

Memorandum of Understanding

Representatives of the City of Columbus, including Columbus Recreation and Parks, the Division of Police, and the Division of Water (“City”), have met with representatives of the Upper Arlington High School Crew Team and Dublin Crew (“High School Rowing”) to discuss the future of high school rowing programs on the Griggs Reservoir. The parties have agreed to the following terms and conditions, and agree further that additional discussions and documents will be necessary to clarify and expand on this agreement.

The parties agree that this document and future written agreements will set forth the terms and conditions for the use of the Griggs Reservoir by High School Rowing.

High School Rowing agrees to strictly adhere to all City codes, rules, and regulations, including city codes pertaining to the use of parks and facilities and the waterways code.

The parties agree that there will be a single point of contact (contact person) between each high school rowing organization and the city, and that these individuals will be responsible for ensuring that the terms and conditions of this agreement and all city codes, rules and regulations are complied with. All communications between the parties shall begin with the points of contact, and every effort should be made to use this mechanism for communications.

The City agrees to permit High School Rowing to utilize the Griggs reservoir for rowing practices and related activities, and for regattas and other events by permit, with approval of the City in the manner required for other similar organizations and events. High School Rowing agrees to enter into lease or license agreements and pay fees established by the City that are consistent with other similar programs and events.

The City agrees further to permit High School Rowing to construct and use a fenced area on the east side of the Griggs Reservoir (see Exhibit A) for the storage of boats and as a site for High School Rowing activities (“boat storage facility”). High School Rowing may, at its own expense, construct a fenced area, provided that: 1) the design, construction, and any renovations are approved by all appropriate City agencies, including structural, engineering, and licensing; 2) the construction will maintain the architectural integrity of the area; and 3) the construction will be of such a nature that the area can be restored to at least as good a condition. All construction and maintenance shall be at the expense of the High School Rowing programs.

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In an effort to ensure the safety and security of persons and property, High School Rowing agrees to provide adequate and appropriate adult supervision for all programs, including arrival and departure of participants and during practices, both on the water and on land. On the water, there shall be at least one qualified adult for each 16 rowers, and all appropriate safety measures shall be strictly adhered to. On land, adult supervision shall include, but not be limited to: 1) one adult supervisor assigned to arriving and departing participants, including traffic and parking; 2) one adult supervisor assigned to land workouts; 3) one adult supervisor assigned to the boat storage facility, as necessary; and 4) supervisors are responsible for maintaining control of rowers under their supervision and promptly addressing safety, security, and behavior issues.

The parties recognize that traffic and parking has been an issue of concern, and that every effort should be made to minimize the number of vehicles in the area and ensure strict compliance with all traffic and parking rules. High School Rowing agrees to educate participants to the rules and to provide adequate supervision to ensure compliance.

The parties agree that High School Rowing will limit parking to 30 spaces at the south end of the south shelter house parking lot, with overflow parking at the lots adjacent to the Nottingham Road park entrance (see Exhibit B). High School Rowing will make every effort to car pool participants in order to minimize the number of cars at the site. (Parking will be limited to the spring rowing season ending prior to Memorial Day and the fall season beginning after Labor Day.) The City and High School Rowing will monitor parking and traffic control.

The parties agree to create an oversight committee, consisting of representatives of the City, including Columbus Recreation and Parks, Division of Water, and Division of Police; each high school rowing program, the Greater Columbus Rowing Association, The Ohio State University, and other parties to be agreed upon. The oversight committee will meet quarterly to review all rowing activities and programs, and ensure that the terms and conditions of this and other agreements are satisfied. The oversight committee will explore the development of a permanent mechanism to administer all rowing programs in a uniform and consistent manner. This is particularly important in anticipation of the construction of a new boathouse on the west shore of the Griggs Reservoir. The oversight committee shall be advisory only. The final decision with respect to any disciplinary action will be made by the City. Columbus Recreation and Parks is not required to seek or await review or consideration by the oversight committee before taking any action, including issuing sanctions or other disciplinary action resulting from failure to comply with City codes, rules, and regulations, including city codes pertaining to the use of parks and facilities and to the waterways code, and this agreement

The parties agree to explore the possibility of installing a buoy marker system 100 feet from shore to serve as reference markers for coxswains and rowers and to assist compliance with boating rules.

High School Rowing agrees to ensure the proper disposal of all litter at facilities and on property that it is using, including the boathouse, the area within 100 feet of the boathouse, and designated parking areas. In addition, High School Rowing agrees to conduct a semi-annual cleanup program as a community service, clearing the shoreline of litter and debris.

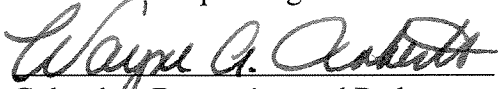
High School Rowing and the City agree to explore the possibility of a community rowing program to foster rowing in the community and develop permanent programs to involve youth from the City of Columbus in rowing. This may be developed in conjunction with the Indian Village Camp program.

High School Rowing agrees that each program will adopt a code of conduct for all participants. Every effort will be made to ensure that each participant understands the code of conduct and all rules and regulations relating to the rowing program. The code of conduct will be signed by each participant and his or her parents. In addition, each rower must sign a code of conduct promulgated by the City, which will include expected behavior and sanctions for failing to abide by the code.

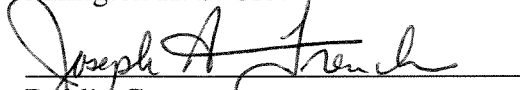
The parties agree that failure to comply with the terms and conditions of this agreement will result in a formal warning, to be sent by certified mail to the designated contact person, outlining the violation and any corrective action to be taken. Subsequent violations of any of the terms and conditions of this agreement may result in a suspension of up to two weeks from any rowing activity on the Griggs Reservoir or adjacent land, or suspension for the balance of the current rowing season, the subsequent rowing season, or longer. Upon written request, disciplinary action may be reconsidered. Any action taken against any individual High School Rowing program as a result of failure to comply with the terms and conditions of this agreement shall be applied to all High School Rowing programs.

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The parties recognize the value and importance of youth rowing to the community and to the participants. To that end, the parties agree to abide by the terms and spirit of this and subsequent agreements.


Columbus Recreation and Parks

Arlington H. S. Crew


Dublin Crew
