

**MEMBERSHIP AGREEMENT
BETWEEN
Move United
AND
The City of Oklahoma City (Chapter)**

I. INTRODUCTION

This Membership Agreement (MA) between Move United and The City of Oklahoma City, is an agreement outlining the terms and details of the relationship established with the Move United Membership Network.

II. DEFINITION & PURPOSE

The Move United Membership Network is made up of organizations that provide or support local, regional, and/or national sports programming to athletes with disabilities. Member organizations have access to a variety of direct and ancillary benefits that enhance their programs and foster the continued growth of adaptive sports programming nation-wide.

III. MEMBERSHIP SERVICES

CHAPTER will have access to the following exclusive benefits:

National Leadership

Opportunity to be a part of a national voice on matters central to the adaptive sports movement

Grant Program

Eligibility to apply for 100% of grant opportunities in support of programs, training/education, and equipment. Move United distributes an average of \$2.5 million annually to its member network through the Grant Program

**In order to be eligible for grant funding through Move United Grant Program, applicants must be tax-exempt (i.e. 501c3 or a government entity to receive funding)*

Insurance Program

Access to affordable group Commercial General Liability insurance, Directors & Officers and Employment Practices Liability insurance for qualifying organizations

Training & Education

Discounted training and education opportunities, athlete protection, sport training and webinars through the training & education program

Partnerships

Join a national network of more than 200 member organizations, big and small. **CHAPTER** is given priority access to relationships with corporate, federal and national partners with respect to engagement and sponsorship opportunities, as well as adaptive sports subject matter experts/trainers.

Marketing & Promotions

Ability to submit articles and announcements about your activities in Move United's national publication, Move United Magazine (circulation of over 40,000). Access to free subscriptions for your members.

Promote your programs, events and employment opportunities through Move United's website and social media outlets (157,000 unique website visitors each year, 24,000 Facebook followers and 13,000 Instagram followers)

Resource Library

Access to exclusive online templates, best practices, guidelines, and policies

Member Discounts

Access to exclusive discounts on products and services

Event Discounts**Safe Sport Discount****IV. MEMBER CONSENTS**

CHAPTER must comply with the following to remain in good standing.

Member Dues

CHAPTER is responsible for annual membership dues of three hundred fifty (\$350) dollars.

Offer or support direct sports programming to athletes with permanent disabilities in a safe and accessible environment

Implement athlete protection protocols, training, screening, and qualifications of instructors/coaches/volunteers

State of Incorporation Registration

CHAPTER must be incorporated as a municipality or corporation and, if applicable, maintain current registration as a charity in their state of incorporation and the state where their business headquarters are located, if they are not the same

Tax Exempt Status

CHAPTER must maintain tax exempt status in order to be considered in good standing (i.e. 501(c)(3) non-profit, recognition as a government entity)

Proof of Insurance

CHAPTER must provide evidence of self-insurance consistent with the limits of the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., “Tort Claims Act”), as it may be amended. The City of Oklahoma City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Move United, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Tort Claims Act, as it may be amended.

Sound Financial Practices

File annual returns with the IRS (i.e. Form 990, 990-EZ or 990-N), as applicable

Comply with Move United’s Sport Protection Policy

Demonstrate all current athlete protection policies and procedures; if none exist, commit to development and implementation of such policies and procedures with assistance from Move United

Comply with Move United’s Code of Conduct

CHAPTER agrees to comply with the Move United Code of Conduct for each event that they take part in. This must also be reflected in the policies and practices of member organizations.

Contact Updates

Contact Move United’s Member Services Manager to notify them of any changes in leadership staff via email or Contact Update Form (i.e. Executive Director, Program Director, Board President, etc.)

Logo Compliance

CHAPTER may display the “Member of” logo, pursuant to the Logo Style Guide. Logo may not be altered

V. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations in relation to this agreement are:

Move United
451 Hungerford Dr, Ste 608
Rockville MD 20850
Dana Dodge
Member Services Manager
ddodge@moveunitedsport.org
(240) 268-1246

The City of Oklahoma City
Parks & Recreation Dept.
420 West Main Street, STE 210
Oklahoma City, OK 73102
Recreation Manager
okcparks@okc.gov
(405) 297-3882

Such Principal Contacts may be changed in writing from time to time by their respective representatives.

VI. EFFECTIVE DATES AND AMENDMENTS

This Membership Agreement (MA) shall be effective from July 1, 2024 until June 30, 2025.

The MA may be renewed at the end of this period by mutual written agreement by both Parties.

The individuals signing this MA on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MA shall have been duly executed by the entity each represents.

VII. FISCAL INDEPENDENCE

Move United is not financially responsible for **CHAPTER** and shall not incur any financial obligation for or to **CHAPTER**.

VIII. NON-DISCRIMINATION CLAUSE

Move United prohibits discrimination in the recruitment and provision of services on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. This must also be reflected in the policies and practices of our member organizations.

IX. INQUIRY PROCESS

Move United has a mechanism by which to respond to public feedback on members and will follow up accordingly. Adverse feedback may result in an inquiry to ensure that standards are being met. Reports will be kept confidential to the extent possible.

X. DUE DILIGENCE

Move United may request copies of documents to ensure that The City of Oklahoma City meets the criteria of a chapter as it relates to the standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: proof of state of incorporation registration, IRS determination letter, insurance, a certificate of insurance naming Move United as an Additional Insured, annual IRS filing, and/or official name change. The Principal Contact agrees to notify Move United immediately of any change in The City of Oklahoma City's status or operations.

XI. TERMINATION OF AGREEMENT

CHAPTER shall abide by the requirements outlined in this Agreement. Move United may terminate this Agreement if The City of Oklahoma City fails to meet the outlined responsibilities and is therefore not in good standing. Move United will provide **CHAPTER** with 30 days to meet the specified terms prior to the effective date of termination.

ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners.

SIGNATURE PAGE TO FOLLOW

APPROVED by Move United this 19 day of April, 2024.

Dana Dodge

Move United Authorized Agent

APPROVED by the Council of The City of Oklahoma City this 21ST day
of MAY, 2024.

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Jill Burnett
Assistant Municipal Counselor