

AGREEMENT

This Agreement is a contract, made and entered into this _____ day of _____, 2020 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Little Axe Youth Sports Association, a non-profit corporation, hereinafter called "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 ballfields.

To have and to hold for a term of one (1) year from the date of the execution of this lease. Thereafter, and subject to appropriation, this Agreement shall automatically renew on the anniversary of the Effective Date for as many as four successive Terms 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, whichever 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) The Association agrees to pay 100% of all electrical costs for the use of the Little Axe ballfield and concession complex. Payment shall be made not less than one time per year. The time of payment or payments shall be mutually agreed upon by both parties.

(4) It is agreed between the parties hereto that the purpose of operating such a Baseball/Softball Association is to provide practice and playing fields, baseball/softball facilities and equipment in Norman for youth baseball/softball, to hold and arrange for baseball/softball leagues, matches and competitions for the youth of Norman, and also to provide supervised instruction and training for beginners of the sport of both baseball and softball. 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.

(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 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 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 agrees to apply adequate fertilizer, to be provided by the Association, and 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 proper working condition at such time as this lease is terminated by either party.
 - (E) The Association shall be responsible for stocking, cleaning and maintaining the restrooms.
 - (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 may charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. 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 baseball or softball event only after prior approval of the charge has been given by the City of Norman Parks and Recreation Department.
 - (C) Unless previously agreed by the City and the Association, all tournament proceeds shall be made payable to the Association. Third party tournament hosts shall be required to submit expenditure receipts to the Association for any proceeds derived by a tournament at the Little Axe Park baseball or softball facilities. Said tournament proceeds may only be used for the purpose of

benefiting the youth of Norman or those participating in the program. No other receipts shall be acceptable. Third party tournament organizers shall meet the same financial and tax reporting guidelines required of the Association by the City.

- (D) The Association agrees to provide concession operations for all league and tournament games.
 - (E) 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.
 - (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 to the Little Axe baseball/softball programs or this contract.
 - (H) It is further agreed that should the City receive a third party request to use the facilities the Association shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by the Association.
 - (I) It is understood that the Association may charge a light fee to any group which, during its lease, is requesting light usage. However, the assessed fee shall not exceed the City's then current fee for the use of ball field lights. The Association shall be responsible for activating and deactivating any and all light usage at the Little Axe Park Baseball and Softball Complex. It is also understood that the Association may charge additional fees in an amount to recover any maintenance expense which might be incurred by the Association. The Association agrees that all fees charged to third party agreements shall be applied consistently.
- (9) Recordkeeping and Reporting.
- (A) The Association shall supply an annual report to the City 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 baseball/softball programs 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 baseball/softball 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 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.

(C) The Association agrees to maintain all financial records associated with baseball/softball for a period of seven years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant organization activity. The financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.

(D) Proceeds from the operation of the Little Axe Park baseball/softball complex shall be used for the operation, maintenance and improvement of the complex. The City of Norman Parks and Recreation Department shall review and report to Council annually that all necessary maintenance and improvements have been made to the complex.

(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 Little Axe Park, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(11) The Association agrees that no permanent structure of any nature shall be constructed by the Association upon any area used under this contract until detailed plans have been submitted

to the Parks and Recreation Department of any proposed construction and approval, in writing, has been given by said department, 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 for third party leases of Little Axe Park baseball/softball complex when available for public use.

(13) Notice. Any notice provided pursuant to this Contract shall be mailed or delivered to such officer of the Association or other person as designated by the Association. 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 directed to the Director of the Parks and Recreation Department of the City of Norman.

(14) Termination.

(A) Either party shall have the right to cancel this contract for any reasons provided thirty (30) days written notice is provided to the Association. If the City is cancelling the contract, prior to the proposed effective date of cancellation, the Association shall be afforded a hearing before the Board of Park Commissioners, if requested. The results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract

(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 provided or donated entirely 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.

(14) 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, 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.

LITTLE AXE YOUTH SPORTS ASSOCIATION

BY: [Signature]
President

Before me, the undersigned, a Notary Public in and for said County and State, this 11th day of March, 2020, personally appeared Jason Rosentfelt 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: 6-14-2022

CITY OF NORMAN

Approved as to form and legality this 17th day of March, 2020

[Signature]
City Attorney

By: _____
Mayor

ATTEST:

City Clerk

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. Ensure 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 the 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 the 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.