



MEMORANDUM
OF
UNDERSTANDING
01-01-2024

This Memorandum of Understanding (MOU) defines the relationship between the Columbus Youth Soccer Association (hereinafter, CYSA) and the Columbus Consolidated Government, acting by and through its Department of Parks and Recreation (hereinafter, the City) with respect to and for the purpose of allowing CYSA and the City to each use property owned by the other.

The Woodruff Farm Soccer complex as defined in Appendix A shall be made available to CYSA by The City in return for CYSA equipping, maintaining and managing play on the soccer fields where the parties have come to an agreement about such use and where the facility or property is available, in good condition, and where allowing its use will not be detrimental to the owner of the facility or property.

This MOU does not give either party a property interest in the continued use of a facility or property owned by the other.

The parties to this agreement agree to the following:

A. Indemnification -

The CYSA shall be responsible to all third parties for all losses, injuries or damages resulting from the use by CYSA of property owned by the City, Subject to all defenses and immunities applicable to such claim, CYSA agrees that it will act at its sole cost, risk, and responsibility with respect to all of its employees, agents and / or third parties in its use of the premises owned by the City.

The City does not waive any sovereign, governmental, municipal, or any other immunity provided by federal or Georgia law; Subject to any immunity defense available to the City or CYSA, expressly agree to bear their own costs and liabilities with respect to the injuries or claims causes by the conditions of their premises or the negligence of their respective employees.

This Agreement is expressly intended to preserve any immunity available to either party and does not constitute a waiver of any immunity or defenses available to either party.

B. Facility Fees – Facility fees of \$1.00 or more will be waived by both parties for the common interest of the citizens of Columbus. Costs for medical services, security and transportation will be the responsibility of the party using the facilities.

C. Term of Agreement - This MOU will expire automatically on December 31, 2024. Either party may terminate this MOU at any given time by giving the other party thirty (30) days advance written notice, effective upon transmission by hand delivery or U.S. Postal Service registered mail.

The total obligation of CYSA or the City for calendar year 2023- 2024, the years of execution of the contract, shall be not more than \$1.00.

\$ _____ .00 for calendar year 2024.

The following are properties of facilities to which the terms of the MOU apply.
Woodruff Farm Soccer Complex (Woodruff Farm Road, Columbus, Ga 31907)

CITY RESPONSIBILITIES TO CYSA

1. The City shall maintain the Woodruff Farm Soccer Complex consisting of eleven (11) fields with a dedicated crew for routine maintenance.
2. The City shall pay for the water and electricity at the Woodruff Farm Soccer Complex.
3. The City shall maintain the concession building at the Woodruff Farm Soccer Complex.

CYSA RESPONSIBILITIES TO COLUMBUS PARKS & RECREATION

1. CYSA shall manage and operate all aspects of soccer programming at Woodruff Farm Soccer Complex,
2. CYSA shall provide all soccer equipment for the Woodruff Farm Soccer Complex (i.e., goals, nets, corner flags, etc.)

- 3. CYSA shall maintain liability insurance covering their operations on the premises in an amount and form satisfactory to the City’s Director of Finance and shall provide worker’s compensation insurance for any of its employees as required by Georgia Law.

ENTERED INTO AS OF THE 1ST DAY OF JANUARY, 2024

COLUMBUS CONSOLIDATED GOVERNMENT ASSOCIATION

COLUMBUS YOUTH SOCCER

_____ Date _____

_____ Date _____

City Manager

President

_____ Date _____

Deputy City Manager

_____ Date _____

Director, Parks & Recreation