

AGREEMENT

This Agreement is a contract, made and entered into this 14th day of August, 2013, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Optimist Club a non-profit corporation, hereinafter called "N.O.C."

WITNESSETH:

WHEREAS, the City is the lessee of public property in Cleveland County, Oklahoma, known as Reaves Park baseball complex located in Reaves Park.

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

WHEREAS, N. O. C. desires to occupy and use a certain area of the Reaves Park and Griffin Park for the purpose of providing baseball and football programs 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 N.O.C. to use, manage and operate for the purpose stated, the following described property, to-wit:

Those parts of Reaves Park which have been developed and are known as the Reaves Park baseball complex and those parts of Griffin Park known as athletic fields 17, 18, 19, 20, 23 and 24, as shown on the drawings which are attached hereto and made a part hereof.

It is understood that use of the Griffin Park fields described above shall be from September through November, for the purpose of providing football practice facilities.

To have and to hold for a term of three (3) years from the date of the execution of this lease, with the option to renew the contract upon agreement by both parties for an additional three (3) years. The contract may be terminated at any time in accordance with the provisions herein.

(2) N. O. C. 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.

(3) It is agreed between the parties hereto that the purpose of this agreement is for N. O. C. to provide practice and playing fields, to hold and arrange youth baseball leagues, games and competitions for boys ages nine (9) years and older and youth football leagues, games and competitions for youth in grades K through sixth (6th).

It is understood and agreed that N. O. C. has adopted safety rules and regulations, copies of which are 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 N.O.C. football and baseball subcommittees. The City appointee shall effectively serve as City advisor to the N. O. C. 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 N.O.C.

(5) N. O. C. 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 N. O. C.'s use of said right and privilege or that of its agents or employees; provided, however, that N. O. C. shall not be liable for injury, damage or loss occasioned by the negligence of the City, its agents or employees; and provided further that the City shall give to N. O. C. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect N. O. C., and N. O. C. shall have the right to compromise and defend the same to the extent of its own interest.

N. O. C. shall, at its own expense, keep in force insurance of the following types, naming the City as additional 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 N. O. C.'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 negligence and N. O. C. 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 N. O. C., to wit:

- (A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.
 - (B) Provide liability insurance for both personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.
- (6) (A) N. O. C. 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 trash, of every kind, deposited upon said ground by N. O. C., its members or patrons trash each day at its own expense. The City will provide sanitation dumpsters at the parks for the N. O. C.'s and the City's use at no charge to N.O.C.
- (B) N. O. C. shall perform all maintenance duties and activities described in the attached exhibit A.
 - (C) N. O. C. agrees to apply adequate water at the Reaves Park complex, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.

- (D) N. O. C. agrees to maintain the existing irrigation system at Reaves Park 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. City agrees that irrigation system shall be in proper working order at the time this contract becomes effective.
- (E) The City shall perform maintenance duties and activities described in the attached exhibit B.
- (7)
 - A. N. O. C. 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 N. O. C. N. O. C.'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. N. O. C. may charge an admission charge for sanctioned league games, tournament games or for any other sanctioned N. O. C. event if deemed appropriate or necessary by N.O.C.
 - C. Unless previously agreed by the City and N.O.C., all tournament proceeds shall be made payable to N.O.C. Third party tournament hosts shall be required to submit expenditure receipts to N.O.C. for any proceeds derived by a tournament at the Reaves Park facility. 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 N.O.C. by the City.
 - D. N.O.C. agrees to provide concession operations for all league and tournament games.
 - E. N.O.C. agrees that all designated parking areas provided for in the agreement shall not be used by N.O.C. at any time during the Medieval Fair unless otherwise agreed to by the city.
 - F. N. O. C. shall supply an annual report for each program 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 bi-weekly basis. All detailed records associated with each program shall be made available for review within ten days by N.O.C., 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 revenues by category (equipment, labor, supplies, capital, etc)
 7. Disclosure of all commission, refunds and rebates to the organization
 8. Beginning and ending fund balances
 9. Annual budgets 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-profit certification
- G. N. O. C. 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.
- H. N. O.C. 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.
- I. N.O.C. agrees that all sub contractors agreements shall be designed to be financially beneficial to N.O.C. and that a copy of all such agreements shall be provided to the City upon request.
- J. N.O.C. agrees that no officer or member of N.O.C. shall be allowed a commission, refund or rebate of any kind relative to the Reaves Park baseball or football program or this contract.
- K. N.O.C. agrees to maintain all financial records associated with baseball and football 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 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.
- L. Proceeds from the operation of the Reaves Park Complex shall be used for the operation, maintenance and improvement of the Complex. After the necessary operating expenses, maintenance and improvements have been made, any balance remaining may be used for other Optimist programs benefiting the youth of Norman. 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. Any improvements made with funds from the complex are to remain as part of the complex.

(8) 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 and Griffin Park complexes, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(9) N. O. C. agrees that no permanent structure of any nature shall be constructed by N. O. C. 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.

(10) N. O. C. agrees to pay one hundred percent (100%) of all electric costs used by N.O.C. at Reaves and Griffin Parks. 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 further understood that the facilities governed by this agreement are public facilities and that N. O. C. shall be responsible for third party leases of said facilities when available for public use.

(12) It is further agreed that should the City receive a third party request to use the facilities N.O.C. shall make a reasonable effort to accommodate said request, said approval not to be unreasonably withheld by N.O.C.

(13) It is understood that N. O. C. 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 ballfield lights. N. O. C. shall be responsible for activating and deactivating any and all light usage at the Reaves and Griffin Park facilities. It is also understood that N.O.C. may charge additional fees in an amount to recover any maintenance expense which might be incurred by N.O.C. N.O.C. agrees that all fees charged to third party agreements shall be applied consistently.

(14) It is further agreed that both parties shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any violation of the provisions of the contract. Should it be determined that a default has occurred in the contract, the party in the fault shall have thirty (30) days from the date of notice to cure said default. Prior to such cancellation, N. O. C. 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 delivery of notice of cancellation. Any such notice shall be delivered to the president of N. O. C. or other person as designated by the N. O. C., and the N. O. C. agrees to post on their website within ten (10) days after its annual election the names of its officers for the ensuing year the addresses to which such notice may be delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Department of the City of Norman.

(15) In the event this contract is canceled, for any reason, N. O. C. shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by the N. O. C. 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.

(16) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose other than baseball or football. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

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

This Agreement shall not be assigned by N. O. C. without prior written consent of the City of Norman, said consent not to be unreasonably withheld.

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

NORMAN OPTIMIST CLUB

BY [Signature]

President

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of August, 2013, personally appeared Clay Speer to me known to be the identical person who executed the foregoing, and acknowledge to me that 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

Notary Public [Signature]

My Commission Expires: July 14, 2014



Approved as to form and legality this 20th day of August, 2013.

[Signature]

City Attorney

CITY OF NORMAN

BY _____

Mayor

ATTEST:

City Clerk

EXHIBIT A
RESPONSIBILITIES OF NORMAN OPTIMIST CLUB AT REAVES PARK

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.
2. Maintain infields including watering.
3. Require that all teams have proper equipment to participate in the program in a safe manner.
4. Maintain the irrigation system of all fields.
5. Pick up trash on a daily basis in complex and common areas around playing fields including parking area adjacent to fields during program use.
6. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.
7. Provide necessary repairs including painting to bleachers and player's benches.
8. Apply adequate water to field areas.
9. Pay the electrical cost as provided herein.
10. It is the responsibility of Norman Optimist Club, Inc. to make reasonable efforts to insure that any player wanting to play baseball or football who registers by the deadline will be placed on a team. If more players register than is reasonable for team rosters, players will be wait-listed or refused based on latest date of registration.
11. Provide all necessary restroom and building maintenance for restroom facility and indoor practice facility at Reaves Park baseball complex.
12. Turn off electrical breakers to all scoreboards on a daily basis.

RESPONSIBILITIES OF NORMAN OPTIMIST CLUB AT GRIFFIN PARK

1. Pay the electric cost as provided herein.
2. Remove all trash on a daily basis following N.O.C.'s use of said facilities.

EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY) AT REAVES PARK

1. Mowing infields and outfields and 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 and infields at least twice per year.
6. Till designated areas in off season, once each year.
7. When possible, provide or make available specialty equipment, owned by the City, for proper field maintenance.
8. Winterize plumbing in the concession building following season completion notice by N.O.C.
9. Maintain 4" main trunk line which feeds sprinkler system.
10. Install safety netting provided by N.O.C. above spectator area for field safety.
11. Remove safety netting at the conclusion of the baseball season.

**RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)
AT GRIFFIN PARK**

1. Provide initial cutting and painting of yard lines on outfields for football practice areas.
2. Mowing and all field maintenance.
3. Allow access to restroom facilities during the week.
4. Provide working lights for practices.