

AGREEMENT

This Agreement is a contract, made and entered into this 16 day of March, 2017, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Little Axe Youth Sports Association, a non-profit organization, hereinafter called the Association.

WITNESSETH:

WHEREAS, the City is the owner of public property in Cleveland County, Oklahoma, known as Little Axe baseball/softball fields located at the Little Axe Community Center grounds.

WHEREAS, the City recognizes that the said baseball/softball fields shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City.

WHEREAS, the Association desires to occupy and use a certain area of the Little Axe Community Center grounds for the purpose of providing a baseball/softball program for the use and benefit of its members, the youth of Norman, and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to the Association to use, for the purpose stated, the following described property, to-wit:

Those parts of the Little Axe Community Center grounds which have been developed and are known as the Little Axe ball fields.

To have and to hold for a term three (3) years from the date of the execution of this lease, or until such time as this lease may be terminated as provided herein, which ever date occurs first.

(2) The Association agrees to pay to the City for such rights and privilege the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st day of March each year of this Agreement.

(3) It is agreed between the parties hereto that the purpose of operating the Association is to provide practice and playing fields, to hold and arrange Little Axe baseball/softball leagues, games and tournaments for the youth of Norman and the general public.

It is understood and agreed that the Association has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(4) The City shall be allowed to appoint one person to attend all meetings of the Board of Directors of the Association. The City appointee shall effectively serve as City advisor to the Association in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and the Association.

(5) The Association agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by the Association's use of said right and privilege or that of its agents or employees; provided, however, that the Association shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to the Association prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect the Association, and the Association shall have the right to compromise and defend the same to the extent of its own interest.

The Association shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with the Association's use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and the Association shall furnish a certificate to the effect that such insurance shall not be changed or canceled without ten (10) days prior notice to the City, said notice shall be written and shall be given by the Association, to wit:

- (A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.
- (B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.
- (6) (A) The Association agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by the Association, its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will provide a sanitation dumpster at the park for the Association's and the City's use.
- (B) The Association shall perform all maintenance duties and activities described in the attached exhibit A.
- (C) The Association shall be responsible for stocking, cleaning and maintaining the restrooms.
- (D) The Association agrees to apply adequate water, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.
- (E) The City shall perform maintenance duties and activities described in the attached exhibit B.

- (7) A. The Association shall schedule and monitor how the premises are used. This contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of the Association. The Association's enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.
- B. The Association may charge an admission charge for sanctioned league games, tournament games or for any other sanctioned Association event if deemed appropriate or necessary by the Association. All proceeds from the operation of the Little Axe complex shall be used solely for the purpose of the operating, maintaining and improving the complex and for the benefit of the youth participating in the program.
- C. The Association shall supply an annual report to the Norman Parks and Recreation Department and the Norman City Council prior to January 1st of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a daily basis. All detailed records associated with the program shall be made available for review within ten days by the Association, upon request from the City of Norman. The annual report shall also include the following:
1. Narrative of all league and tournament activity
  2. Organization mission statement and goals
  3. All league and tournament fee structure
  4. Number of games, teams, players, tournaments and scholarships
  5. Age of participants
  6. Breakdown of expenditures by category (equipment, labor, supplies, capital, etc.)
  7. Disclosure of all commission, refunds and rebates to the organization
  8. Program beginning and ending fund balance
  9. Annual program budget including revenues, m & o and capital costs
  10. Current record of officers including who can authorize expenditures
  11. Names of those responsible for maintaining books and records.
  12. A copy of incorporation documents and non-profits certification.
- D. The Association shall provide an overall schedule to the Parks and Recreation Director, or his designee, of regular season play, as well as dates of tournaments and other sanctioned events.
- E. The Association shall provide to the Parks and Recreation Department an estimated budget prior to the spring and fall seasons. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital improvements.

- F. The Association agrees that all sub-contractors agreements shall be designed to be financially beneficial to the Association and that a copy of all such agreements shall be provided to the City upon request.
  - G. The Association agrees that no officer or member of the Association shall be allowed a commission, refund or rebate of any kind relative the program or this contract.
  - H. The Association agrees to maintain all financial records associated with this program for a period of seven years. These financial records shall be maintained in such detail to account for gross receipts and expenditures for all significant organization activities. Financial recording systems shall be reviewed and approved by the City's Finance Department for the purpose of maintaining a minimum accounting standard acceptable to both parties.
- (8) It is further understood and agreed between the parties that the rights and privileges granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Little Axe ball fields in the Little Axe Community Center grounds, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.
- (9) The Association agrees that no structure of any nature shall be erected by the Association upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Director of any proposed construction and approval, in writing, has been given by said director, and any permanent structure approved by the City becomes property of the City upon termination of this contract.
- (10) The Association agrees to pay 100% of all electrical costs for the use of Little Axe ball field and concession complex. Payment shall be made not less than one time per year. Time of payment or payments shall be mutually agreed by both parties.
- (11) It is understood that the facilities governed by this agreement are public facilities and that the Association shall be responsible to reserve Little Axe ball fields when available for public use, or for adult Little Axe teams desiring to schedule games or tournaments.
- (12) It is understood that the Association may charge a light fee to any group which, during its reservation, is requesting light usage. However, the accessed fee shall not exceed the City's charge for the use of ballfield lights. The Association shall be responsible for activating and deactivating any and all light usage at the Little Axe ball fields. The current City fee to be charged is \$25 for the first two hours and \$10 an hour for each additional hour.
- (13) A. It is understood that the Association will have full rights in operating the existing concession building and that any and all revenues made from the concession operation will be returned to the Association's program. An annual financial report will be delivered to the City of Norman Board of Parks Commissioners at the completion of each season. Said report shall indicate all revenues and expenditures of the Association.

- B. The Association shall maintain the highest practicable standards of sanitation and shall meet or exceed all applicable Federal, State and Local standards governing food handlers. All necessary permits and/or licenses to engage in the subject business shall be acquired by the Association and maintained through the duration of this agreement.
- C. The Association shall be responsible for daily cleanliness and sanitation of all connecting areas designated for the consumption of concession products. Designated areas shall be kept in a clean, sanitary manner throughout the hours of operation. In addition, the entire concession area shall be cleaned and secured at the end of each day.
- D. The City shall have the right to inspect the Association's facilities and operation at any time and as often as is necessary in the judgment of the City. If as the result of such inspection any unacceptable conditions are found, the City shall give seventy-two (72) hours notification in writing, within which time it shall be the Association's duty to make such corrections. The City shall have the option, at its discretion, of either (a) making the corrections itself with reimbursement to be made by the Association, or (b) immediately terminating this agreement.
- E. The Association shall neither stock nor sell any alcoholic beverages of any description, to include 3.2 beer. No beer, wine, or alcoholic beverages shall be permitted on the premises by the Association, regardless of the means by which it reached said premises.
- F. The Association shall be wholly and solely responsible for the Association's agents, servants, and employees, and shall furnish such Worker's Compensation, Unemployment or other insurance coverage as may be required by applicable law. The Association hereby expressly agrees to indemnify and hold harmless the City as against any claims of any nature whatsoever which may arise out of the Association's operation or management of said operation or the conduct of the Association or his agents, servants, and employees.
- G. The Association shall procure and maintain a good and sufficient liability insurance policy covering any losses or injuries which occur as the result of act or omissions by the Association or the Association's agents, servants, or employees while at Little Axe Ball Fields. Such insurance shall not exclude losses or injuries resulting from the preparation, handling, storage, supply or delivery of products designed for human consumption and shall be in an amount as required by the Oklahoma Governmental Tort Claims Act, (\$25,000 for claims for property damage, \$125,000 for a claim arising out of a single act, incident or occurrence, & \$1,000,000 for all claims arising out of a single occurrence or incident). The Association expressly agrees to indemnify and hold harmless the City from any liability for and against any claim arising out of the preparation, handling, storage, supply, or delivery of products designed for human consumption. This contract shall not be deemed to be in force and effect until such time as the liability insurance policy required hereunder has been received and approved by the City, notwithstanding anything else herein to the contrary.

(15) It is further agreed that the City shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any of the provisions of the contract. Prior to such cancellation the Association shall be afforded a hearing before the Board of Parks Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the mailing or delivery of notice of cancellation to the Association. Any such notice shall be mailed or delivered to such officer of the Association or other person as designated by the Association, and the Association agrees to inform the City immediately after its annual election the names of its officers for the ensuing year and the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be delivered to the Director of Parks and Recreation of the City of Norman.

(16) In the event this contract is canceled, for any reason, the Association shall have the right to remove any movable non-permanent improvements and/or structures placed upon the property by the Association within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(17) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose for which the premises were dedicated. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(18) The Association agrees further that it will not deny membership in such Association to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by the Association without prior written consent of the City of Norman.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

LITTLE AXE YOUTH SPORTS ASSOCIATION

ATTEST:

BY   
President

  
Secretary-Treasurer

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of March, 2017, personally appeared Corey Klover to me known to be the



EXHIBIT A

RESPONSIBILITIES OF  
LITTLE AXE YOUTH SPORTS ASSOCIATION

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.
2. Mowing baseball/softball fields.
3. Maintain infields including watering.
4. Insure that all teams have proper safety equipment to participate in the program in a safe manner.
5. Maintain any existing watering system and monitor for leaks, if applicable.
6. Pick up trash on a daily basis in complex and common areas around playing fields including picnic and parking areas adjacent to fields during league season.
7. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.
8. Provide necessary repairs including painting to bleachers and player's benches.
9. Apply adequate water to field areas.
10. Pay the electrical cost of Little Axe ball fields.
11. Work with the Little Axe High School Athletic Director and the City Representative in scheduling of the ball fields for Little Axe School softball games and practices during their season, if needed.



EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)

1. Mowing on non-playing areas.
2. Major fencing repairs and maintenance not caused by Lessee negligence.
3. Lighting repairs and maintenance.
4. Application of weed killer to fence rows.
5. Fertilizing outfields at least twice per year during the growing season.