

Quail Hollow Volunteer Association Partnership Agreement

This Partnership Agreement is made and entered into this _____ day of _____, 2022, by and between the STARK COUNTY PARK DISTRICT, an Ohio political subdivision, of 5300 Tyner Street NW, Canton, Ohio 44708, hereinafter called "Stark Parks", and the QUAIL HOLLOW VOLUNTEER ASSOCIATION, an Ohio corporation not for profit and qualified under Section 501(c)(3) of the Internal Revenue Code as a charitable organization, of 13480 Congress Lake Ave NE, Hartville, OH 44632, hereinafter called "Volunteer Association" for a term of five (5) years from the above date.

WHEREAS, the land and waters of Quail Hollow State Park (hereinafter "Park") are titled in the name of the State of Ohio, Department of Natural Resources, and managed and maintained by the Division of Parks and Recreation; and

Commented [TH1]: State

WHEREAS, the Park consists of public areas, trails, shelter house, playground, lake, marshland and ponds, and the Manor House, related structures, and gardens; and

WHEREAS, Stark Parks has jurisdiction to manage the Park facilities, under a management agreement between Stark Parks and the Ohio Department of Natural Resources ("ODNR") dated August 8, 2015;

WHEREAS, the mission of Stark Parks is to preserve, manage, and connect natural areas to serve the community through recreation, conservation and education; and

WHEREAS, the mission of the Volunteer Association is to promote and enhance the Quail Hollow Park facilities; to provide services to the community offering opportunities for the public to discover the natural and cultural history of the area; and to encourage historical research of the property, collect, preserve, restore and protect the historic area and legacy of the H.B. Stewart Family; and

WHEREAS, Stark Parks and the Volunteer Association desire to memorialize the understanding that exists regarding (1) the parties' rights to manage and use the Park and related facilities; and (2) donations made to the Volunteer Association as a result of negotiations, support and efforts of Stark Parks, the accounting of such donations, and their ultimate use; and

WHEREAS, it is understood between Stark Parks and the Volunteer Association that the ultimate authority for the use of any such funds for the maintenance, development and growth of the Stark County Park District rests with the Board of Commissioners of the Stark County Park District;

WHEREAS, Stark Park may incur expenses or lose revenue for facility rentals, security, custodial services, administrative support and material costs in support of the Volunteer Association's fundraising events and the parties contemplate working cooperatively to develop plans and strategies to offset such expenses and revenue losses.

WHEREAS, the parties intend that fundraising programs and events held on Park grounds for the benefit of Quail Hollow Park will have the direct costs specific to the event

be allocated between Stark Parks and the Volunteer Association in a mutually agreed upon manner.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

A. "STARK PARKS" agrees to:

1. Meet annually with the Volunteer Association to develop or update an "Operating Plan" that will define the parameters that both organizations will follow for the improvement, maintenance, and operations of the park.
2. Track hours logged by the Volunteer Association in accordance with the Stark Parks Volunteer handbook.
3. Provide adequate space for meetings, offices and storage, reviewable annually as part of the operating plan.
4. Manage and maintain all facilities, property, trails and gardens in accordance with the Quail Hollow Park Master Plan and protect the surrounding historical landscape and gardens; and preserve the 1929 historical design.
5. Manage all facility rentals and reservations including collecting all payments in accordance with the rental rates established by the Board of Commissioners of the Stark County Park District, setting up, and taking down for each rental, and cleaning of the rented spaces.
6. Coordinate all reservations to ensure conflicts in usage do not occur.
7. Conduct public programming at Quail Hollow Park in accordance with a schedule implemented by Stark Parks.
8. Manage the maintenance and repairs of existing facilities and all new projects to leverage both Stark Parks and Volunteer Association funded projects.
9. Provide access (keys & passcodes) to the four elected officers of the Volunteer Association for the purpose of accessing and maintaining the furnishings and fixtures stored in the Manor House until such time as Quail Hollow Park is fully staffed and access can be provided during all park operating hours by Stark Parks staff. Entrance to the facilities must be prescheduled as any normal reservation would be handled.
10. Designate one Stark Parks staff member as the point of contact and liaison with the Volunteer Association.
11. Not make any changes to the Manor House, related buildings, or the surrounding historical landscape and gardens without first discussing and securing Volunteer Association's consent to any such changes.
12. Return upon termination of this Agreement: (a) to the Volunteer Association its archival collection given by the Stewart family; and (b) to the Stark County Historical Society (or other agreed-upon organization) all other items in the Volunteer Association's archival collection.
13. Grant Volunteer Association continuing authority to conduct its fundraising and other events at the Park with Volunteer Association retaining all revenue subject to Stark Parks' rights under Provision B.14 of this Agreement.

Commented [TH2]: endeavor to protect

Commented [TH3]: Such entrance

Commented [TH4]: The Volunteer Association will be made aware of any proposed changes to the facilities and surrounding landscape for their review and comment prior to implementation by Stark Parks.

Commented [TH5]: If the Volunteer Association absolves, the archival collection given by the Stewart family shall go to the Stark County Historical Society (or other agreed-upon organization) with the understanding the intent is for the materials to remain at the Manor House for the enjoyment of the general public.

B. "Volunteer Association" agrees to:

1. Meet annually with Stark Parks to develop or update the operating plan for said year.
2. Log all hours worked on behalf of Stark Parks in accordance with the Stark Parks Volunteer Handbook.
3. Provide volunteer goals (hours, projects, and donations) annually to Stark Parks and communicate progress toward these goals with Stark Parks staff.
4. Meet with Stark Parks to plan budgets and needs for any current or future programs and events held for the benefit of Quail Hollow Park prior to their approval. Budgets and revenue for fundraising programs and events will be allocated in a mutually agreed upon manner on an event-by-event basis.
5. Clean, maintain, and secure, in a reasonable, safe condition any meeting rooms, offices and storage space(s) provided by the operating plan and as agreed upon in the Annual Operating Plan.
6. Clean, maintain, and secure in a reasonable manner the Manor House in preparation for the house touring season and as agreed upon in the Annual Operating Plan.
7. Provide continued support to Stark Parks in the common interest of understanding the communal value of the historic Stewart Manor House by providing and maintaining period furnishings and their associated rooms to present its history to the community as agreed upon in the annual operating plan.
8. Provide continued support to the Stark Parks House Tour Program to include planning for budgets and needs as agreed upon in the annual operating plan.
9. Assist in the research, archiving and sharing of historic information concerning Quail Hollow Park and the Stewart family as agreed upon in the annual operating plan.
10. Provide Stark Parks with an updated inventory annually of all equipment and material owned by the Volunteer Association.
11. Uphold the general labor and maintenance of the historic "Rock Garden" area of Quail Hollow Park and as agreed upon in the Annual Operating Plan. Needs beyond general labor and maintenance will require coordination with Stark Parks and will be agreed upon in the annual operating plan. Stark Parks reserves the right to make changes to the scope of the gardens due to operational, financial, or other considerations while taking its historic registration and importance into account. Before these changes are effective, the parties shall agree to an adjustment of the Annual Operating Plan to account for any increase in labor or maintenance expenses.
12. Utilize the Stark Parks forms and processes to reserve meeting rooms and plan programs and events with the understanding that rentals of the facility take precedence over general meetings.
13. Submit all maintenance, repair, restoration and expansion of facilities projects requests and recommendations to Stark Parks for review and approval with

the understanding Stark Parks will act as the project manager for all such projects including oversight of any bids and/or contracts required to complete such projects and reserves the right to grant final approval for such to projects to proceed based on being in conformance with the Master Plan and sufficient funds being available to complete and maintain said projects. This provision excludes any projects for repairs and replacement of Volunteers Association owned property and equipment, including historic furnishings, office equipment and supplies.

14. To pay to Stark Parks two percent (2%) of the total of all retail sales (sales commission) to wit all food, beverage, and gift shop sales conducted at the Park. The Volunteer Association shall furnish Stark Parks quarterly revenue statements and payment, in such form as approved by Stark Parks, showing all income for the preceding quarter, by the fifteenth (15th) day of each month following the quarter, i.e: April, July, October and January 15th. Any cash donation boxes should be placed inside the Gift Shop or at the Visitors Center and counted with any daily sales reports. The following events shall be excluded from B.14 and the Volunteer Association shall have no obligation to pay to Stark Parks any amount of the total sales: any fundraising events held off-site, not at the Park and staffed solely by volunteers affiliated with the Volunteer Association.
15. The parties shall jointly cooperate in conducting events at the Park. The parties shall agree to split equally all net proceeds in excess of costs incurred by either party.
16. Upon Stark Parks' reasonable request and subject to Volunteer Associations' sole and unfettered discretion, grant to Stark Parks a limited right to reproduce, distribute, and use in whole or in part any submitted material, data, or report prepared as a consequence of this Agreement. No report, document, or other material produced in whole or in part as a consequence of this Agreement shall be subject to copyright by Stark Parks in the United States or any other country. Stark Parks and its employees relinquish any and all copyrights and/or privileges to the data developed under this agreement to Volunteer Association.

Commented [TH6]: The Volunteer Association and Stark Parks shall jointly cooperate in conducting events at the Park. The parties shall agree to use the proceeds of a joint event to cover the costs of the event in accordance to the approved event budget. Any funds in excess shall be utilized in a project agreed upon in advance by both parties (i.e.: ADA parking or similar approved project).

Commented [TH7]: Grant Stark Parks unrestricted authority to reproduce, distribute, and use in whole or in part any submitted material, data, or report prepared as a consequence of this Agreement. No report, document, or other material produced in whole or in part as a consequence of this agreement shall be subject to copyright by the Volunteer Association in the United States or any other country. The Volunteer Association and its officers relinquish any and all copyrights and/or privileges to the data developed under this Agreement to Stark Parks. This provision excludes educational material (i.e. Quail Hollow Historical publications) researched and created by the Volunteer Association for the benefit of Quail Hollow Park.

C. Both Parties Agree:

1. All operations by either party under this agreement shall be conducted solely at its own risk. ~~Each party shall take proper and reasonable safeguards to prevent any and all injuries or damage to employees and property of the other party, to the public and to any other person, property, material or thing, and each party shall be responsible for any and all damage or injury occurring on or about the Properties resulting from its operations under this agreement. Each party shall assume, pay and at all times indemnify, protect and save harmless other party its agents and employees, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising from or out of any~~

~~occurrence in, upon, or at the Properties under this agreement occasioned wholly or in part by any act or omission of the other party, its agents, contractors, employees, servants or lessees. In case one party shall, without fault on its part, be made a party to any litigation commenced by or against the other party, then the party against whom the litigation was originally commenced shall protect and hold the other party harmless and shall pay all costs and expenses incurred or paid by the other party in connection with such litigation.~~

Commented [TH8]: The parks is not able to indemnify per Ohio Attorney General's Opinion 1999-049 .

2. Upon breach of this Agreement, the breaching party shall also pay costs and expenses that may be incurred or paid by the non-breaching party in enforcing the covenants and provisions of this agreement.
3. Each party shall at all times during the term of this agreement maintain or cause to be maintained in full force and effect comprehensive general public liability insurance with a financially responsible insurance company or companies, covering its respective building or buildings thereon and its operations. Such insurance shall have, at a minimum, a combined single limit of not less than three hundred thousand dollars (\$300,000.00).
4. Each party shall furnish to the other party a memorandum copy of the insurance policy for the coverage required in this Section. All instruments purchased by each party to satisfy the insurance requirements stated hereinabove shall carry the requirement that the other party shall be notified in writing, sixty (60) days prior to cancellation of any coverages for any reason.
5. The parties shall agree to utilized best forestry management practices, subject to appropriate public health, safety, and welfare considerations, regarding the timber in the Park.

D. Management and Operation:

~~Volunteer Association shall be responsible for the day to day management and operation of the park facilities, subject to any other provision of this Agreement to the contrary. Volunteer Association shall have the authority to make expenditures up to \$1,000 without the need to consult with Stark Parks.~~

Commented [TH9]: This clause will need removed. Stark Parks is responsible for day-to-day management of the park.

E. No Rent

~~The Volunteer Association shall not be obligated to pay any rent or other expense other than as specifically identified herein.~~

Commented [TH10]: The Volunteer Association shall not be obligated to pay any rent for the use of the property for any activity that has been approved and scheduled with Stark Parks.

F. Initial Term and Renewal, Subject to Cancellation

This Agreement shall have an initial term ending December 31, 2027. The Agreement shall continue after the initial term for successive one-year periods ending December 31 (each a "Renewal Term") unless either party shall give notice of non-renewal to the other party at least 30 days prior to the end of the Initial Term or any Renewal Term.

G. Termination

1. If either Party fails to perform any obligation to be performed by it, the other party may terminate this Agreement on TEN (10) days' written notice to the breaching party. If during said time, the breach is not cured, then the Agreement shall be terminated at the expiration of the notice.
2. This Agreement may also be terminated by either party at any time by giving 30 days' written notice to the other party.

H. Notice

Any notice herein provided may be served by registered mail and shall be deemed served when deposited in the U.S. Mail Postage Prepaid. Notices to Volunteer Association shall be addressed to Bradley L. Vincent, bradleyvincent394@gmail.com. Notices to Stark Parks shall be addressed to _____.

I. Entire Agreement

This is the exclusive record of the parties' Agreement. The parties intend the terms and conditions of this Agreement to constitute the final complete exclusive and completely integrated terms and conditions to which they intend to be bound and they do not intend to be bound by any other agreements, promises, conditions or representations, written or oral, of any kind or nature, including without limitation, any trade usage or course of dealing which the parties hereby intend to be negated. No oral modification. This Agreement may not be amended except by a writing signed by the parties.

J. Governing Law

Any and all matters of dispute between the parties to this Agreement shall be governed by Ohio law.

K. Waiver

Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision or of the same provision in the future.

L. Authorization

The parties to this Agreement represent that they possess the full authority to execute this document and to be bound by its terms, and furthermore , Stark Parks represents that it has secured all necessary authority required from the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Partnership Agreement to be executed by their duly authorized officers as of the day and year first above written.

STARK COUNTY PARK DISTRICT

By: _____

Daniel J Moeglin, Executive Director

Quail Hollow Volunteer Association

By: _____

Bradley Vincent, President

Approved as to legal form and sufficiency:

William F. Morris
Counsel for Stark County Park District