

## AGREEMENT

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of North Royalton, being a Municipal Corporation and a political subdivision of the State of Ohio and duly organized and validly existing under the laws of the State (hereinafter referred to as "City"), and Michael Piscitello (hereinafter Piscitello).

WHEREAS, The City Recreation Board is authorized to manage and control organized sports activities in the City, and;

WHEREAS, Presently, the North Royalton Baseball Boosters, who are authorized to act as the agent of the Recreation Board, does not operate a men's softball league and is unable to do so, and;

WHEREAS, The City desires to provide men's softball leagues as a benefit to North Royalton residents, and;

WHEREAS, The City desires to contract with Piscitello to act as agent for and League Director of the North Royalton Men's Softball Leagues, which includes the following leagues: 35 & under, 35 & over, and 50 & over.

Now therefore, in consideration of the mutual promises hereinafter set forth, the parties hereto do hereby agree as follows:

The City hereby approves of the appointment of Piscitello as the League Director of the North Royalton Men's Softball Leagues, which includes the followings leagues: 35 & under, 35 & over, and 50 & over (hereinafter, NRMSBL) and in that capacity he shall have the following duties and responsibilities.

1. The League Director shall be responsible for collecting all fees for the 2010 summer and fall leagues and any authorized tournaments or any other fees generated and collected in connection with the operation of the NRMSBL.
2. The League Director shall be responsible for coordinating all teams and scheduling all games in cooperation and consultation with the North Royalton Recreation Director and the North Royalton Recreation Board.
3. The NRMSBL shall utilize only those softball fields for practices, regular season games, make-up games and/or tournament games at City parks or licensed facilities on specific dates and at specific times agreeable to and through the North Royalton Recreation Director and the North Royalton Recreation Board. All decisions by the North Royalton Recreation Director and the North Royalton Recreation Board shall be final.
4. The League Director will be responsible for registering the leagues with the ISA.
5. No maintenance or improvements will be performed by the League Director. All maintenance will be performed by the City of North Royalton. All proposed improvements will be submitted to the North Royalton Recreation Board for consideration and approval.
6. The City of North Royalton shall be reimbursed for all maintenance.
7. If any proposed capital improvements are approved by the North Royalton Recreation Board, all improvements will be performed by the City of North Royalton.
8. The League Director shall make all reasonable efforts to recruit North Royalton residents as players with a goal of achieving a level where seventy five percent (75%) of all players registered on teams in the NRMSBL are North Royalton residents.
9. All participants of the NRMSBL must complete a registration form and sign an Amateur Athlete Waiver and Release of Liability form. A copy of these records will be submitted to the North Royalton Recreation Board and kept on file in the North Royalton Recreation Department. Failure by any participant to submit these forms properly completed and executed prior to any department rule or time limitation shall render such participant ineligible to participate.
10. A complete list of team sponsors will be provided to the Recreation Board within a reasonable time, not to exceed May 15, 2010 and shall be kept on file in the North Royalton Recreation Department. This list will include business name, business contact, address, and phone number.

11. All league expenses and proposed purchases shall generally be budgeted and approved by the North Royalton Recreation Board. Once a budget is approved, all expenses and purchases shall follow City purchasing guidelines which require a prior requisition and purchase order through the Finance Department. All expenditures shall be paid by check. Any expenditures that are paid in cash, shall have appropriate receipts and shall comply with the requirements of the Finance Director.
12. Any and all funds and or monies received by or collected by the League Director in connection with his duties in the operation of the NRMSBL shall be turned over to the Finance Department on the business day following receipt or within 3 days if said amount is under \$1,000 with proper safeguarding.
13. The League Director's fee shall be \$5,000.00 which shall be included in the budget approved by the North Royalton Recreation Board. Payment of this fee shall be made in installments as approved and authorized in advance by the North Royalton Recreation Board.
14. The Finance Director shall account for all funds collected and disbursed for the 2010 softball season and shall provide timely reports on request of the League Director and monthly reports to the North Royalton Recreation Board prior to the monthly meeting of said board during the duration of the season.
15. At the end of the 2010 softball season, a final accounting shall be submitted to the North Royalton Recreation Board. There shall remain on account for startup the funds to be used the following season a sufficient amount not to exceed \$2,000. Any funds remaining on account beyond the start up funds shall be deposited into the Recreation Capital Improvement Fund #31 for capital improvement purposes.
16. As it is difficult to obtain a replacement for League Director in the middle of a season, it is agreed that Piscitello shall only be entitled to terminate this contract pursuant to force majeure or some event such as employment transfer or serious debilitating illness. The City shall have the right to terminate this agreement in the event that it discovers that Piscitello has failed to comply with the terms and conditions stated above. Notice of any termination must be in writing and may be delivered by regular mail to the other party. The termination shall be effective seven (7) days after written notice has been mailed. Any notice sent or required to be sent by Piscitello to the City shall be delivered to the Finance Director.
17. This is a personal services agreement and shall not be assigned by Piscitello to any other person without the express written consent of the City.
18. This agreement shall be governed under Ohio law.

Wherefore, the parties having mutually agreed upon the terms and conditions set forth herein do hereby set their hands at North Royalton, Ohio on the date specified above.

Signed in the presence of:

City of North Royalton

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Robert A. Stefanik, Mayor

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Karen Fegan, Finance Director

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Michael Piscitello

The above agreement has been approved as to form only.

\_\_\_\_\_  
Thomas A. Kelly, Law Director