

OPERATION AND MANAGEMENT AGREEMENT

This Operation and Management Agreement (“Agreement”) is entered into as set forth below between The City of Oklahoma City (“City”) and the Oklahoma City Police Athletic League (“PAL”).

RECITALS:

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, park and recreational functions are public utilities and public purposes provided and supported by the City and OKC Parks; and

WHEREAS, the City owns the Schilling Recreation Center (“Center”), located at 601 Southeast 25th Street, to provide recreational experiences and programming for the community; and

WHEREAS, from time to time, the City enters into agreements with partners at various City-owned facilities to operate the City’s social, recreational, and educational programming; and

WHEREAS, OKC Parks provides various social and recreational programs for youth at the Center; and

WHEREAS, PAL is a local non-profit dedicated to juvenile crime prevention through social, recreational, and educational programs for youth; and

WHEREAS, for many years, the City has partnered with PAL at other City-owned facilities to operate the City’s recreational programming, including sports leagues and other positive social, recreational, and educational activities to reduce risk factors for youth; and

WHEREAS, PAL has the necessary experience to effectively deliver recreational programming to local youth and an administrative and fiscal staff capable of managing and accounting for the services and funds necessary for an effective program; and

WHEREAS, beginning July 1, 2024, PAL will operate the Center on behalf of OKC Parks to provide social, recreational, and educational programming to reduce risk factors for youth; and

WHEREAS, the parties wish to enter into this Agreement to allow PAL to operate and manage the Center to provide programming for local youth, as described herein.

NOW, THEREFORE, the parties agree:

1. ADDITIONAL DEFINITIONS

- A. For this Agreement, “City” shall mean The City of Oklahoma City or its authorized agents.
- B. For this Agreement, “PAL” shall mean the Oklahoma City Police Athletic League or its authorized agents.

2. GRANT

Under this Agreement, PAL shall operate and manage the Center (see Exhibit A, incorporated herein) on behalf of OKC Parks by providing sports leagues and other positive activities to reduce risk factors for youth. Such use shall be consistent with public-park purposes and the programming goals and requirements set forth in this Agreement.

3. NO PRIVATE ENTERPRISE OR COMMERCIAL ACTIVITY

PAL shall use the Center only for the non-profit programming referenced in this Agreement. PAL shall not use the Center for any private enterprise or commercial activity without prior City approval.

4. ENERGY CONSERVATION OR WATER-EMERGENCY DIRECTIVES

PAL shall take reasonable steps to conserve energy and water at the Center. This shall include, but is not limited to, abiding by any energy-conservation or water-emergency directives issued by the City Manager of the City or designee (“City Manager”).

5. TERM

This Agreement shall be effective for three (3) years from the date of approval by the City (“Term”). Upon mutual consent, it may be renewed for four (4) additional, three-year (3-yr.) terms, for a total of fifteen (15) years (“Renewal Term”). This Agreement may also be cancelled by either party as provided for in Sections 12 and 27.

6. AS-IS CONDITION

- A. PAL accepts the Center “as is” and without warranty.
- B. The City may alter, improve, or repair the Center but is under no obligation to do so. The City shall attempt to give prior notice of such activities to PAL and shall make reasonable efforts to avoid negatively impacting PAL’s operations. However, the City’s failure to do so shall be without cost or liability to the City.

Operation and Management Agreement – PAL (Schilling Recreation Center)

7. ALL ACTIVITIES AT PAL'S EXPENSE

Unless specified elsewhere in this Agreement, PAL shall, at its expense, provide all necessary resources to operate, maintain, and program the Center.

8. CONSIDERATION

- A. PAL will operate, manage, inspect, and maintain the Center in accordance with the requirements of this Agreement.
- B. PAL agrees and consents to bear sole financial responsibility for properly and adequately funding, operating, managing, and providing beneficial social, recreational, and educational youth programming which benefit the City, to include facility use by the City as provided for in this Agreement.
- C. In recognition of the City's commitments under this Agreement, PAL shall duly and timely fulfill its obligations under this Agreement without compensation from the City.

9. LAWS AND REGULATIONS

- A. This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies.
- B. At its discretion, PAL may enact internal rules, policies, and procedures to facilitate its operations under this Agreement. Such rules, policies, and procedures shall be subject to City approval. PAL shall furnish copies of its internal rules, policies, and procedures to the City within thirty (30) days of the approval of this Agreement by the City.

10. REMOVAL OF PERSONAL PROPERTY

When this Agreement expires or is terminated, PAL shall remove all personal property from the Center within sixty (60) calendar days. If PAL does not do so, the City may dispose of such items immediately thereafter without cost or liability.

11. SIGNS

- A. PAL shall not install signs or other advertising at the Center without City approval. Proposed signs shall meet applicable City codes. PAL shall submit, for City approval, an illustration showing the design, location, and installation methods for the signs.
- B. Consistent with the terms of Subsection 11.A., PAL may place self-identifying signage at the Center, as well as the current service mark of the National Police Athletic League.

Operation and Management Agreement – PAL (Schilling Recreation Center)

12. TERMINATION WITHOUT CAUSE

- A. Either party may terminate this Agreement, for any reason and without cost or liability, upon one hundred twenty (120) calendar days' written notice to the other party. If this Agreement is so terminated, PAL shall promptly and peaceably surrender the Center to the City, free of any liens or encumbrances, and in as good a condition or better as it existed on the effective date of this Agreement, normal wear and tear excepted.
- B. If PAL terminates this Agreement as provided for under this section, it shall continue providing its programs and services at the Center for at least thirty (30) calendar days after giving notice of its intent to terminate without cause.

13. PAL'S IMPROVEMENTS

- A. At the expiration or termination of this Agreement, any improvements made by PAL at the Center shall, at the City's option, become City property.
- B. In the alternative to Subsection 13.A., at the expiration or termination of this Agreement, the City may direct PAL to remove any improvements it has made at the Center. If so, PAL shall promptly remove such improvements and return the Center to pre-existing condition or better, normal wear and tear excepted. If PAL does not remove the improvements and return the property to pre-existing condition as directed, the City may do so at PAL's expense. PAL shall not be entitled to reimbursement for any of its improvements removed by the City as authorized under this subsection.

14. PLANS AND SPECIFICATIONS

Before constructing modifications or improvements at the Center, PAL shall submit plans and specifications for City approval. PAL shall not initiate substantial changes to the Center without City approval.

15. PAL RESPONSIBILITIES:

- A. PAL shall be responsible for operating the Center on behalf of OKC Parks and providing social, recreational, and educational programs to youth. This shall include:
 - 1. Athletic programs and leagues
 - 2. Leadership skills training
 - 3. Service opportunities
- B. PAL shall be responsible for cleaning and preventative maintenance at the Center. PAL shall maintain the Center in a clean and orderly condition. This shall include, but is not limited to, providing all janitorial supplies and services; replacing light bulbs or batteries; removing trash from the Center to the Schilling Park dumpster; Operation and Management Agreement – PAL (Schilling Recreation Center)

and performing other maintenance on Center systems and components resulting from the use of the Center.

- C. PAL shall pay for electrical, water/sewer, natural gas, telephone, and internet service to the Center. PAL shall place related utility accounts in its name. The City shall not be liable for the failure or disruption of any utility serving the Center.
- D. PAL shall pay for program-specific alterations or improvements to the Center. These shall include, but are not limited to, re-painting or re-surfacing gym floors; creating murals; reconfiguring office areas, workstations, and activity space; etc. PAL shall be responsible for maintenance and repair of any program-specific alterations or improvements made to the Center, as described in this subsection. PAL shall obtain prior approval from the City for such work and ensure that it follows City building codes and procurement policies. PAL shall maintain written records of its preventative maintenance of components and systems for these alterations or improvements and shall adequately document that PAL is performing all necessary inspections, cleaning, and preventative and routine maintenance according to operations and maintenance (O&M) standards established by the component and system manufacturers.
- E. Consistent with the requirements of Section 19, the City may inspect all preventative maintenance or improvements undertaken by PAL at the Center. In addition, the City may require PAL to correct or remediate any deficiencies in its preventative maintenance or improvements at the Center, as determined by the City. This includes any previous work performed by PAL that does not meet industry standards or is of inferior materials and/or poor workmanship.

16. CITY RESPONSIBILITIES:

- A. The City shall repair or replace the roof, exterior walls, windows, doors, HVAC, structural, and plumbing, and electrical equipment at the Location. The City's responsibilities under this Subsection shall be based on need, and availability of funds, as determined by the City's authorized agent(s). The City shall not be liable for the failure or disruption of any utility serving the Location. PAL shall contact the PAL Officer as appointed by the City's Police Department ("Police"). The PAL Officer shall coordinate with the Parks and Recreation Central Business Office to evaluate the components and schedule needed repairs or replacements. For this subsection, "major plumbing, electrical, or structural repairs or renovations" shall mean those that must be undertaken by professional and/or licensed tradesmen. Any minor plumbing, electrical, or interior structural repairs shall be PAL's responsibility.
- B. The City's Park and Recreation Department shall maintain all park amenities adjacent to the Center. The City's responsibilities under this subsection shall be based on available resources and need, as determined by the City.

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- C. On the effective date of this Agreement, the Oklahoma City Police Department (OCPD) shall transfer the Center's fire and intrusion alarm account into its name; it shall also pay associated fees to maintain the alarm service throughout the Agreement term. OCPD shall assign its own staff contacts to respond to alarm notifications, including, but not limited to, after-hours callouts.

17. YOUTH PROTECTION POLICY

PAL shall ensure that, before participating in any youth services or activities at the Center, all of its officers, employees, agents, and adult volunteers pass a background screening process consistent with the OKC Parks' Youth Protection Policy. (See Exhibit B, incorporated herein.) PAL shall maintain documentation of all such background screening processes and provide it to the City upon request.

- A. PAL shall ensure that, before performing any tasks at the Center, all adult volunteers or participants sign an Acknowledgment and General Release. ("Release," see Exhibit D, incorporated herein.)
- B. PAL shall ensure that, before performing any tasks at the Center, all minor volunteers or participants submit a Release signed by their parent or legal guardian. (See Exhibit E, incorporated herein.)
- C. PAL shall maintain copies of the Releases required under this section and provide them to the City upon request. PAL's paid staff need not submit Releases.

18. VOLUNTEER WAIVERS

- A. PAL shall ensure that, before performing any tasks at the Center, all adult volunteers or participants sign an Acknowledgment and General Release. ("Release," see Exhibit D, incorporated herein.)
- B. PAL shall ensure that, before performing any tasks at the Center, all minor volunteers or participants submit a Release signed by their parent or legal guardian. (See Exhibit E, incorporated herein.)
- C. PAL shall maintain copies of the Releases required under this section and provide them to the City upon request. PAL's paid staff need not submit Releases.

19. ANNUAL REPORTS

- A. By June 15th of each year this Agreement is in effect, PAL shall provide the City with a report, including a list of current board members and a listing of the programs it conducted at the Center during that Agreement year with number of

participants and the fees charged. The report shall also include a schedule of events and seasons planned for the following year.

- B. By December 31st of each year this Agreement is in effect, PAL shall report to the City the documented value of its maintenance done (and programming or improvements undertaken) at the Center during that Agreement year. PAL shall submit this information on a standardized form to be provided in advance by the City. PAL shall also submit an operations and maintenance budget for the upcoming calendar year.
- C. The City may request reasonable follow-up information to any reporting required under this section. If so, PAL shall provide such data as soon as is feasible.

20. INDEMNIFICATION

PAL 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 liabilities arising from any activity under this Agreement. This provision shall survive the expiration or termination of this Agreement, not be limited by any other Agreement provision, and be binding upon PAL's representatives, successors, and assigns.

21. INSURANCE

- A. Before the effective date of this Agreement, PAL shall provide a comprehensive general liability insurance policy sufficient to meet the City's maximum liability under the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., "Tort Claims Act"), as it may be amended. (See Exhibit C, incorporated herein.) 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 Agreement term. PAL shall pay required insurance premiums or deductibles.
- B. PAL's insurance policy shall name the City as additional insured. PAL 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 Section 23.
- C. PAL shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- D. Any contractors that PAL uses at the Center shall comply with the insurance requirements of this section.

22. REPRESENTATIONS

PAL warrants that it can fulfill its responsibilities under this Agreement and that its signatory can bind it under the Agreement terms.

23. NO ALCOHOL

PAL shall not allow alcoholic beverages to be provided, sold, consumed, or advertised at the Center.

24. RIGHT OF INSPECTION

- A. The City shall have the right, but not the duty, to enter the Center at any time and for any official purpose. This includes, but is not limited to, verifying compliance with the Agreement terms. The City shall attempt to give PAL reasonable notice before such entry. However, its failure to do so shall be without cost or liability to the City.
- B. PAL shall comply with all lawful directives of the City.

25. INGRESS AND EGRESS TO CENTER

PAL shall have the right, during normal park hours, to ingress and egress the Center by way of Schilling Park. However, PAL's activities under this section shall not unreasonably interfere with the City's operation, maintenance, or programming of other areas of Schilling Park or their use by others.

26. ASSIGNMENT AND SUBLETTING

This Agreement shall not be assigned or sublet without City approval.

27. BREACH

- A. If either party does not fulfill its obligations under this Agreement, the other party may give it written notice to correct such default within ten (10) calendar days. If the defaulting party does not do so, the other party may terminate this Agreement immediately thereafter without cost or liability. However, if the defaulting party has made substantial progress toward correcting the breach within the written-notice period, it shall have a reasonable time to fully correct such breach.
- B. Consistent with the requirements of Subsection 27.A., if the City determines, in good faith, that PAL has allowed a condition at the Center that poses a significant danger to persons or property, it may declare PAL to be in breach and terminate this Agreement immediately thereafter without cost or liability. However, if upon

such notice, PAL demonstrates an ability to promptly correct the situation, it shall have a reasonable opportunity to do so before the City terminates this Agreement.

- C. Either party may waive any breach of this Agreement. However, that shall not constitute a continuing waiver of such breach or similar breaches. Also, the non-offending party may later require the party in default to comply with any previously waived MOU breach.

28. NOTICES

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

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

AND

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

- B. Official communications to PAL regarding this Agreement shall be sent to:

Oklahoma City Police Athletic League
c/o Chief Executive Officer
3816 South Robinson Avenue
Oklahoma City, OK 73109
(405) 632-2240
josh@okcpal.org

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

29. NO PROPERTY RIGHT

This Agreement grants PAL no property rights to the Center. This Agreement only grants contemporaneous use of the Center in accordance with this Agreement. It is expressly understood and agreed by PAL that this Agreement and use of the Center shall not be used or act as security or collateral on any loan and no lien or mortgage shall ever be placed upon the Center. This Agreement does not grant PAL exclusive or proprietary use

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of any area of Schilling Park. This includes, but is not limited to, the parking lot adjacent to the Center. PAL's use of other areas within Schilling Park other than the Center shall be on the same terms as the general public.

30. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, Oklahoma law.

31. STAFFING AND SAFETY

PAL shall adequately staff and control activities at the Center to ensure orderly conduct and reasonable safety. PAL shall promptly notify the City if City property is stolen or vandalized.

32. OTHER PERMITS OR APPROVALS

PAL shall obtain any permits or other approvals necessary to operate and manage the Center as provided for under this Agreement.

33. NON-INTERFERENCE

PAL's activities under this Agreement shall not unreasonably interfere with the City's operation, maintenance, or improvement of other areas of Schilling Park or their use by others.

34. NON-DISCRIMINATION

PAL shall not discriminate against any person because of race, color, religion, creed, sex, gender, national origin, age, familial status, genetic information, or disability in furnishing services, privileges, activities, or employment opportunities under this Agreement. Nothing in this section shall prohibit PAL from establishing categories for participation based on the age, gender, or skill level of the participants.

35. NO JOINT VENTURE

This Agreement shall not create a joint venture or agency or employment relationship between PAL and the City, or between the City and any of PAL's participants or spectators.

36. COMPLETE AGREEMENT

This Agreement contains all terms agreed to by PAL and the City. It may be amended by mutual, written consent of both parties.

37. SECTION HEADINGS AND CONSTRUCTION OF AGREEMENT

The section headings of this Agreement are for convenience of reference only and shall not affect its meaning or interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

38. NO THIRD-PARTY BENEFICIARIES

This Agreement shall create no third-party beneficiaries.

39. LIAISONS AND REGULAR COMMUNICATION

The parties shall each designate at least one (1) authorized agent to coordinate Agreement-related issues and serve as liaisons between the parties. The liaisons shall communicate regularly about Agreement-related issues and activities.

40. EXCUSABLE DEFAULT

Neither party shall be liable for any delay, interruption, or prevention of operations, maintenance, or service caused by lawsuits or appeals; zoning or other governmental approvals; any injunction or equitable writ; riot; insurrection; war, terrorism; severe weather; fire; Acts of God; or the unforeseeable act or omission of any entity.

41. CITY USE OF CENTER

PAL and the City agree that the Center is public property and not for the exclusive use of PAL or any other person or entity. The City shall have the right to use the Center at no cost for activities supporting OKC Parks programming. The City shall work with PAL to ensure such use does not unreasonably interfere with PAL's operations.

42. FEES

Any fees that PAL charges at the Center to its program participants or spectators shall be reasonable, will not exceed market tolerance, and will be posted on PAL's website. The prices may be revised/amended as PAL may deem appropriate by revising the prices posted on PAL's website. PAL shall be entitled to keep any related proceeds generated from activities conducted by PAL pursuant to this Agreement, including any concession fees. All revenues or other monies generated by the property not attributed to PAL's activities pursuant to this Agreement are the sole property of the City.

43. TAX COVENANTS

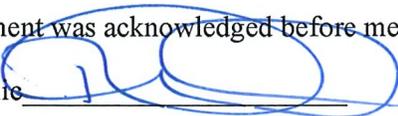
To the extent applicable to this Agreement, PAL acknowledges and agrees to the tax covenants attached as Exhibit F ("Tax Covenants"), which is hereby incorporated by reference.

APPROVED by the Oklahoma City Police Athletic League this 17 day of OCTOBER, 2024.


Authorized Agent

_____ County)
) SS:
State of _____)

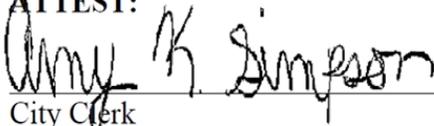
This instrument was acknowledged before me on this 17th day of October, 2024.

Notary Public 

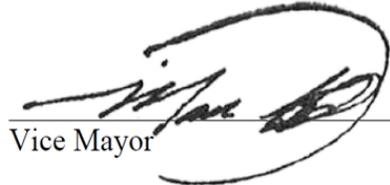
My commission expires: 11/19/26



APPROVED by the Council of The City of Oklahoma City this 5TH day of NOVEMBER, 2024.

ATTEST:

City Clerk



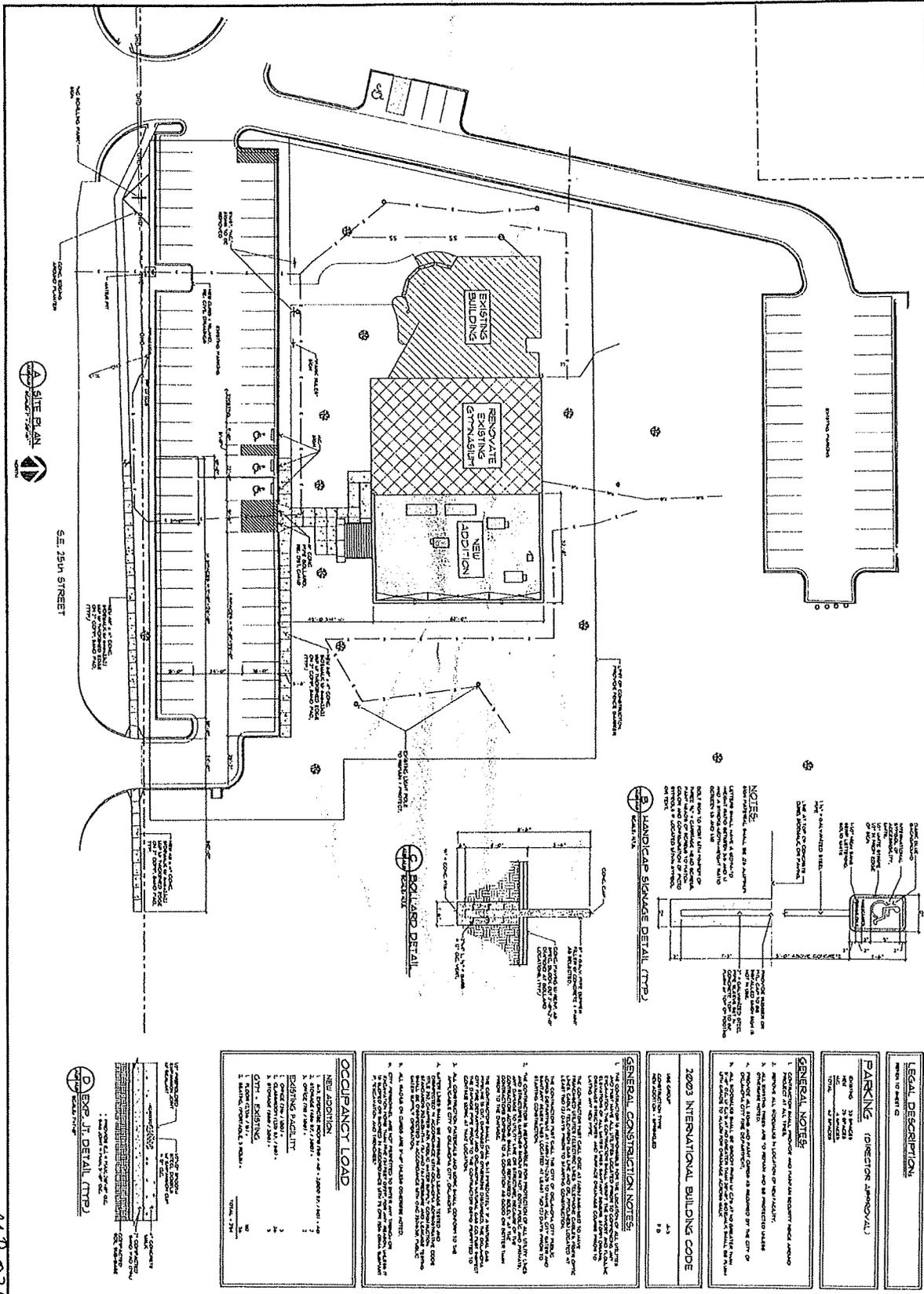

Vice Mayor

REVIEWED for form and legality.


Assistant Municipal Counselor

Exhibit A
Center
(Attached hereto)

Exhibit A



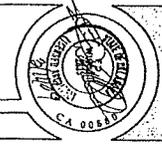
MP-0348

design
ARCHITECTS
plus
1501 SW 10th
Oklahoma City, OK 73109
Phone: (405)991-5500 Fax: (405)991-3000

City of Oklahoma City, MP-0348:
Schilling Park
539 S.E. 25th Street

Oklahoma City, Oklahoma 73109

Sheet # A-1.0 Site Plan



Title	03/06/07
Job #	00272
Revised	

Exhibit B
Youth Protection Policy
(Attached hereto)

Exhibit B

City of Oklahoma City
Parks and Recreation Department
YOUTH PROTECTION POLICY

Section I:

1. The City of Oklahoma City Parks and Recreation Department (Department) operates numerous recreational facilities in which youth sports/activities organizations play a prominent role. The Department wishes to protect the youth of the City who are participating in youth sports/activities sponsored or funded by the City, or by any youth sports/activity organization using a City facility.
2. This Youth Protection Policy (Policy) shall apply to all volunteers who have direct contact with youth sports/activities participants (with the exception of special event volunteers) for any youth sports/activities organizations sponsored or funded by the City, or by any youth sports/activities organizations using a City facility.
3. The City hereby adopts the standards of the National Recreation and Park Association (NRPA) recommended guidelines for credentialing volunteers. The following are the criteria for the exclusion of adult volunteers including, but not limited to, managers, sports officials, coaches, or any other volunteer who has direct contact with youth sports/activities participants. An adult means a person eighteen (18) years of age or older. Any adult volunteer shall be disqualified from participating as a volunteer of a youth sports/activity organization if the person has been found guilty of any one of the crimes listed below. "Guilty" means that person was found guilty following a trial, entered a guilty plea, or entered a no contest plea accompanied by a finding of guilt, regardless of whether there was an adjudication of guilt or a withholding of guilt.
 - a. All sex offenses, regardless of the amount of time since the offense. Examples include, but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, or similar offenses.
 - b. All felony offenses involving violence, regardless of the amount of time since the offense. Examples include, but are not limited to: murder, manslaughter, aggravated assault, kidnapping, robbery, or aggravated burglary.
 - c. All felony offenses, other than violence or sex offenses, within the past ten (10) years. Examples include, but are not limited to: drug offenses, theft, embezzlement, fraud, or child endangerment.
 - d. All misdemeanor violence offenses within the past ten (10) years. Examples include, but are not limited to: simple assault, battery, domestic violence, or hit and run.

- e. Two (2) misdemeanor drug or alcohol offenses within the past seven (7) years. Examples include, but are not limited to: driving under the influence, simple drug possession, drunk and disorderly conduct, public intoxication, or possession of drug paraphernalia.
 - f. Any other misdemeanor within the past five (5) years that would be considered a potential danger to children or is directly related to the functions of that volunteer. Examples include, but are not limited to: contributing to the delinquency of a minor, providing alcohol to a minor, or theft – if the volunteer is to handle money.
 - g. Any adult volunteer who has been charged with any of the disqualifying offenses above, and with a case pending in court, shall not be permitted to volunteer until the official adjudication of the case.
4. The Department shall require all adult volunteers to complete a background screening and to pay a fee to cover the background screening process. Exception: the cost of a background screening process fee shall be paid for by the Department for volunteers associated with Department's youth sports programs and activities.
 5. Sports officials/umpires working Parks and Recreation Department youth sports programs and activities shall pay the fee to cover the costs of the background screening process. Adult volunteers who have not successfully passed the background screening process shall not be allowed to officiate/umpire any youth sports/activities games, leagues, tournaments, etc.
 6. The City shall use a qualified entity to undertake the background screenings. The criteria set forth above shall be applied by the background screening entity. The background screening entity shall conduct the background screenings and provide the results to the Department.
 7. If the Department determines an adult volunteer does not meet the criteria set forth herein, the Department shall provide notice to the adult volunteer that they shall not be permitted to volunteer in any youth sports/activities program, league, tournament, etc.

Section II:

1. All partner youth sports/activities organizations shall comply with this Policy and shall not permit any adult volunteer who has not successfully passed the background check to participate as a volunteer with their organization. All volunteers associated with partner youth sports/activities organizations using City property shall comply with this Policy.

2. The youth sports/activities organization shall submit an affidavit, on a form provided by the Department (**see Exhibit A**), that the youth sports/activities organization shall not use any volunteer who has direct contact with youth sports/activities participants who has not undergone a background check as required by this Policy, or who failed the background check based upon criteria set forth in this Policy. Such affidavit shall be submitted to the Department Director or his designee prior to any youth sports/activities. Prior to the background checks, all volunteers shall submit the national background screening consent form (**see Exhibit B**).
3. In addition to the above requirements, and in accordance with this Policy, all youth sports organizations that are independent sanctioning authorities and that have athletic coaches who volunteer for a youth athletic team for twenty (20) or more hours within a calendar year shall provide evidence that a background check of the athletic coach has been conducted. An “independent sanctioning authority” means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team, sport or activity, if the team includes one or more minors and is not affiliated with a private school.

Attachments:

Exhibit A – Affidavit Form

Exhibit B – National Background Screening Consent Form

Recommended by the Oklahoma City Park Commission: March 18, 2015.

Effective Date: March 18, 2015.



Douglas R. Kupper, CPRP, Director
Parks and Recreation Department

EXHIBIT A

City of Oklahoma City
Parks and Recreation Department

YOUTH SPORTS/ACTIVITIES BACKGROUND CHECK AFFIDAVIT

I, the undersigned, being first duly sworn, do hereby affirm, under oath and penalty of perjury, that the following statements are true:

1. I am 18 years of age or over and am a resident of the state of Oklahoma.
2. I am the CEO (title) of OCC PAL (name of youth sports organization), and I have the authority to make the representations set forth within this Affidavit.
3. In accordance with the Oklahoma City Parks and Recreation Department Youth Protection Policy, volunteers who have direct contact with youth sports/activities participants have passed the criminal background check.
4. My organization will not use any volunteer who has direct contact with youth sports/activities participants who has failed, or not undergone, the criminal background check.

Executed this 17 day of OCTOBER, 2024.

By [Signature]
(Signature)

By CEO, JOSH YAGER
(Name and Title)

Oklahoma County)
) SS:
State of Oklahoma)

This instrument was acknowledged before me on this 17 day of October, 2024

Notary Public [Signature]

My commission expires 11/19/26.



Exhibit B

Oklahoma City Parks and Recreation Department National Background Screening Consent Form

Applicant's Legal Name (printed):

Social Security Number: _____ Date of Birth: _____

Applicant's Address:

City: _____ State: _____ Zip: _____

I, _____, authorize and give consent for the Oklahoma City Parks and Recreation Department (Department) to obtain information regarding myself. This includes the following:

- Local & National Criminal Background Records/Information
- All 50 State Sex Offender Registries
- Full Address Trace
- Social Security Verification

I, the undersigned, authorize this information to be obtained, either in writing or via telephone, in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the Department's guidelines.

By signing this document, I provide the Department my consent for an initial background check, as well as any subsequent background checks the Department deems necessary.

Print Name: _____ Date: _____

Signature: _____

Exhibit C
Certificate of Insurance
(Attached hereto)

Exhibit D
ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of the Oklahoma City Police Athletic League ("PAL") and have agreed to take part in PAL's activities at the Schilling Recreation Center, in Oklahoma City ("Program"). I also acknowledge that I am not employed or contracted by PAL or The City of Oklahoma City ("City") to perform work or other tasks in the Program. 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 PAL 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 PAL and the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities or participation in the Program.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

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

Exhibit E
ACKNOWLEDGMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers or participants of the Oklahoma City Police Athletic League ("PAL") and have agreed to take part in PAL's activities at the Schilling Recreation Center, in Oklahoma City ("Program"). I also acknowledge that neither I nor my child(ren) are employed or contracted by PAL or The City of Oklahoma City ("City") to perform work or other tasks in the Program. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us 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 and my child(ren) can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, including negligence, may affect our safety. In signing this Acknowledgment and General Release ("Release"), I affirm that neither PAL nor the City can guarantee our safety and that we participate willingly. If I or my child(ren) are 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 us.

I hereby release PAL and the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities or participation in the Program.

Signed this ____ day of _____, 202__.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

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

Operation and Management Agreement – PAL (Schilling Recreation Center)

Exhibit F
TAX COVENANTS

Qualified Management Agreement Safe Harbor. The parties understand that all or a portion of the Center was financed by the proceeds of tax-exempt debt. If this Agreement is interpreted as a Qualified Management Agreement, this Agreement shall be interpreted in a manner that is in compliance with the safe harbors found in Rev. Proc. 2017-13 (the “Rev. Proc.”). In connection therewith, notwithstanding any other parts of this Agreement that might be interpreted to the contrary, the parties agree as follows (with the meaning of such representations interpreted consistent with the terms of the Rev. Proc.):

- (a) This Agreement shall not be interpreted as a lease.
- (b) Both parties represent and agree that any payments to PAL under this Agreement are reasonable compensation for the services to be rendered by PAL under this Agreement.
- (c) No element of any compensation to PAL paid hereunder shall take into account, or be contingent upon, either the Center net profits or both the Center revenues and expenses (other than any reimbursements of direct and actual expenses paid by PAL to unrelated third parties) for any fiscal period. Furthermore, PAL shall not be required to bear a share of the net losses of the City from the operation of the Center.
- (d) Any compensation to PAL hereunder shall be payable at least annually, and any deferred compensation (with interest or late payment fees as applicable) shall be paid no later than the end of five years after the original due date of the payment.
- (e) The City or other qualified user shall bear the risk of loss upon damage or destruction of the Center to the extent required by the Rev. Proc. This provision is expressly NOT intended to relieve PAL or any other person or entity from any liability or obligation owed to the City or any other person or entity as a result of, or relating to, damage or destruction of the Center to the extent not required by the Rev. Proc., but merely intended meet the minimum requirements of the Rev. Proc. and shall not be interpreted more broadly. For example, without limitation, as provided in the Rev. Proc., a qualified user does not fail to meet this risk of loss requirement as a result of insuring against risk of loss through a third party or imposing upon the service provider a penalty for failure to operate the managed property in accordance with the standards set forth in

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this Agreement. Without limitation, as described in the Agreement, PAL shall be liable to the City, as applicable, for any damage or destruction of the Center caused by, or arising out of, PAL's acts and/or omissions or breach of this Agreement.

(f) PAL shall not take any tax position that is inconsistent with being a service provider to the City with respect to the Center. For example, PAL agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for the payment as rent with respect to Center.

(g) By December 31 of each operating year, PAL must submit the following items for the Center to the City's Parks and Recreation Director (or designee) for approval in accordance with Internal Revenue Service Rev. Proc. 2017-13:

- a. Annual budget of the Center
- b. Capital expenditures for the Center
- c. Disposition of property that is part of the Center
- d. Rates charged for the use of the Center, and
- e. General nature and type of use of the Center (for example, the type of services)

(h) Not more than 20 percent of the voting power of the governing body of the City (collectively, together with their successors and assigns, the "Potential Qualified Users") shall be vested in the directors, officers, shareholders, partners, members and employees of PAL; the governing body of the Potential Qualified Users shall not include the chief executive officer of PAL or the chairperson (or equivalent executive) of PAL's governing body; and the chief executive officer of PAL shall not be the chief executive officer of any of the Potential Qualified Users or any of their related parties as defined in Treasury Regulation 1.150-1(b).

(i) Notwithstanding any other provision of this Agreement or Exhibit F to the contrary, the City's Parks and Recreation Director (or designee) shall annually approve in writing:

- a. Annual budget of the Center
 - b. Capital expenditures for the Center
 - c. Each disposition of property that is part of the Center
 - d. Rates charged for the use of the Center, and
 - e. General nature and type of use of the Center (for example type of services)
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Termination Clause: Should the City issue or plan to issue tax-exempt debt related to the Center or the City improvements thereon and the IRS deems or the City's Bond Counsel or Tax Counsel advise The City that this Agreement adversely affects or will adversely affect the tax-exempt status of the said financing, then The City may terminate this Agreement, without cost or expense to The City and without payment, purchase or compensation for Capital Improvements.