

OWASSO GIRLS SOFTBALL ASSOCIATION MANAGEMENT USER AGREEMENT

The City of Owasso is dedicated to promoting and maintaining the highest quality and enjoyable youth sports experience for players, parents, and coaches. Our mission is to teach the fundamentals of the game in a positive and safe environment with a strong focus on moral conduct, sportsmanship, and teamwork. The league strives to build self-esteem in young athletes to improve their abilities as players, but moreover as conscientious citizens.

The parties to this Agreement shall be the City of Owasso, Oklahoma, a municipal corporation, (“the City”) and Owasso Girls Softball Association (“OGSA”).

1. USER LICENSE: The City hereby grants a User License to OGSA for the **administration and management of softball activities and for the use and maintenance of softball fields #1, #2, #3, #4, #5, and #6** at the Owasso Sports Park located 10320 E 116th St N, Owasso, Oklahoma. In consideration for such User License, OGSA hereby agrees to the provisions of this Agreement. This Agreement may be terminated at any time by the City if OGSA materially breaches the terms of this Agreement.
2. BOARD OF DIRECTORS: OGSA will be governed by a volunteer Board of Directors focused on the oversight of the association.
 - A. Board members shall not let their personal interests interfere with the decisions they make as directors. All officers and directors will sign an agreement that provides an “arms length” relationship with any vendor doing business with the organization. No officer or director shall be a vendor of products or services to the organization.
 - B. Officers of the board must be nominated and elected for a two (2) year term.
 - C. Officers of the board may only serve for one (1) term.
 - D. Staggered election of 50% of the officers will take place annually.
3. PERSONNEL: OGSA shall provide its own referees, umpires, and other necessary personnel.
4. SCHEDULE: OGSA shall submit a written schedule of the times and dates of all recreational league and tournament softball games and practices to the City **PRIOR** to the beginning of the softball season. Schedule changes shall be submitted to the City and placed on its website at least one (1) day before the scheduled game or practice.
5. WEBSITE: OGSA shall create and maintain a website providing current information to the public. The website shall be updated as necessary throughout the year to contain accurate and timely information.
 - A. Included will be Owasso youth softball recreational and tournament information.
 - B. OGSA will showcase “Buy Owasso” on their website and all appropriate marketing materials as well as list things to do in Owasso.
 - C. OGSA agrees further to encourage its teams, tournament teams, and their families to utilize Owasso businesses by including a page with headings that list:
 1. Hotels
 2. Restaurants
 3. Local Businesses
 - D. Website will include a list of vendors identifying business address.

6. USER LEASE FEE: OGSA shall make improvements and invest a minimum of 5% of gross income in the softball facilities in lieu of lease fees. Inspections of facilities and improvements will be conducted quarterly with City staff. Documentation verifying improvement investments will be submitted before September 30th, December 31st, March 31st, and June 30th. Detailed documentation should include type of improvement, improvement cost, and benefit of improvement. Documentation should also include receipts and/or invoices. Failure to timely remit documentation shall be a material breach of this Agreement and may result in termination of the Agreement by the City.
7. CONCESSION: OGSA may provide concessions during softball league season and at all tournaments at the softball fields at the Owasso Sports Park.
8. TOURNAMENT SCHEDULES: Tournament schedules shall be provided to the City by OGSA **PRIOR** to the beginning of the softball season. There will be no limitation on the number of players participating in the league.
9. PLAYER FEES: OGSA shall not change its current player fees for the duration of this Agreement without 60 days notice and approval from the City. A current fee schedule will be submitted to the City upon execution of agreement. Scholarships shall be provided by OGSA to players who meet that organization's criteria for financial hardship and need. OGSA shall annually provide to the City a list of all league and tournament player fees as well as the number of scholarships awarded by OGSA for that year.
10. ANNUAL FINANCIAL REPORTS: OGSA will be a registered Oklahoma not-for-profit organization and comply with all IRS reports and forms applicable to their organization. OGSA shall provide an annual financial report or third party audit to the City detailing the organization's revenues, expenses and disbursements for that year. In addition, OGSA agrees to provide other financial documents as requested by the City's Finance Department staff. All financial documents, records, and detailed accounts of financial operations shall be open to the City's Finance Department for review and/or audit with reasonable notice given that such review or audit will occur. Failure by OGSA to provide annual financial reports in compliance with the provisions within this section shall constitute a material breach of the contract and may result in termination of the Agreement.
11. TERM: This Agreement shall become effective on the 8 day of February, 2013 for a period of two (2) years.
12. GENERAL MAINTENANCE: OGSA shall be responsible for all routine maintenance and repairs of softball fields, bleachers, concession areas and any other facilities utilized during the softball season at the designated softball fields #1 through #6 at the Owasso Sports Complex with no charge to the City. OGSA shall also be responsible for the general clean-up and collection of trash and debris in and around all softball fields at the end of the last game each day and parking lots before the beginning of the first game on the following day.
13. MAINTENANCE STANDARDS: OGSA agrees to maintain the high quality of playing surfaces on all softball fields at Owasso Sports Park in good working order sufficient to ensure safety of the players, spectators, coaches, managers and all other officials and personnel at all times.

- A. Each softball field, as often as is needed, will have dirt added, will be sprayed for weeds, will be aerated and fertilized, will have dirt lips and buildups removed, and will be mowed and swept.
- B. Current conditions of fields do not comply with desired maintenance standards. The following conditions must be improved within the duration of this contract in the following areas:
 - 1. Establish and maintain complete turf coverage within the playing field fences except for the areas intended to remain dirt.
 - 2. Playing surfaces will be kept uniform and level to allow for proper drainage and player safety. All soil areas will be maintained with a quality soil. Regular field maintenance will be performed in such a way to avoid lip or ridge formation resulting from loose dirt being dragged or pushed into grass areas.
 - 3. OGSA will mow all softball fields and grass areas inside of the softball fields and surrounding area. Mowing heights will be maintained between $\frac{3}{4}$ inches and $2 \frac{1}{2}$ inches depending on season and variety of grass.
 - 4. Edging should be performed on a regular basis as needed to provide consistent edges and lines.
 - 5. Outfield fences will be kept free of any thatch that might impede drainage.
 - 6. OGSA agrees to provide a long term maintenance program to the City for approval.

14. INSPECTION: All softball facilities will be in good working order on the date this contract becomes effective and will be inspected by both the City and OGSA before this Agreement shall be executed. The City retains the right to enter upon the softball fields and facilities at any time for inspection, maintenance, repairs or any other purpose related to this Agreement. The City will have the softball fields and facilities inspected quarterly for the duration of this contract year by an inspector possessing the requisite abilities, experience and technology to determine whether or not the softball fields and facilities are being maintained by OGSA in compliance with the specified maintenance standards. A written report detailing the results of each inspection shall be provided to the City and OGSA by the person performing the inspection. In the event any softball fields or facilities are not in compliance with the maintenance standards specified by this Agreement, the City shall provide an additional written Notice of Noncompliance to OGSA within five (5) business days from the date the inspection report is received by the City. The Notice of Noncompliance will state the specific nature and extent of each area of noncompliance and shall require OGSA to remedy the violation and become compliant in each area within a reasonable period of time to be negotiated with the OGSA but ultimately decided by the City. Failure to do so shall be a material breach of this Agreement and may result in termination of the Agreement by the City.

15. IMPROVEMENTS OR EMERGENCY REPAIRS: The softball fields and facilities at Owasso Sports Park shall at all times remain the property of the City and no improvements or structures may be built upon the fields or facilities without written permission from the City. The City shall be responsible for all major repairs necessary at the Owasso Sports Park including, but not limited to, rest rooms, plumbing, parking lots, and general electrical issues.

16. RESTROOMS: The west most restroom facility will be considered the softball restrooms. OGSA may rekey locks to the west most restroom's breezeway, which contains the supplies, and if so shall provide a key to the City for its use. Keys to the west most restroom's breezeway shall not be provided to other parties without the approval of OGSA and City. OGSA will provide ample restroom supplies for the softball restrooms at the Owasso Sports Park. OGSA will stock and clean the softball facility restrooms prior to each softball game, including when both league and tournament play is scheduled to be played. If the restrooms are utilized by another party, that party will be responsible for cleaning and restocking the restroom supplies.
17. INSURANCE: OGSA shall maintain general liability insurance covering the premises and activities of the softball facilities and program at the Owasso Sports Park in an amount not less than Two Million Dollars (\$2,000,000) and shall name the City as a co-insured. A copy of the policy shall be provided to the City Manager of the City of Owasso at the time this Agreement is executed. OGSA shall maintain the required insurance with an insurer carrying a Best's "A" or equivalent rating that is licensed and admitted to write and issue insurance policies in the State of Oklahoma.
18. INDEMNIFICATION: As partial consideration for this Agreement, OGSA agrees to indemnify, defend (at the City's option), and hold harmless the City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of OGSA, its competitors, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted uses of the fields and facilities, any injury or damage that occurs on or about the fields or facilities relating to softball activities, or OGSA's performance or failure to perform the terms and conditions of this Agreement. OGSA shall promptly notify the City of any serious injuries occurring on the fields or facilities and of any claim asserted by any individual.
19. LAWS: This Agreement shall be governed by the laws of the State of Oklahoma. Exclusive jurisdiction and venue for any action relating to this Agreement shall be solely in the District Court of Tulsa County, Oklahoma.
20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, or other communications between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions herein, and the provisions of this Agreement are intended to be and shall be deemed severable.
21. This agreement shall be implemented and enforced as written and may be amended only by written agreement between both parties, with final approval by the Owasso City Council.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date set forth below.

Executed the 8 day of January, 2013.

CITY OF OWASSO:


Doug Bonebrake, Mayor

Attest:


Sherry Bishop
City Clerk



Approved as to Form:


Julie Lombardi
City Attorney and General Counsel

OWASSO GIRLS SOFTBALL ASSOCIATION:

