

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OKLAHOMA CITY AND OKLAHOMA CITY PUBLIC
SCHOOLS**

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District No. 89 of Oklahoma County, Oklahoma, also known as Oklahoma City Public Schools ("District"), located at 615 N. Classen Blvd., Oklahoma City, OK 73106, and The City of Oklahoma City ("City"), located at 200 N. Walker Ave., Oklahoma City, OK 73102.

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 (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, the City desires to use certain public school facilities, to include athletic fields and gymnasiums, for recreational and educational programs; and

WHEREAS, the District owns certain public school facilities, to include athletic fields and gymnasiums; and

WHEREAS, the District desires to use athletic fields and gymnasiums for recreational and educational programs; and

WHEREAS, the City owns certain property identified as athletic fields and gymnasiums; and

WHEREAS, the District desires to authorize the City to use its school facilities in anticipation of creating a favorable effect on participation in the City's recreational and educational programs; and

WHEREAS, the City desires to authorize the District to use its athletic fields and gymnasiums in anticipation of creating a favorable effect on participation in the District's recreational and educational programs; and

WHEREAS, both parties believe that utilizing each others' facilities will mutually benefit both programs, as each will complement the other.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of The City of Oklahoma City that:

1. **DEFINITIONS**

All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this MOU, the following terms and phrases shall have the meaning subscribed herein:

- A. *"City Facilities"* means Douglass Park Baseball Field (Exhibit A-1), Southern Oaks Park Soccer/Football Field and Southern Oaks Park Softball Field (Exhibit A-2.)
- B. *"District Facilities"* means Frederick Douglass High School auditorium, gymnasium, and the track and field facility inside Miller stadium, (Exhibit B-1); and Northwest Classen High School auditorium, gymnasiums, and the track and field at Taft Stadium, (Exhibit B-2.)
- C. *Reservation Season* means any one (1) of four (4), separate timeframes during which the parties may book the facilities under this MOU. The Reservation Seasons are Spring: March 1st through May 31st; Summer: June 1st through August 31st; Fall: September 1st through November 30th; and Winter: December 1st through February 28th.

2. **TERM**

This MOU shall be effective upon approval by both parties and shall continue through December 31, 2025, unless terminated earlier in accordance with termination provisions as outlined herein. This MOU may be renewed for two (2) additional one-year terms, for a maximum of three (3) years, by written consent of the parties.

3. **SCOPE**

The City and District hereby enter into this MOU to provide for reciprocal use of City Facilities and District Facilities. Unless specified otherwise herein, each party shall perform its responsibilities under this MOU at its own expense.

4. **CITY'S RESPONSIBILITIES**

The City shall:

- A. Grant the District reservation priority for use of the City Facilities, as that term is defined herein, for up to one hundred fifty (150) hours total per Reservation Season, for a total of up to six hundred (600) hours total per year, at no out-of-pocket expense to District. (However, due to winter field conditions, use during the Winter Reservation Season is subject to the discretion of the OKC Parks Director or designee.) The parties acknowledge that, if the District were to pay out-of-pocket for such use for four (4) reservation seasons per year, the total cost would be up to seven thousand five hundred dollars (\$7,500.00.)
- B. The City shall ensure that the City Facilities are in a safe playing condition and maintained to the City's standards, as determined by the City. The City shall have no responsibility to mark the fields or take additional steps to prepare them for competitive use by the District. However, the District may line or mark the fields for its use under this MOU upon approval by the City.
- C. For all other athletic field usage outside those listed as City Facilities, the City shall grant the District the ability to reserve OKC Parks' athletic fields, with the same priority as the general public, at 50% of the current rate in effect at the time of booking.
- D. Define operating hours to District in a manner not to unreasonably withhold facility use.

5. **DISTRICT'S RESPONSIBILITIES**

District shall:

- A. The District shall grant the City priority use of the District Facilities for a value of up to \$7,500 per year, pursuant to the Oklahoma City Board of Education Fee Schedule for Class II partners, at no out-of-pocket expense to the City. However, such consideration shall not exceed the value of the District's use, per year, of City facilities, as described in Subsection 4.A.
- B. The District shall ensure that the District Facilities are in a safe playing condition and maintained to the District's standards, as determined by the District. The District shall have no responsibility to mark the fields or take additional steps to

prepare them for competitive use by the City. However, the City may line or mark the fields for its use under this MOU upon approval by the District.

- C. For all other usage of facilities owned by the District outside those listed as District Facilities, the District shall grant the City the ability to reserve such facilities with the same priority as the general public at the Class II rate in effect at the time of booking.
- D. Define operating hours to City in a manner not to unreasonably withhold space.

6. **LIAISONS**

The parties shall each designate at least one (1) staff member to coordinate MOU-related issues and serve as liaisons between the parties. The liaisons shall exchange contact information before the effective date of this MOU.

7. **COMPLETE MOU**

This MOU contains all terms agreed to by the parties. No party shall be bound by any statement or representation not in conformity with this MOU.

8. **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with, Oklahoma law. If ambiguity arises, this MOU shall not be construed strictly for or against any party.

9. **NOTICE**

A. City

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

The City of Oklahoma City
Parks and Recreation Department
Director's Office
420 West Main, Suite 210
Oklahoma City, OK 73102
okcparks@okc.gov

B. District

Official communications to the District regarding this MOU shall be sent to:

Board Clerk, Oklahoma City Public School District I-89

615 N. Classen Blvd.
Oklahoma City, OK 73106
Email: cacates@okcps.org

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

10. **CONSIDERATION**

City

- A. The City agrees to, at its own expense, provide for the maintenance of its facilities, including but not limited to, all capital improvements, janitorial expenses, replacement of all mechanical apparatus, and general maintenance.
- B. The City also agrees to allow the District to use certain City recreational facilities, to be agreed upon by the parties, as outlined in Section 4, herein.
- C. The City retains the right to permit the use of its facilities.

District

- A. The District agrees to, at its own expense, provide for the maintenance of its facilities, including but not limited to, all capital improvements, janitorial expenses, replacement of mechanical apparatus, and general maintenance.
- B. The District also agrees to allow the City to use certain facilities of the District, to be agreed upon by the parties, as outlined in Section 5, herein.
- C. The District retains the right to permit the use of its facilities.

11. **EXECUTION IN MULTIPLE COUNTERPARTS**

This MOU may be executed in multiple counterparts, each copy of which shall be deemed an original.

12. **LAW GOVERNING TORT LIABILITY OF THE PARTIES**

The parties agree that the Governmental Tort Claims Act, 51 O.S. §§ 151 *et. seq.* and 11 O.S. § 33-104 shall govern all tort actions brought against either party or group of parties. Nothing herein shall be construed as a waiver of the sovereign immunity of the parties.

13. **NON-DISCRIMINATION**

The District 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 MOU.

Nothing in this section shall prohibit the District from establishing categories for participation based on the age, gender, or skill level of the participants.

14. YOUTH PROTECTION POLICY

The City wishes to protect the youth who are participating in youth sports/activities sponsored or funded by the City, or by any youth sports/activity organization using a City facility. Therefore, the City has adopted the standards of the National Recreation and Park Association's (NRPA) recommended guidelines for our Youth Protection Policy. The policy applies to all volunteers who have direct contact with youth sports/activities participants for any youth sports/activities organizations sponsored or funded by the City, or by any youth sports/activities organizations using a City facility. (See Exhibit C.)

15. EACH PARTY RESPONSIBLE FOR ACTS OF ITS AGENTS

Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this MOU subject to the limitations set forth in the Governmental Tort Claims Act, 51 O.S. § 151 *et. seq.* and 11 O.S. § 33-104, but not for the acts or omissions of the public officers, employees and/or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between the officers, agents, and/or employees of either party with any other party or group of parties.

16. TERMINATION OF MOU

This MOU shall be terminable by either party upon fifteen (15) calendar days' written notice for any or no reason whatsoever. Immediate termination of the MOU shall occur if City funds to operate the programs are unavailable, as determined by the City.

17. DESIGNEES

The City Manager or designee is authorized to approve use by the District of any property or facility owned and operated by the City that is appropriate for recreational and educational purposes that mutually benefit the City and the District, as agreed upon by the City Manager or designee and the Superintendent of the District or designee.

The Superintendent of the District or designee is authorized to approve use by the City of any property or facility owned by the District that is appropriate for recreational and educational purposes that mutually benefit the District and the City, as agreed upon by the Superintendent of the District or designee and the City Manager or designee.

18. ASSIGNMENT AND SUBLETTING

Neither this MOU nor any benefits it confers may be assigned, transferred, or sublet without prior, written approval of the City.

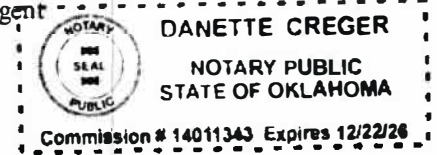
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APPROVED by Independent School District No. 89 of Oklahoma County, Oklahoma, this
7 day of March, 2025.

Brad Hugen

Authorized Agent

Oklahoma County)
State of Oklahoma) SS:



This instrument was acknowledged before me on this 7 day of March, 2025.

Notary Public Danette Greger My commission expires 12/22/26.

APPROVED by the Council of The City of Oklahoma City this 25TH day of
MARCH, 2025.

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality

Jill Burnett
Assistant Municipal Counselor

Exhibit A-1
Douglass Park Baseball Field
(Attached)

Exhibit A-1

Legend

Parks Athletic
Fields

Field Type

Baseball/Softball



Exhibit A-2

Southern Oaks Park Soccer/Football Field

(Attached)

Exhibit A-2 Legend

Parks Athletic
Fields

Field Type

Baseball/Softball

Soccer/Football

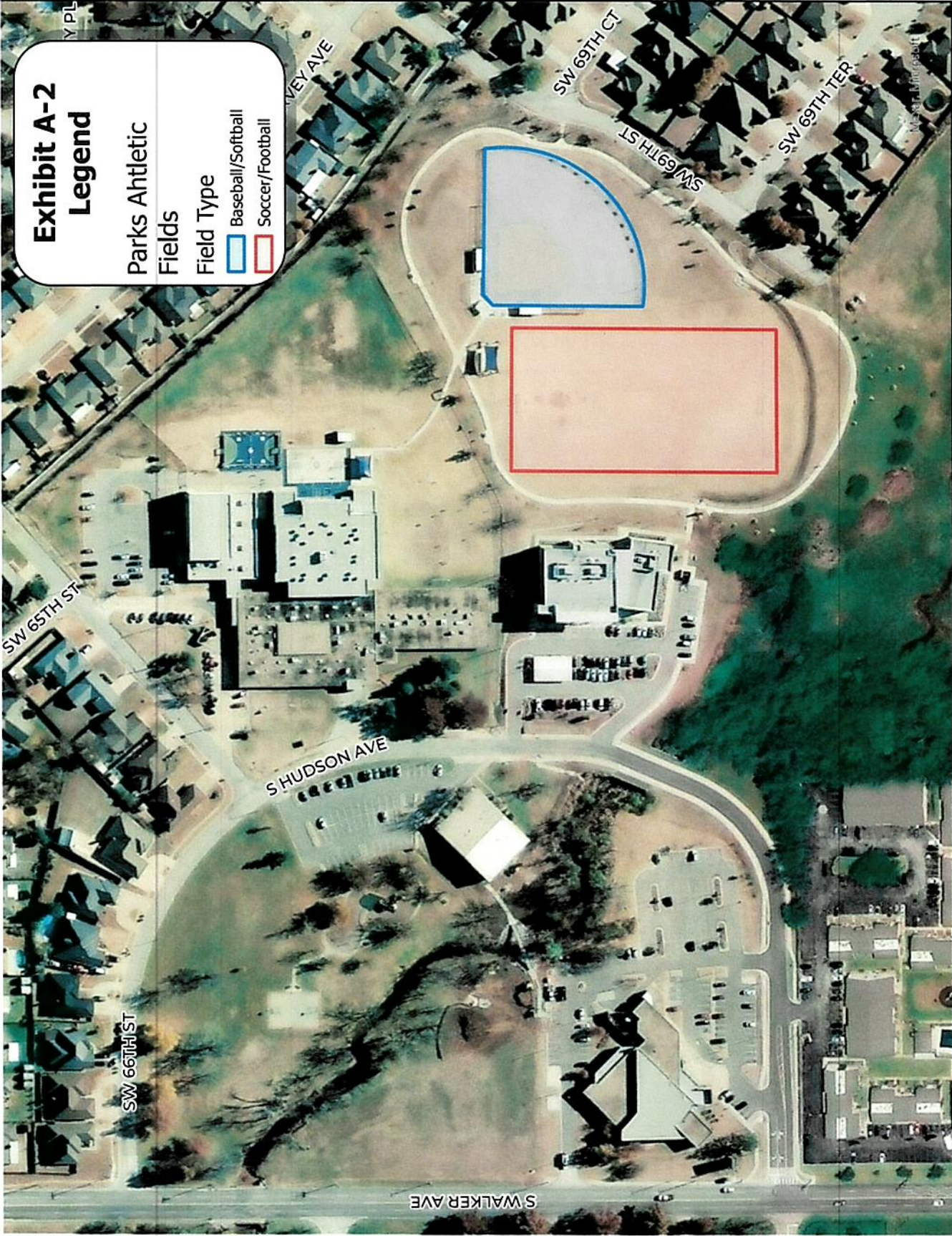


Exhibit A-3

Southern Oaks Park Softball Field

(See Previous Page)

Exhibit B-1
Frederick Douglass High School Facilities
(attached)

Exhibit B-1

Legend

Frederick Douglass

High School

FieldType

 School Property



Exhibit B-2
Northwest Classen High School Facilities
(attached)



Exhibit B-2 Legend

FieldType
School Property

Exhibit C
Youth Protection Policy
(Attached)

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.

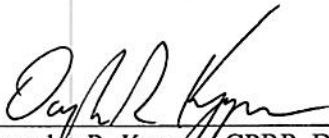
Attachments:

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 _____ (title) of _____ (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 ____ day of _____, 20__.

By Brad Hergen

(Signature)

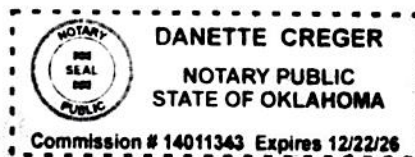
By Assistant Superintendent

(Name and Title)

Oklahoma County)

) SS:

State of Oklahoma)



This instrument was acknowledged before me on this 7 day of March, 2025.

Notary Public Danette Creger

My commission expires 12/22/26.

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: _____