background checks be added to any agreement with a third party provider if the services involve the participation of children.

Section 4. This Resolution shall be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2013.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

DECLARATION OF MUTUAL SUPPORT AND AGREEMENT

THIS AGREEMENT ~~is hereby~~, entered into this the ___ day of ____, ~~2012~~2013, 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.

RECITALS

WHEREAS, Dublin recognizes the value of recreational activities for its residents, and has supported and endorsed ~~non-profit~~ 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”~~ general recreation soccer programs for the community; and

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

WHEREAS, Dublin desires to have DSL oversee and administer ~~all~~ a general recreation 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 general recreation soccer activities provided by community volunteers; and

~~WHEREAS, DSL recognizes Dublin’s philosophy that general recreation is Dublin’s highest priority; however, it 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”~~ general recreational soccer programs.

~~B. To foster formalized relations with supplemental non-profit 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.~~

B. ~~C.~~ To surround these programs with such safeguards as to warrant confidence in the integrity and administration of DSL.

- ~~C. D.~~ To protect and promote the interests of the youth and adult participants.
- ~~D. E.~~ To educate participants, especially youth, in proper moral, mental and physical values so that they may become assets to the community.
- ~~E. F.~~ To provide participation opportunities without regard to the race, color, creed, age, or national origin of the player, guardian, coach or official.
- ~~F. 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. ~~DSL shall be required to maintain~~
- ~~1. Maintain~~ its non-profit status and assure continued non-profit status ~~during the entire term of this Agreement.~~
- ~~2. , and maintain~~ ~~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. Establish a School Committee to ensure that the programing offered hereunder is consistent with the programs offered by Dublin City Schools.~~
- ~~6. 7.~~ 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.~~ ~~8.~~ 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 ~~assts~~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. Non-Select Programs~~

- ~~1.~~ ~~a.~~ To provide a full range of general recreation (~~“non-select”~~) soccer programs for Dublin youth of all ages, skills, and abilities, administering these programs ~~consistently~~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 and does not include travel for general league play outside of the Dublin community. 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.~~ ~~b.~~ DSL’s ~~“non-select”~~ programs are intended to be a supplement and complement to ~~those~~the interscholastic programs offered by ~~Dublin City Schools~~school systems. All coaches ~~and others associated with DSL~~within the organization are directed to encourage the participation of their players in Dublin City School’s interscholastic sports programs. No coach ~~or other person associated with DSL~~ shall interfere in any manner with any child’s participation in any Dublin City School’s interscholastic 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.

~~2. Supplemental Programs~~

- ~~a.~~ ~~DSL shall develop and administer supplemental programs (including “middle-tier” and “select”) and/or enter into service agreements with other third party non-profit organizations (collectively referred to as “Organizations”) for the purpose of ensuring programing options beyond what is considered general recreation as set forth herein. In the event that Dublin City School’s offer supplemental programs, those programs should receive priority as Dublin City School’s would be Dublin’s preferred provider.~~
- ~~b.~~ Any Organizations providing services hereunder shall 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. All Organizations shall be required to maintain a non-profit status and assure continued non-profit status during the entire term of any agreement with DSL.~~

- ~~e. DSL shall be prohibited from entering into or renewing any third party agreement until DSL and Dublin have received and reviewed copies of the Organizations' financial status and 501(c)(3) status. Additionally, any sponsorship or any other agreements between the Organizations and any for-profit business are subject to review and approval of DSL.~~
 - ~~d. Any and all Organizations, and their respective agreements, are subject to review and the approval of Dublin, in their sole discretion. If any event occurs which calls into question the financial standing or non-profit status of any of the Organizations, Dublin reserves the right to withdraw its approval and immediately terminate any agreement.~~
3. ~~e. 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. Dublin expressly reserves the right, at their sole discretion, to impose fees for any teams or Organizations players that are not composed primarily, as determined by Dublin, of residents of Dublin or the Dublin School District.~~

3. General Requirements

- 4. a. ~~Assure~~ DSL will assure compliance with any legal requirements for operation of its programs. DSL will assure that any individual, including ~~notification and/or background checks of its staff and volunteers regularly alone with children. Specifically,~~ but not limited to staff, board members, volunteers and coaches, associated with DSL must be Risk Management approved by the governing or sanctioning body as established by Dublin. Such legal requirements include any rules and/or regulations imposed or created by Dublin and such rules and regulations may be amended at any time at Dublin's sole discretion. Governing or sanctioning body would include but not be limited to United States Youth Soccer Association, US Club Soccer and or any other organization approved by Dublin. In addition to the disqualifiers contained in the Risk Management program, the City hereby prohibits the participation of any individual who has been convicted of any criminal offense involving a minor and/or where the minor was the victim. Finally, DSL will 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.
- ~~b.~~ and approved by Dublin. DSL will assume ~~Assume~~ all responsibility for the conduct of its employees, agents, officers, officials, volunteers, or others in the conduct of its programs and activities.
- 5. e. ~~Establish~~ DSL will establish and enforce rules and regulations for conduct of its programs, including the conduct of coaches, parents, participants, volunteers, and officials.
- 6. d. ~~Develop~~ DSL will 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.

- ~~7.~~ ~~e. Maintain~~DSL will 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.
- ~~8.~~ ~~f. Maintain~~DSL will 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, and will provide necessary representation to all Dublin approved organizations providing higher level of competitive play as defined in this Agreement.

C. Field Use, Conditions and/or Requirements

1. Obtain all permits from Dublin necessary for use of playing fields and support facilities. ~~The permits issued by Dublin shall only be applicable to DSL and Organizations that have a valid contract with DSL.~~
- ~~2.~~ ~~Recognizes~~Recognize, 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.~~ ~~3.~~ 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.~~ ~~4.~~ Comply with and communicate Dublin rules and regulations regarding conduct in Dublin parks during periods of DSL use.
- ~~4.~~ ~~5.~~ Meet with designated Dublin representatives on a regular basis to review playing field and park conditions.
- ~~5.~~ ~~6.~~ 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.~~ ~~7.~~ 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.~~ ~~8.~~ 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~~all DSL and other Dublin permitted programs and organizations, 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 ~~the~~ property of Dublin, and will be used by DSL ~~consistently~~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~~
- G. I. EnforceTo enforce the terms of this Agreement.

ARTICLE IV – ORGANIZATION

- A. 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. ~~Members consist of any parent and/or guardian who paid a fee for any child/adult~~

- ~~to participate. To be an active member, the individual must have paid a fee in the current year (year just completed). Voting privileges shall be accorded fee paying members of DSL. The term of the at large representatives 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.~~
 - ~~e. One (1) representative chosen by the School Committee.~~
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.~~ programs of DSL and any conflicts that arise from services provided by DSL.
- ~~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.~~
76. 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.
87. 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 ~~AND MIDDLE TIER~~ SOCCER ~~PROGRAM~~PROGRAMS

“Select” ~~and/or~~ “middle tier” soccer programs are those programs that compete at a higher level of competition, cost and/or travel above the general recreation program, in which volunteer and/or paid professional team coaches are used, and/or 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. DSL may not provide or enter into an Agreement with any organization for the purpose of providing any higher level of competition than the general recreation program offered by DSL. All “select” and “middle tier” soccer programming for the community will be permitted through Dublin or Dublin’s designee. DSL is required to provide all relevant representation required to accommodate and legitimize organizations (including player carding) permitted by Dublin or Dublin’s designee for desired league play, and will provide field scheduling, field preparation and equipment needs as defined in this Agreement.~~

~~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~~This Agreement shall be effective following the conclusion of the spring season in 2013 and shall continue 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 ~~breaches~~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 as provided herein or 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

DUBLIN SOCCER LEAGUE

By: _____
Marsha ~~I~~-Grigsby
City Manager

By: _____
~~Chris Northup~~
Chairperson

Approved as to form:

By: _____

Stephen J. Smith
Law Director

Summary Report:	
Litéra® Change-Pro 7.0.0.343 Document Comparison done on 2/11/2013	
11:22:24 AM	
Style Name: IM Default	
Original DMS: dm://COLUMBUS/4125933/1	
Modified DMS: dm://COLUMBUS/4287226/1	
Changes:	
Add	76
Delete	119
Move From	3
Move To	3
Table Insert	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	201

DECLARATION OF MUTUAL SUPPORT AND AGREEMENT

THIS AGREEMENT, entered into this the ___ day of ____, 2013, 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.

RECITALS

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 general recreation soccer programs for the community; and

WHEREAS, Dublin desires to have DSL oversee and administer a general recreation soccer program; 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 general recreation soccer activities provided by community volunteers; and

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, general recreational soccer programs.
- B. To surround these programs with such safeguards as to warrant confidence in the integrity and administration of DSL.
- C. To protect and promote the interests of the youth and adult participants.
- D. To educate participants, especially youth, in proper moral, mental and physical values so that they may become assets to the community.
- E. To provide participation opportunities without regard to the race, color, creed, age, or national origin of the player, guardian, coach or official.
- F. 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 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 soccer program is defined as a volunteer-based program designed primarily for Dublin residents and Dublin School District residents, and does not include travel for general league play outside of the Dublin community. 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 the interscholastic programs offered by school systems. All coaches within the organization are directed to encourage the participation of their players in Dublin City School's interscholastic sports programs. No coach shall interfere in any manner with any child's participation in any Dublin City School's interscholastic 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. Dublin expressly reserves the right, at their sole discretion, to impose fees for any players that are not residents of Dublin or the Dublin School District.
4. DSL will assure compliance with any legal requirements for operation of its programs. DSL will assure that any individual, including but not limited to staff, board members, volunteers and coaches, associated with DSL must be Risk Management approved by the governing or sanctioning body as established by Dublin. Such legal requirements include any rules and/or regulations imposed or created by Dublin and such rules and regulations may be amended at any time at Dublin's sole discretion. Governing or sanctioning body would include but not be limited to United States Youth Soccer Association, US Club Soccer and or any other organization approved by Dublin. In addition to the disqualifiers contained in the Risk Management program, the City hereby prohibits the participation of any individual who has been convicted of any criminal offense involving a minor and/or where the minor was the victim. Finally, DSL will 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 and approved by Dublin. DSL will assume all responsibility for the conduct of its employees, agents, officers, officials, volunteers, or others in the conduct of its programs and activities.
5. DSL will establish and enforce rules and regulations for conduct of its programs, including the conduct of coaches, parents, participants, volunteers, and officials.
6. DSL will 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.
7. DSL will 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.
8. DSL will 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, and will provide necessary

representation to all Dublin approved organizations providing higher level of competitive play as defined in this Agreement.

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, 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 all DSL and other Dublin permitted programs and organizations, 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. To enforce the terms of this Agreement.

ARTICLE IV – ORGANIZATION

- A. 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.
 - 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.
 - 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.
 - 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 not limited to, the programs of DSL and any conflicts that arise from services provided by DSL.
6. 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. Any and all modifications shall be communicated to the City via an annual report. This annual report shall be submitted to the City no later than October 31st.
7. 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 AND MIDDLE TIER SOCCER PROGRAMS

“Select” and/or “middle tier” soccer programs are those programs that compete at a higher level of competition, cost and/or travel above the general recreation program, in which volunteer and/or paid professional team coaches are used, and/or players are permitted or denied participation based upon an evaluation of the participants’ soccer skills. DSL may not provide or enter into an Agreement with any organization for the purpose of providing any higher level of competition than the general recreation program offered by DSL. All “select” and “middle tier” soccer programming for the community will be permitted through Dublin or Dublin’s designee. DSL is required to provide all relevant representation required to accommodate and legitimize organizations (including player carding) permitted by Dublin or Dublin’s designee for desired league play, and will provide field scheduling, field preparation and equipment needs as defined in this Agreement.

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

This Agreement shall be effective following the conclusion of the spring season in 2013 and shall continue for three (3) years. During each year of the 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 as provided herein or 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 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

DUBLIN SOCCER LEAGUE

By: _____
Marsha Grigsby
City Manager

By: _____
Chairperson

Approved as to form:

By: _____
Stephen J. Smith
Law Director