

AGREEMENT

This Agreement is a contract, made and entered into this ____ day of _____, 2019, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Adult Sports Association, Inc., a non-profit corporation, hereinafter called "Association"

WITNESSETH:

WHEREAS, the City is the owner of public property in Cleveland County, Oklahoma, known as Reaves Park Softball Complex located in Reaves Park.

WHEREAS, the City recognizes that the said Reaves Park Softball Complex shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City.

WHEREAS Association desires to occupy and use a certain area of Reaves Park for the purpose of providing adult sports including softball and flag football programs for the use and benefit of its members 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 Association to use, for the purpose stated, the following described property, to-wit:

Those parts of the Reaves Park which have been developed and are known as the Reaves Park Softball Complex, as shown on the drawing which is attached hereto and made a part hereof.

To have and to hold for a term of one (1) year from the date of the execution of this lease. Thereafter, this Agreement shall automatically renew on the anniversary of the Effective Date for a successive Term of equal duration upon the same general terms and conditions contained in this Agreement, or until such time as this lease may be terminated as provided herein, which ever date occurs first.

(2) 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) The Association agrees to pay the portion of the metered electrical cost set forth below for the use of Reaves Park softball fields. Payment shall be made to the City within thirty (30) days from date of invoice.

- Year 1: 20% of the electric bill
- Year 2: 40% of the electric bill (assuming contract renewal)
- Year 3: 60% of the electric bill (assuming contract renewal)
- Year 4: 80% of the electric bill (assuming contract renewal)
- Year 5: 100% of the electric bill (assuming contract renewal)

(4) 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 adult softball and flag football leagues and tournaments primarily for the adults of Norman.

It is understood and agreed that 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.

(5) The City shall 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.

(6) 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 cancelled 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.
- (7) Maintenance of Property
- (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 Associations, its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will provide sanitation dumpsters at the park for the Associations and the City's use.
 - (B) The Association shall perform all maintenance duties and activities described in the attached exhibit A.
 - (C) 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.

- (D) The Association agrees to maintain the existing irrigation system at its' own expense and agrees to return said system to the City in as good working condition as received at such time as this lease is terminated by either party.
- (E) The City agrees to mow the playing surfaces at Reaves Park at rate of once per week if weather allows. The association agrees to take over mowing of playing surfaces once they are fiscally sound to do so.
- (F) The City shall perform maintenance duties and activities described in the attached exhibit B.

(8) Events on Property

A. The Association shall schedule and periodically monitor how the premises are used. The Association shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. The Association shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that 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 any sanctioned tournament game or for any other sanctioned Association event only after prior approval of the charge has been given by the City Parks and Recreation Department.
- C. Unless previously agreed by the City, all tournament proceeds shall be made payable to the Association as tournament hosts, if other than the Association, shall be required to submit expenditure receipts to the Association for any proceeds derived by a tournament at the Reaves Park softball facility. Said tournament proceeds may only be used for the purpose of benefiting the participants in the Association programs. No other receipts shall be acceptable.

(9) Recordkeeping and Reporting

- (A) The Association shall supply an annual report to the City Parks and Recreation Department at the end of their annual activities. Documentation of concession receipts and disbursements shall be kept on a daily basis. All detailed records shall be made available by the Association upon request from the City of Norman.

1. Narrative of all softball or flag football 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 revenues and expenditures by category
7. Disclosure of all commissions, refunds and rebates to the organization
8. Association's beginning and ending fund balance
9. Annual Association budget including revenue, maintenance and operating and capital costs
10. Current record of officers including who can authorize expenditures
11. Names of those responsible for maintaining books and records

- (B) The Association shall provide an overall schedule to the Parks and Recreation Department of regular season play, as well as dates of tournaments and other sanctioned events.
- (C) 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.

(10) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Reaves Park Softball Complex located in Reaves Park, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(11) 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.

(12) It is further understood that the facilities governed by this agreement are public facilities and that the Association shall be responsible to reserve Reaves Park Softball Complex when available for public use.

(13) It is further understood that the facilities governed by this agreement are public facilities and that the Association shall be responsible for third party leases of Reaves Park baseball/softball complex when available for public use.

(14) 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 Reaves Park Softball Complex.

(14) Termination

- (A) 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 Park 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 personas 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 the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Director of the City of Norman.
 - (B) In the event this contract is cancelled, 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.
 - (C) 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.
- (15) The Association agrees further that it will not deny membership in such 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, said consent not to be unreasonably withheld.

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

NORMAN ADULT SPORTS ASSOCIATION

BY: [Signature]
President

Before me, the undersigned, a Notary Public in and for said County and State, this 7th day of February, 2019, personally appeared James Maunger to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



[Signature]
Notary Public

My Commission Expires:
June 14, 2022

CITY OF NORMAN

Approved as to form and legality this _____ day of _____ 2019.

City Attorney

ATTEST:

BY _____
Mayor

City Clerk

EXHIBIT A

RESPONSIBILITIES OF NORMAN AMATEUR SOFTBALL FOUNDATION

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.
2. Provide necessary repairs and maintenance to the irrigation system on fields one through six.
3. Pick up trash on a daily basis in complex and common areas around playing fields including parking area adjacent to fields.
4. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.
5. Provide necessary repairs including painting to bleachers and player's benches.
6. Apply adequate water to field areas.
7. Make available and maintain existing restrooms at the softball complex including winterization of concessions.
8. Pay 20% in year 1, 40% in year 2, 60% in year 3, 80% in year 4, 100% in year 5, and each year after, of the electrical cost of Reaves Park Softball Complex as provided for in section 10 of this agreement.
9. Operation of all concession areas shall be satisfactory to all applicable health standards.
10. Provide an open softball adult tournament for the public on July 4th every year in conjunction with the City of Norman's Independence Day Celebration.

EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)

1. Major fencing repairs and maintenance not caused by Lessee negligence.
2. Lighting repairs and maintenance.
3. Application of weed killer to fence rows.
4. Winterization of restrooms.
5. Provide necessary repairs to existing irrigation system for any damage caused by City.
6. Mowing outfields and non playing areas approximately once per week during the growing season.