

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).

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

WHEREAS, OKC Parks operates numerous recreation centers throughout Oklahoma City (collectively, the Sites); and

WHEREAS, OCCHD wishes to partner with OKC Parks to implement the "Health at School" program (Program) at one of more Sites; and

WHEREAS, the City is willing to enter into this MOU to provide a framework for implementing the Program at the Sites.

NOW THEREFORE, the parties agree:

1. DEFINITIONS

- A. For this MOU, "OCCHD" shall mean the Oklahoma City-County Board of Health, acting through the Oklahoma City-County Health Department, or its authorized agent(s).
- B. For this MOU, "City" shall mean The City of Oklahoma City or its authorized agent(s).

2. GRANT

OCCHD and the City hereby enter into this MOU to offer the Program, as described herein, at select Sites. Such use shall be consistent with public-park purposes, as determined by the City.

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3. CONTRACT PERIOD

- A. Upon approval by the City, this MOU shall be retroactively effective from June 1, 2024, through May 31, 2025. Upon mutual consent of both parties, it may be renewed for one (1) additional year.
- B. Either party may terminate this MOU, for any reason and without cost or liability, upon a thirty-day (30-day) written notice of termination to the other party.
- C. Either party may terminate this MOU immediately, without cost or liability, 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 at the Sites that presents an immediate danger to persons or property.
- D. Consistent with the provisions of Subsection 3.B., if either party, acting in good faith, elects not to offer the Program after the summer 2024 session, that party may cancel this MOU, without cost or liability, by providing as much advance notice to the other party as is feasible.

4. GENERAL TERMS AND CONDITIONS

- A. The Program shall consist of summer enrichment and health programming, as well as parenting and family-support services, at the agreed-upon Sites. Youth-oriented elements of the Program shall be open to elementary- and middle-school-aged children who participate at the City's recreation centers. Other Program elements shall be open to adult residents of Oklahoma City.
- B. Program elements shall include, but are not limited to, social-emotional learning, exercise and fitness classes, leadership training, parenting-skills training, nutrition-education sessions, and access to social services.
- C. OCCHD shall provide all instructors, supplies, and materials needed to implement the Program. The City shall coordinate OCCHD's access to, and use of, the Sites and provide ancillary staff support for Program activities.
- D. The parties shall mutually agree on the dates, times, and locations for implementing the Program at the Sites. Such agreement shall not be unreasonably withheld.
- E. Upon mutual consent, the parties may modify the scope, content, schedule, or duration of the Program. However, such changes shall be consistent with the Program's overall purpose, as described elsewhere in this MOU.

5. OCCHD'S RESPONSIBILITIES

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

Memorandum of Understanding – OCCHD Health at School Program

- A. With input from the City, design, schedule, and implement the Program. This includes, but is not limited to, coordinating Program-related activities with City staff.
- B. Recruit, train, and employ necessary Program staff. Nothing in this Subsection shall require OCCHD to pay salary or benefit costs of City employees providing ancillary Program support.
- C. Ensure that its adult agents who interact with minors pass a background screening process consistent with the OKC Parks' Youth Protection Policy. (See Exhibit A, incorporated herein.) Group shall maintain documentation of all background screening processes and provide it to the City upon request.
- D. Provide set-up and cleanup for each Program session.
- E. In addition to its responsibilities under Subsection 4.C., provide any awards, souvenirs, or recognition items given to Program participants.
- F. Respond to Program-related questions or concerns from residents or participants.
- G. Make any requested referrals to community-support resources and follow up with clients as appropriate.
- H. Advertise and promote the Program, with input from the City. Such activities shall list OKC Parks as a Program partner and be consistent with the OKC Parks Brand Standard, as determined by the City. Group shall not use the City seal, or the OKC Parks brand, without City approval.
- I. With City staff, evaluate the Program to determine if it will continue after summer 2023 through the remainder of the MOU term.
- J. Maintain appropriate documentation, consistent with its responsibilities under this MOU.
- K. Regularly communicate with the City about MOU-related issues. This includes, but is not limited to, timely notifying the City of any Program-related conflicts, complaints, or similar matters.

6. CITY'S RESPONSIBILITIES

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

- A. Provide input to OCCHD in Program design, scheduling, and implementation. This includes, but is not limited to, coordinating Program-related activities with OCCHD staff.

- B. Provide adequate meeting and activity space at the Sites for conducting Program sessions. This includes, but is not limited to, ensuring that each Site has sufficient tables and chairs, as determined by mutual agreement of the parties.
- C. Provide adequate janitorial supplies, cleaning, utilities, and similar resources needed to conduct the Program at the Sites.
- D. At its option, help OCCHD advertise and promote the Program. Such activities shall be consistent with the requirements of Subsection 5.H.
- E. Refer Program-related questions to OCCHD.
- F. With OCCHD staff, evaluate the Program to determine if it will continue after summer 2024 through the remainder of the MOU term.
- G. Maintain appropriate documentation, consistent with its responsibilities under this MOU.
- H. Regularly communicate with OCCHD about MOU-related issues. This includes, but is not limited to, timely notifying OCCHD of any Program-related conflicts, complaints, or similar matters.

7. 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.

8. ALLOWABLE COST AND PAYMENT

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

9. 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.

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- 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 charged by a governmental entity with, any of the offenses enumerated above in this Section.

10. 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 includes, 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 (PHI) that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and codified at 45 CFR, parts 160 and 164 (HIPAA Regulations).

11. POLICIES AND PROCEDURES

- 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.

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- 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; national origin; sex (to include sexual orientation, gender identity, or gender expression); disability, as defined by the Americans with Disabilities Act, as it may be amended; 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.

12. 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.

13. SPECIAL PROVISIONS

- A. 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 applicable local, state, and federal laws and regulations.
- C. This entire MOU shall be in accordance with the laws of the State of Oklahoma and represents the entire agreement between the parties.

14. 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.

15. DISRUPTION BEHAVIOR

The City shall follow in-house policy to address 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 to determine if additional steps (suspension, removal, etc.) are necessary. Agreement on such additional steps shall not be unreasonably withheld.

16. EMERGENCY, INCLEMENT WEATHER, OR UNFORESEEN CIRCUMSTANCE

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent either party from conducting any part of the Program, they shall notify each other's liaisons as soon as is feasible.
- B. If either party, acting in good faith, elects to postpone or cancel any part of the Program as provided for under this Section, it shall do so in writing to the other party (by email, text, or other means). OCCHD shall be responsible for providing proper notice of such postponement or cancellation to Program participants.
- C. If any part of the Program is postponed or cancelled, as provided for under this Section, the City and OCCHD may reschedule it upon mutual consent, which shall not be unreasonably withheld.
- D. Postponement or cancellation of any part of the Program due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City.
- E. As used in this Section, an emergency or other unforeseen circumstance includes, 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 parties from conducting the Program.

17. CONSTRUCTION OF MOU

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

18. AMENDMENT

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

19. ASSIGNMENT

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

20. NO JOINT VENTURE

Nothing in this MOU shall create a joint venture, or agency or employment relationship, between the City and OCCHD.

21. NOTICES

A. Notices 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. Notices to OCCHD regarding this MOU shall be sent to:

Oklahoma City-County Health Department
Legal Services c/o Administrative Services
2600 NE 63rd Street
Oklahoma City, OK 73111
john_gogets@occhd.org
(405) 425-4421

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

22. 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 OCCHD Director or designee is authorized to exercise any right or duty of OCCHD under this MOU.

23. SECTION HEADINGS

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

24. WAIVER OF BREACH

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


REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the Oklahoma City-County Board of Health, acting through the Oklahoma City-County Health Department, this ____ day of _____, 2024.


Blaine Bolding (May 10, 2024 08:30 CDT)

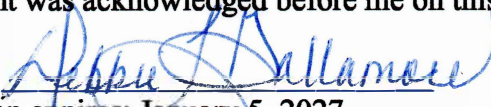
Blaine Bolding
Deputy Chief Executive Officer

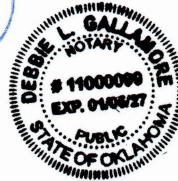
REVIEWED for form and legality.


April 28, 2024
OCCHD Legal Counsel

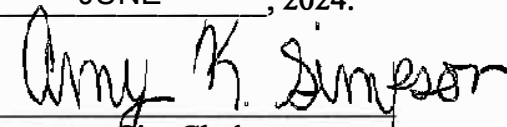
Oklahoma County)
) SS:
State of Oklahoma)

This instrument was acknowledged before me on this 10th day of May, 2024.

Notary Public 
My commission expires January 5, 2027
Notary # 11000099



APPROVED by the Council of The City of Oklahoma City this 4TH day of JUNE, 2024.


City Clerk




Mayor

REVIEWED for form and legality.


Assistant Municipal Counsel