

## Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as set forth below between The City of Oklahoma City (“City”) and the Oklahoma City-County Board of Health, acting through the Oklahoma City-County Health Department (“OCCHD”).

### RECITALS:

**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 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**, OCCHD’s mission is to protect health, promote wellness, prevent disease, and partner in the community; and

**WHEREAS**, the City owns and operates the Pete White Health and Wellness Center, located at 4021 South Walker Avenue; the Will Rogers Park Senior Activity Center, located at 3501 Pat Murphy Drive; and the Willa D. Johnson Recreation Center, located at 909 Frederick Douglass Avenue; and

**WHEREAS**, for the purposes of this MOU, the three facilities listed above shall be known collectively as “the Centers”; and

**WHEREAS**, previously, OCCHD partnered with the City to offer *Total Wellness* chronic disease prevention classes in lifestyle changes, education, and referrals (“Program”) at certain locations; and

**WHEREAS**, the City and OCCHD wish to enter into this MOU to continue the partnership, which benefits residents of Oklahoma City and Oklahoma County who are at risk for chronic diseases.

**NOW THEREFORE**, the parties agree:

1. PURPOSE

OCCHD and the City hereby enter into this MOU to provide a framework for implementing the Program at the Centers.

2. CONTRACT PERIOD

- A. Upon approval by the City, this MOU shall be retroactively effective from July 1, 2023, through June 30, 2024. This MOU may be renewed for one (1) additional year upon written approval of both parties.

- B. Either party may terminate this MOU at any time, and for any reason, after giving the other party a thirty-day (30-day) written notice of termination.
- C. Either party may terminate this MOU immediately if the other party fails to provide services in accordance with this MOU; breaches any MOU provision; violates applicable laws, rules, or policies; or creates or allows a condition that presents an immediate danger to persons or property.

### 3. GENERAL TERMS AND CONDITIONS

- A. Consistent with the other requirements of this MOU, the Program shall be open to residents of Oklahoma City and Oklahoma County age fifty (50) and over who are at risk for chronic diseases.
- B. All Program sessions shall be held at one of the Centers, or at another, mutually agreeable location. The sessions shall be offered no more than four (4) times each calendar year. Each session shall last from eight (8) to nine (9) weeks.

### 4. OCCHD'S RESPONSIBILITIES

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

- A. Provide the Program, as described in this MOU, in coordination with the City's authorized agent(s).
- B. Provide set-up and cleanup for each Program session.
- C. Provide all staff, materials, incentives, and equipment necessary to conduct the Program.
- D. Respond to Program-related questions or concerns from residents or participants.
- E. Maintain MOU-related documentation, consistent with its responsibilities under this MOU.
- F. Regularly communicate with the City's authorized agent(s) about MOU-related issues.

### 5. CITY'S RESPONSIBILITIES

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

- A. Coordinate with OCCHD's authorized agent(s) to implement the Program, as provided for in this MOU.
- B. Provide adequate meeting space at the Centers for conducting each Program session.

- C. Provide sufficient tables and chairs, as determined by mutual agreement of the parties' authorized agent(s), for each Program session.
- D. As determined by mutual agreement of the parties' authorized agents, allow for Program-related data collection by OCCHD staff.
- E. Refer Program-related questions to OCCHD's authorized agent(s).
- F. Regularly communicate with OCCHD's authorized agent(s) about MOU-related issues.

6. LEGAL AUTHORITY

It is expressly understood that OCCHD is a governmental entity of the State of Oklahoma and, consequently, may only contract pursuant to the procedures and limitations provided by Oklahoma Law. These include, but are not limited to, the County Purchasing Act, 19 O.S. (Supp. 2021), Section 1500 et seq.; 62 O.S. (Supp. 2021), Section 430.1; and the Operating Agreement, effective July 1, 1988, as amended, among the City, the County Commissioners of Oklahoma County, and the Board of Health of Oklahoma County to provide for the operation of the Oklahoma City-County Health Department.

7. ALLOWABLE COST AND PAYMENT

Each party shall pay its own costs for all Program-related activities. This shall include, but is not limited to, personnel, as outlined in this MOU.

8. DEBARMENT, SUSPENSION

By signing this MOU, the City attests and assures, to the best of its knowledge, that no City employee:

- A. Is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.
- B. Has, within a three-year (3-yr.) period of this offer, been convicted of, or had a civil judgement rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.
- C. Has, within a three-year (3-yr.) period preceding this offer, had one (1) or more contracts terminated for default by any federal, state, or local entity.

- D. Is presently indicted for, or otherwise criminally indicted or charged by a governmental entity with, any of the offenses enumerated above in this section.

## 9. CONFIDENTIALITY

- A. As per this MOU and other applicable local, state, and federal laws, both parties agree to protect and maintain the confidentiality of the participants and/or clients and the confidential status of their records.
- B. Any and all information received from any and all participants and/or clients shall be confidential and privileged and shall not be released without the expressed, written consent of the participant(s) and/or client(s), except by court order or such other method allowed by law. This shall include, but is not limited to, the Oklahoma Open Records Act, as it may be amended. All information shall be presumed to be privileged. Barring evidence to the contrary, it shall be presumed that each and every participant and/or client has exercised that privilege against disclosure of such information.
- C. The parties agree that the City shall not be provided with, have access to, and/or create protected health information that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act and codified at 45 CFR, parts 160 and 164.

## 10. POLICIES AND PRACTICES

- A. Each party agrees to make available to the other party those rules, practices, and policies that are applicable to this MOU. Each party shall comply with the rules, practices, and policies of the other in all MOU-related activities and relationships.
- B. As applicable, the provisions of Executive Order 11246, as amended by Executive Order 11375 and Executive Order 11141, and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4(a), 60-300.5(a), and 60-741.5(a) et. seq.), are incorporated into this MOU and must be included in any related subcontracts. The parties represent that all services are provided, and affirmative action to employ and advance in employment individuals is taken, without discrimination on the basis of race, color, religion, creed, sex, gender, national origin, age, familial status, genetic information, disability, political beliefs, or veteran's status. Nothing in this subsection shall prohibit the parties from establishing categories for participation based on the age, gender, or skill level of the participants.
- C. The parties further represent that they do not maintain, nor provide for their employees, any segregated facilities; nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained.
- D. In addition, the parties agree to comply with applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

## 11. LIABILITY

To the extent allowed by Oklahoma law, each party shall be solely responsible for personal injury, or property damage, resulting from the negligent or intentional acts or omissions of its employees, agents, or representatives while on the other's premises and engaged in the performance of obligations under this MOU. To the extent allowed by Oklahoma law, each party shall defend, indemnify, and hold harmless the other for any damages caused by any acts or omissions, whether intentional or negligent, of its authorized agent(s) in the performance of obligations under this MOU.

## 12. SPECIAL PROVISIONS

- A. The parties agree that no official or employee of either party shall receive any money, or other gratuity, as a result of this MOU; nor shall they receive any benefit that may arise therefrom.
- B. Each party shall comply with all local, state, and federal laws and regulations that are applicable to this MOU.
- C. This entire MOU shall be in accordance with the laws of the State of Oklahoma and represents the entire agreement between the parties.

## 13. LIAISONS

The City and OCCHD shall each designate at least one (1) representative to coordinate MOU-related issues and serve as liaisons between the parties.

## 14. DISRUPTION BEHAVIOR

The City's authorized agent(s) shall follow in-house policy to address any issues of disruptive behavior by Program participants or others that arise during Program sessions. As soon as is feasible afterward, they shall discuss the matter with OCCHD's authorized agent(s) to determine if additional steps (suspension, removal from Program, etc.) are necessary.

## 15. EMERGENCY OR INCLEMENT WEATHER

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent the City and OCCHD from conducting any Program session, they shall notify each other's liaisons as soon as is feasible.
- B. If any Program session is cancelled, the parties may reschedule it upon mutual consent. OCCHD shall be responsible for notifying Program attendees or participants of the cancellation of any Program session as provided for in this section. Cancellation of any Program session due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City and OCCHD.

- C. As used in this section, an emergency, inclement weather, or other 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 Program or prevents the City and OCCHD from conducting any part of the Program.

16. CONSTRUCTION OF MOU

This MOU shall not be construed in favor of (or against) either party based on who drafted it.

17. AMENDMENT

This MOU is subject to amendment at any time, but only upon fully disclosed, written consent and approval by both parties.

18. ASSIGNMENT

This MOU shall not be assigned without written approval of both parties.

19. NO JOINT VENTURE

Nothing in this MOU shall create a joint venture, or agency or employment relationship, between the parties or their officials, agents, participants, or attendees.

20. NOTICES

- A. Notices to the City regarding this MOU shall be sent to:

The City of Oklahoma City  
Parks and Recreation Department  
420 West Main Street, Suite 210  
Oklahoma City, OK 73102  
[okcparks@okc.gov](mailto:okcparks@okc.gov)  
(405) 297-3882

and

The City of Oklahoma City  
City Clerk's Office  
200 North Walker Avenue, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[cityclerk@okc.gov](mailto:cityclerk@okc.gov)  
(405) 297-2391

- B. Notices to OCCHD regarding this MOU shall be sent to:

Memorandum of Understanding – OCCHD Total Wellness Program (2023-24)

Oklahoma City-County Health Department  
Attn: Administration Division  
2600 Northeast 63<sup>rd</sup> Street  
Oklahoma City, OK 73111  
[john\\_gogets@occhd.org](mailto:john_gogets@occhd.org)  
(405) 425-4421

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

21. CITY AND OCCHD DESIGNEES

The City Manager of the City or designee is authorized to exercise any right or duty of the City under this MOU. The Deputy Chief Executive Officer of OCCHD or designee is authorized to exercise any right or duty of OCCHD under this MOU.

22. SECTION HEADINGS

The section headings of this MOU are for convenience of reference only and shall not affect its meaning or interpretation.

23. WAIVER OF BREACH

Either party may waive any breach of this MOU. However, that shall not constitute a continuing waiver of such breach or additional breaches of this MOU. Also, the party granting the waiver may later require the party in breach to comply with any previously waived breach of this MOU.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

Blaine Bolding  
Blaine Bolding (Jan 19, 2024 09:36 CST)

*Rick L. Warr*  
OCCHD Legal Counsel

Notary Public [Signature]  
My commission expires: January 5, 2027  
Notary # 11000099



Amy K. Simpson  
City Clerk



David Holt  
Mayor

Jill Burnett  
Assistant Municipal Counsel