

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as set forth below between The City of Oklahoma City (City) and Latinas Unidas (Group).

WITNESS:

WHEREAS, the City provides a variety of parks and recreational venues and services for the use and enjoyment of the public; and

WHEREAS, the mission of the City's Parks and Recreation Department (OKC Parks) is to provide cultural, social, and recreational experiences to our community so they can have the opportunity to cultivate wellness and enjoy a healthy lifestyle; and

WHEREAS, previously, Group rented space at the Johnnie L. Williams Municipal Gymnasium in Red Andrews Park, located at 720 Northwest 8th Street (Site, see Attachment A, incorporated herein), to offer adult basketball activities; and

WHEREAS, Group seeks this MOU to conduct an adult basketball league (League) at the Site; and

WHEREAS, the City and Group wish to enter into this MOU to document the terms of their agreement for the League.

NOW THEREFORE, the parties agree:

1. PURPOSE

The City and Group hereby enter into this MOU to establish a framework to implement the League. Unless stated elsewhere herein, each party shall perform its responsibilities under this MOU at its own expense.

2. TERM

- A. This MOU shall be effective when approved by the City. Consistent with the requirements of Subsection 4.A., it shall authorize Group to use the Site beginning on the first Friday after the MOU is approved by the City Council and continuing on Fridays only through January 20, 2023, unless terminated earlier, as provided for in Sections 7 and 8.
- B. Upon mutual consent of the City and Group, this MOU may be renewed for one (1) additional, ten-week (10-week) term, for a total of two (2) terms. If so, the parties' authorized agents shall mutually agree on the dates for the renewal term. Such agreement shall not be unreasonably withheld.

3. LIAISONS

The parties shall each designate at least one (1) representative to coordinate MOU-related issues and serve as liaisons between the parties. The liaisons shall exchange contact information as soon as is feasible before the League begins.

4. PRIMARY MOU TERMS

- A. This MOU shall allow Group to use the Site from 7:30 p.m. – 10:30 p.m. Central Time on Fridays only during the MOU term, as described in Section 2. However, due to holiday closures, Group shall not be allowed to use the Site on November 11, 2022; November 25, 2022; or December 23, 2022.
- B. Group shall encourage participation in the League by Oklahoma City residents.
- C. The League shall consist of organized, competitive basketball games for adult women. No minors shall act as volunteers or participants under this MOU.
- D. Group shall ensure that all League activities are conducted within the scheduled times listed in Subsection 4.A. This includes, but is not limited to, setup, game play, and post-game cleanup.
- E. If Group wishes to adjust the League's schedule, as referenced in Subsection 4.A., it shall contact the City's authorized agent(s) at least three (3) calendar days in advance. The League schedule may be adjusted by mutual agreement of the parties. Such agreement shall not be unreasonably withheld if the venue is available as requested and the change would not unreasonably interfere with the City's operation or programming of the Site, as determined by the City's authorized agent(s). The City shall not be liable for any cost Group incurs due to such changes.
- F. Group shall be responsible for League operation and management. This includes, but is not limited to, registrations; scheduling; providing game officials and team uniforms (as applicable), and League-related communications to participants.
- G. Group or its participants shall be responsible for their own coaching and League expenses. These shall include, but are not limited to, uniforms, registration, and travel costs.
- H. Group may charge fees for League registration. However, such fees shall be reasonable and not exceed market tolerance. Group shall be entitled to keep all related proceeds.
- I. Group shall not charge fees for general admission to the Site or for on-Site parking.
- J. Group shall not provide or allow concession or merchandise sales at the Site. Only water shall be allowed within the Site.

- K. The City shall assign one (1) staff member for each League session to provide facility oversight.
- L. As consideration, Group shall pay the City seven hundred and fifty dollars (\$750). This includes seventy-five dollars (\$75) per League session for facility rental and staff costs, for ten (10) sessions total. Such payment shall be due on the effective date of this MOU. If the parties renew this MOU, Group shall pay the City an additional seven hundred and fifty dollars (\$750), in advance, for the renewal session.
- M. Group may solicit League sponsorships. However, they must be approved by the City's authorized agent(s). Such approval shall not be unreasonably withheld if the sponsorships are not inconsistent with OKC Parks' mission, as determined by the City's authorized agent(s). Any use by Group's sponsors of the City seal, or the OKC Parks icon, shall be approved by the City's authorized agent(s).
- N. Group may modify the League's scope or elements. However, any modifications shall be consistent with the League objectives, as identified in Subsection 4.C.

5. CITY RESPONSIBILITIES

In addition to its responsibilities described elsewhere in this MOU, the City shall:

- A. Facilitate Group's conduct of the League.
- B. Ensure that the Site is properly maintained and suitable for League play, consistent with OKC Parks' standards, as determined by the City's authorized agent(s).
- C. Provide required custodial and maintenance supplies and services at the Site.
- D. Provide electricity, water, and other utilities needed at the Site.
- E. Provide overall Site management. This shall include, but is not limited to, opening and closing the venue on an established schedule; making needed repairs; ensuring maximum occupancy numbers are not exceeded; enforcing general facility rules; etc.
- F. At its option, help Group advertise or promote the League. Such efforts shall be consistent with the requirements of Subsection 6.C.
- G. Invoice Group for payment of the MOU fee listed in Subsection 4.L.
- H. Maintain appropriate MOU documentation, consistent with its purview.
- I. Regularly communicate with Group about MOU-related issues.

6. GROUP RESPONSIBILITIES

In addition to its responsibilities described elsewhere in this MOU, Group shall:

- A. Coordinate with the City's authorized agent(s) to conduct the League.
- B. Provide scorekeeping and game-clock management for each League contest, using its own equipment and personnel. Group shall not use Site's scoreboard or game clock without approval of the City's authorized agent(s). In addition, Group shall post game results, and maintain League rosters and standings, using its established methods.
- C. Advertise or promote the League. Such efforts shall be consistent with the OKC Parks Brand Standard, as determined by the City's authorized agent(s). Any items using the City seal, or the OKC Parks brand, shall be approved by the City's authorized agent(s) before public use. All marketing efforts shall be designed to ensure mutually beneficial results. However, the City's authorized agent(s) reserve the right to modify any content. Any League advertising or promotion done by Group before this MOU is approved by the City shall be at Group's risk.
- D. Cooperate with the City's authorized agent(s) in overall Site management. This shall include, but is not limited to, taking reasonable steps to ensure that League participants and spectators comply with facility rules; do not damage City property; and do not loiter in adjacent parking lots or neighborhoods.
- E. Provide any trophies, or other recognition items, for League participants.
- F. Timely pay the MOU fee to the City, as described in Subsection 4.L.
- G. Maintain appropriate MOU documentation, consistent with its purview.
- H. Regularly communicate with the City about MOU-related issues.

7. TERMINATION FOR CAUSE

- A. If Group does not fulfill its requirements under this MOU, the City may give it written notice to correct such default within five (5) calendar days. If Group does not do so, the City may terminate this MOU immediately without cost or liability. However, if Group has made substantial progress toward correcting the default within the written-notice period, it shall have a reasonable time to fully correct such default.

CONTINUED ON THE NEXT PAGE

- B. Consistent with the requirements of Subsection 7.A., if, during any League activities, the City's authorized agent(s) determine, in good faith, that Group has allowed a condition at the Site that poses a significant danger to persons or property, they may declare Group to be in breach and terminate this MOU without cost or liability. However, if, upon such notice, Group demonstrates an ability to promptly correct the situation, it shall have a reasonable opportunity to do so before the City terminates this MOU.
- C. The City may waive any MOU breach. However, that shall not constitute a continuing waiver of such breach, or similar breaches. Also, the City may later require Group to comply with any previously waived MOU breach.

8. TERMINATION WITHOUT CAUSE

Either party may terminate this MOU, for any reason and without cost or liability, upon fourteen (14) calendar days' written notice to the other party. If the City terminates this MOU as provided for in this Section, it shall issue Group a pro-rated refund of the MOU fee for any League sessions not completed before notice of termination is given. Refunds shall be processed according to City policy. It may take up to eight (8) weeks for Group to receive applicable refunds.

9. COMPLETE AGREEMENT

This MOU contains all terms agreed to by the parties. Neither party shall be bound by any statement or representation that does not conform to this MOU.

10. GOVERNING LAW

This MOU shall be governed by, and construed according to, Oklahoma law.

11. REPRESENTATIONS

Group warrants that it can fulfill its obligations under this MOU and that its signatory can bind it under the MOU terms.

12. AMENDMENT

This MOU may be amended by written agreement of the parties.

13. ASSIGNMENT

This MOU shall not be assigned without written approval of the City.

14. COMPLIANCE WITH LAWS

The parties shall comply with applicable laws, rules, regulations, guidelines, and policies.

15. NO JOINT VENTURE

This MOU shall not create a joint venture, or agency or employment relationship, between the City and Group, or among their agents, volunteers, participants, or spectators.

16. NON-DISCRIMINATION

Group shall not discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation, gender identity, or gender expression); national origin; ancestry; or disability as defined by the Americans with Disabilities Act, as it may be amended; in furnishing services, privileges, activities, or employment opportunities under this MOU. Nothing in this Section shall prohibit Group from establishing categories for participation based on the age, gender, or skill level of the participants.

17. NOTICES

A. Official communications to the City regarding this MOU shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
420 W. Main, Suite 210
Oklahoma City, OK 73102
okcparks@okc.gov
(405) 297-3882

and

The City of Oklahoma City
City Clerk's Office
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov
(405) 297-2391

B. Official communications to Group regarding this MOU shall be send to:

Latinas Unidas
c/o Rita Cordova
2120 Southwest 19th Street
Bethany, OK 73108
sergiocastanedam1@gmail.com
(405) 370-4708

or to such persons and addresses as the parties later designate in writing.

18. CITY DESIGNEE

The City Manager of the City or designee (City Manager) is authorized to exercise any right or duty of the City under this MOU.

19. SECTION HEADINGS

The Section headings of this MOU are for convenience only and shall not affect its meaning or interpretation. The parties acknowledge that their signatories were able to fully review all MOU terms before signing. This MOU shall not be construed in favor of (or against) either party based on who drafted it.

20. AVAILABLE RESOURCES

The City and Group shall fulfill their responsibilities under this MOU based on available resources, as determined by their authorized agents.

21. INDEMNIFICATION

- A. Group shall release, defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any property damage or loss, for any injury or death, and for any claims or liability arising from any activity under this MOU. This provision shall survive the expiration or termination of this MOU, not be limited by any other MOU provision, and be binding upon Group's representatives, successors, and assigns.
- B. The City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Group, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

22. INSURANCE

- A. Group shall provide a comprehensive general liability insurance policy sufficient to meet the City's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the MOU term. Group shall pay required insurance premiums or deductibles.
- B. Group's insurance policy shall name the City as additional insured. Group shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' prior, written notice to the City by certified mail using the contact information contained in Subsection 17.A.

- C. Group shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- D. Consistent with the requirements of this Section, Group shall provide the City's authorized agent(s) with a Certificate of Insurance before this MOU is docketed for City Council action. (See Attachment B, incorporated herein.)

23. RELEASES

- A. Group shall ensure that, before performing any League activities, all adult volunteers and participants sign an Acknowledgment and General Release (Release, see Attachment C, incorporated herein).
- B. Group shall maintain copies of all Releases required under this Section and provide them to the City's authorized agent(s) upon request. Group's paid League personnel need not submit Releases.

24. RESCHEDULING OR CANCELLATION

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Group from conducting any League activities, the parties shall notify each other's liaisons as soon as is feasible. If either party, acting in good faith, elects to postpone or cancel all or part of any League activities, as provided for under this Section, it shall do so in writing (by email, text, or otherwise). In such case, the City and Group may reschedule any League activity upon mutual consent, which shall not be unreasonably withheld. However, such League activity must be conducted within seven (7) calendar days after the originally scheduled completion date. Rescheduling or cancellation of any League activity due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City.
- B. As used in this Section, an emergency or unforeseen circumstance shall include, but is not limited to, a declaration of a state of emergency by a federal, state, or local jurisdiction that substantially impacts the League or prevents Group from conducting the League.

25. FINANCIAL RECORDS

- A. Group shall establish and maintain an accounting system, consistent with generally accepted accounting practices, that enables the City's authorized agent(s) to readily identify Group's League-related revenue and expenses.
- B. The City's authorized agent(s) shall have the right, but not the duty, to audit, examine, or copy the records required under Subsection 25.A. upon ten (10) calendar days' notice to Group. Such audit, examination, or copying shall be performed at a time and place mutually agreeable to the parties. That agreement shall not be unreasonably withheld.

26. CONFLICT OF INTEREST

No officer or agent of the City shall have any financial interest, directly or indirectly, in this MOU. Group shall promptly notify the City's authorized agent(s) of any known, or potential, conflict of interest involving any City officer or agent.

27. PARKING

- A. This MOU does not grant Group exclusive use of the Site's parking lot for League activities. The Site's parking lot shall be available to Group on equal terms with other park users. Group shall not prohibit or discourage lawful use of the Site's parking lot by others.
- B. Group shall take reasonable steps to ensure that League participants and attendees do not park on unpaved areas on or adjacent to the Site. This shall include, but is not limited to, informing League participants and attendees of the parking restrictions and, if necessary, notifying the City's Police Department of parking violations.
- C. Group shall take reasonable steps to ensure that parking by League participants and attendees does not unreasonably interfere with traffic flow, or cause undue disruptions, in nearby residential areas. This shall include, but is not limited to, encouraging carpooling or the use of public transportation or ride-share services when travelling to and from the Site.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by Latinas Unidas this 02 day of Nov, 2022.

Maria E Cordova
Authorized Agent

Oklahoma County)
)SS:
State of Oklahoma)

This instrument was acknowledged before me on this 2nd day of November, 2022.



Public Diane E. McCullough My commission expires 06/03/23

APPROVED by the Council of The City of Oklahoma City this 22nd day of November, 2022.

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

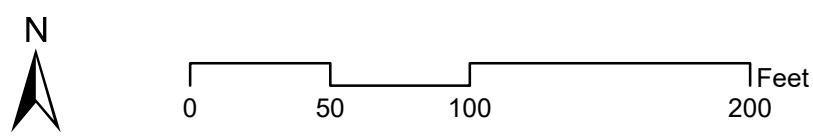
Jill Burnett
Assistant Municipal Counselor

Attachment A

Site

(Attached)

RED ANDREWS MUNICIPAL GYM



Attachment B

Certificate of Insurance

(Attached)



TEXAS SECURITY GENERAL INSURANCE AGENCY, LLC - DALLAS

CERTIFICATE OF LIABILITY INSURANCE

Date: 11/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the policy holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement (s).

| | |
|--|---|
| AGENT: State Auto Ins AG OF OKC INC 4717 S WESTERN AVE OKLAHOMA CITY, OK 73109-3833 PHONE # 405-631-5575 FAX # 14056310961 CODE: H04 EMAIL: SAlsouth@sbcglobal.net | PRODUCER: Texas Security General Insurance Agency, LLC. - Dallas 9696 Skillman St. Suite 170 Dallas, Tx 75243 1-800-627-0303 |
| INSURED LATINAS UNIDAS 2120 SW 19TH ST , OKLAHOMA CITY, OK 73108 | INSURER/RATING: NAUTILUS INSURANCE COMPANY / A+ |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY ALTERS, AMENDS, OR EXTENDS THE COVERAGE AFFORDED BY POLICY NUMBER NN1341619 ISSUED BY NAUTILUS INSURANCE COMPANY.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-------------------------------------|--------------------------|---------------|-------------------------|-------------------------|------------------------------|-------------|
| A | GENERAL LIABILITY | | | NN1341619 | 10/27/2022 | 10/27/2023 | GENERAL AGGREGATE | \$2,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | | | PRODUCTS COMP/OP AGGREGA | INCLUDED |
| | <input checked="" type="checkbox"/> \$500 Deductible | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | | EACH OCCURENCE | \$1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | FIRE DAMAGE (Any one fire) | \$100,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | MED EXP (Any one person) | \$5,000 |
| | <input type="checkbox"/> | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT | |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY- PER PERSON | |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> | <input type="checkbox"/> | | | | BODILY INJURY - PER ACCIDENT | |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE | |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | | |
| | GARAGE LIABILITY | | | | | | AUTO ONLY - EA ACCIDENT | |
| | <input type="checkbox"/> ANY AUTO | <input type="checkbox"/> | <input type="checkbox"/> | | | | OTHER THAN AUTO ONLY | |
| | <input type="checkbox"/> | | | | | | EACH ACCIDENT | |
| | <input type="checkbox"/> | | | | | | AGGREGATE | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | <input type="checkbox"/> | <input type="checkbox"/> | | | | AGGREGATE | |
| | DEDUCTIBLE | | | | | | | |
| | RETENTION \$ | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | STATUTORY LIMITS | |
| | <input type="checkbox"/> Y/N | <input type="checkbox"/> | <input type="checkbox"/> | | | | EACH ACCIDENT | |
| | ANY PROPRIETOR/ PARTNERS/ EXECUTIVE | | | | | | DISEASE - EACH EMPLOYEE | |
| | <input type="checkbox"/> | | | | | | DISEASE - POLICY LIMIT | |
| | OTHER | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
BASKETBALL GAMES

CERTIFICATE HOLDER

CITY OF OKLAHOMA CITY
420 W MAIN ST SUITE 210
OKLAHOMA CITY, OK 73102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Contino

Attachment C
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of Latinas Unidas (Group) and have agreed to take part in the “Adult Basketball League” (Event), to be held at the Johnnie L. Williams Municipal Gymnasium in Red Andrews Park, in Oklahoma City (Location). I also acknowledge that I am not employed or contracted by Group or The City of Oklahoma City (City) to perform work or other tasks at the Location. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, injury, or death. I also understand that I can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgment and General Release (Release), I affirm that neither Group nor the City can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to me.

I hereby release Group, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities or participation at the Event.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.