

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 Disc Golf Association (Group).

WITNESS:

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

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

WHEREAS, the City owns the Will Rogers Park Disc Golf Course, located at 3400 Northwest 36th Street; the Dolese Youth Park Disc Golf Course, located at 5105 Northwest 50th Street; and Trospen Park, located at 2300 Southeast 29th Street; and

WHEREAS, Group's mission is to improve the quality, value, and organization of disc golf in Oklahoma City; and

WHEREAS, on December 18, 2018 (Item No. VII.AV.), the City and Group entered into a separate MOU, under which Group provided and installed eighteen (18) new disc golf baskets and poles (Improvements) at the Will Rogers Park Disc Golf Course; and

WHEREAS, on October 8, 2019 (Item No. VII.BP.), the City and Group entered into a separate MOU, under which Group provided and installed similar Improvements at the Dolese Youth Park Disc Golf Course; and

WHEREAS, previously, Group partnered with Oklahoma City Beautiful, Inc., under a Landscape Improvement and Maintenance Agreement dated February 7, 2012, to donate and install additional trees along the Dolese Youth Park Disc Golf Course; and

WHEREAS, Group wishes to enter into a new MOU to allow it to maintain the Improvements and provide disc golf-related programming at the Will Rogers Park Disc Golf Course and at the Dolese Youth Park Disc Golf Course, as well as to create and program a new eighteen-hole (18-hole) disc golf course at Trospen Park; and

WHEREAS, the City is willing to enter into this MOU to establish a framework for the activities listed above; and

WHEREAS, for this Agreement, the Will Rogers Park Disc Golf Course, the Dolese Youth Park Disc Golf Course, and the proposed disc golf course at Trospen Park shall be known collectively as the "Locations" (see Attachments A-C, incorporated herein.)

NOW THEREFORE, the parties agree:

1. GRANT

The City hereby enters into this MOU to allow Group to install and/or maintain Improvements, and to provide disc golf programming, at the Locations. Group's activities shall be subject to applicable ordinances and the other MOU provisions.

2. ACTIVITIES AT THE PARTIES' EXPENSE

Except as specified herein, the City and Group shall conduct their activities under this MOU at their own expense.

3. TERM AND AMENDMENT

This MOU shall be effective for three (3) years from the date of approval by the City. Upon mutual consent, it may be renewed for two (2) additional, one-year (1-yr.) terms, for a total of five (5) years. This MOU may be amended by mutual agreement of the parties.

4. TIMELY COMPLETION OF NEW IMPROVEMENTS

Group shall install the new, 18-hole disc golf course at Trospen Park within one hundred eighty (180) calendar days after the effective date of this Agreement.

5. PLANS AND SPECIFICATIONS

Before constructing Improvements at the Locations, Group shall prepare Plans and Specifications for approval by the City's authorized agent(s). Group shall not make substantial changes to the Locations without approval of the City's authorized agent(s).

6. COURSE LAYOUTS

- A. Before starting construction, Group shall submit its proposed layout for the Trospen Park Disc Golf Course for approval by the City's authorized agent(s). (See Attachment C.)
- B. Group shall not change the layouts of proposed or existing disc golf courses at the Locations without approval of the City's authorized agent(s).

7. PDGA STANDARDS

Group's activities under this MOU shall be consistent with Professional Disc Golf Association standards.

8. IMPROVEMENTS ARE CITY PROPERTY/NON-EXCLUSIVE USE

- A. At the City's option, all Improvements made under this MOU shall become City property either upon approval by the City, or at the expiration or termination of this MOU. If the City exercises its rights under this Subsection, Group shall peacefully surrender the Improvements as directed by the City's authorized agent(s), free of any claim, lien, or encumbrance.

- B. In the alternative to Subsection 8.A., at the expiration or termination of this MOU, the City may direct Group to remove its Improvements made under this MOU. If so, Group shall promptly remove such Improvements and return the Locations to pre-existing condition or better, normal wear and tear excepted. If Group does not comply with this directive, the City may do so at Group's expense.
- C. This MOU does not grant Group exclusive use of its Improvements. Consistent with the other MOU provisions, such Improvements shall be available to group on equal terms with other park users. Group shall not prohibit or discourage lawful use of the Improvements by others.
- D. Upon the expiration or termination of this MOU, Group shall remove any personal property from the Locations within ten (10) calendar days. If Group does not do so, the City may dispose of such items immediately without cost or liability. As used in this Subsection, "personal property" shall not include Improvements that are, or shall become, City property.
- E. Upon written notice to Group, the City may suspend or modify any action by Group that results in a public ouster from the Locations.

9. ASSIGNMENT AND SUBLETTING

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

10. CITY MAINTENANCE OF IMPROVEMENTS

If, upon the expiration or termination of this MOU, the City retains any Improvements, it shall maintain them in a manner suitable for their intended use, as determined by the City's authorized agent(s).

11. COMPLIANCE WITH LAWS

All activities under this MOU shall comply with applicable laws, rules, regulations, guidelines, and policies. This shall include, but is not limited to, compliance with City construction codes and the terms of City-issued permits for special events at the Locations.

12. UNDERGROUND UTILITY LOCATES

Before installing Improvements at the Locations, Group shall call OKIE, at 811 or at 1-800-522-OKIE, to arrange an underground utility locate. The City's authorized agent(s) shall be notified in advance and may be on site to monitor all excavation at the Locations.

13. TERMINATION WITHOUT CAUSE

- A. Either party may terminate this MOU, for any reason and without cost or liability, upon sixty (60) calendar days' written notice to the other party.

- B. If the City terminates this MOU without cause, as provided for in Subsection 13.A., it shall honor the terms of any event permits issued to Group pursuant to this MOU and approved before the effective date of termination.

14. TERMINATION FOR CAUSE

- A. If Group fails to fulfill any MOU terms, the City may give it written notice to correct such breach within ten (10) calendar days. If Group does not do so, the City may terminate this MOU immediately without cost or liability.
- B. Consistent with the other requirements of this Section, if the City's authorized agent(s) determine, in good faith, that Group has allowed a condition at the Locations that poses a significant threat to persons or property, they may declare Group to be in breach and cancel this MOU immediately without cost or liability. However, if upon such notice, Group demonstrates an ability to promptly correct the situation, it shall have a reasonable opportunity to do so before the City cancels this MOU.
- C. The City may waive any MOU breach. However, that shall not constitute a continuing waiver of similar or additional MOU breaches. Also, the City may, at any time, require future compliance with a previously waived MOU breach.

15. GOVERNING LAW

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

16. REPRESENTATIONS

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

17. INDEMNIFICATION

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

CONTINUED ON THE NEXT PAGE

18. INSURANCE

- A. Group shall provide a comprehensive general liability insurance policy sufficient to meet the City's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the Permit term, as described in Section 3. Group shall pay required insurance premiums or deductibles.
- B. Group's insurance policy shall name the City as additional insured. Group shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' written notice to the City by certified mail using the contact information contained in Subsection 28.A.
- C. Consistent with the other requirements of this Section, Group shall provide the City's authorized agent(s) with a certificate of insurance before this MOU is docketed for City Council action. (See Attachment D, incorporated herein.)
- D. The parties acknowledge that Group's required insurance coverage may be supplied by Oklahoma City Beautiful, Inc., through the Adopt-A-Park program.
- E. Group shall ensure that any contractors it uses to perform activities under this MOU comply with the insurance requirements of this Section.

19. LIAISONS

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

20. RELEASES

- A. Group shall ensure that, before performing any tasks under this MOU, all adult volunteers sign an Acknowledgement and General Release. (Release, see Attachment F, incorporated herein).
- B. Group shall ensure that, before performing any tasks under this MOU, all minor volunteers submit a Release signed by their parent or legal guardian (see Attachment G, incorporated herein).
- C. Group shall maintain copies of the Releases required under this Section and provide them to the City's authorized agent(s) upon request.

21. HAZARD OR NUISANCE REMOVAL

If, as determined by the City's authorized agent(s), Group's Improvements become a hazard or nuisance, the City may remove them immediately without cost or liability.

22. INCREMENTAL REPAIR OR REPLACEMENT

When repairing or replacing Improvements at the Locations, Group shall, where feasible, work incrementally to avoid taking the courses completely out of use at any time. In addition, Group shall coordinate its activities under this MOU with the City's authorized agent(s) to avoid unreasonable interference with the City's operation and maintenance of surrounding park property.

23. COMPLETE AGREEMENT

- A. This MOU contains all terms agreed to by the parties. Neither party shall be bound by any representation not in conformity with this MOU.
- B. This MOU shall be construed as a whole, according to its fair meaning.

24. NO DAMAGE TO CITY PROPERTY

Group shall protect City property at the Locations. If City property is damaged due to activities under this MOU, Group shall restore it to pre-existing condition or better, normal wear and tear excepted, or otherwise compensate the City for actual losses.

25. SIGNS

Group shall not install signs at the Locations without approval of the City's authorized agent(s). Proposed signs must meet applicable City codes. Group shall submit, for approval by the City's authorized agent(s), an illustration showing details of the design, location, and installation methods for the signs.

26. ENVIRONMENTAL

Group shall not use or permit chemical substances or hazardous materials at the Locations without approval of the City's authorized agent(s). Group shall provide a Safety Data Sheet (SDS) for all products, substances, or materials to be applied or used at the Locations. Group warrants that any application of chemical substances or hazardous materials at the Locations shall be done by a person who is a Certified Chemical Applicator in the state of Oklahoma. Proof of the applicator's current license shall be provided, along with the SDS sheet and other information required under this MOU.

27. CITY'S RIGHT OF ENTRY AND INSPECTION

The City's authorized agent(s) shall have the right, but not the duty, to enter or inspect the Locations at any time and for any official purpose. This shall include, but is not limited to, verifying compliance with this MOU.

28. NOTICES

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

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

and

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

- B. Official communications to Group under this MOU shall be sent to:

Oklahoma City Disc Golf Association
c/o Jason Schwake, President
6615 Northwest 30th Terrace
Bethany, OK 73008
jason.schwake@innovadiscs.com
(405) 408-8300

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

29. AUTHORIZED AGENT

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

30. ANNUAL VOLUNTEER SURVEY

Each year, Group shall report to the City's authorized agent(s) the estimated value of its activities under this MOU. The data provided shall include, but is not limited to, Group's expenses and the estimated number of hours its volunteers spent improving or maintaining the Locations. Group shall provide its report on a standardized form to be supplied in advance by the City's authorized agent(s).

31. SECTION HEADINGS

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

32. FRANCHISES FOR PUBLIC UTILITIES

This MOU shall be subject and subordinate to current or future franchises granted by the City to any public utility, firm, or corporation to use the public ways. This MOU shall be further subject and subordinate to the right and power of the City to construct, operate, and maintain public utilities or facilities in, above, or under the public ways.

33. ADA COMPLIANCE

Group warrants that its Improvements shall be compliant with the Americans with Disabilities Act (ADA), as it may be amended.

34. OTHER PERMITS AND APPROVALS

Group shall obtain other permits or approvals required for its activities under this MOU. These shall include, but are not limited to, construction, use, and safety permits; special event or revocable permits; and other governmental approvals.

35. NO JOINT VENTURE

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

36. TREE TRIMMING AND REMOVAL

Group shall ensure that only arborists licensed by the City trim trees at the Locations. Group shall not remove trees at the Locations without approval of the City's authorized agent(s). Such authorization may require Group to submit a tree removal plan for approval by the City's authorized agent(s).

37. NON-DISCRIMINATION

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

38. MAINTENANCE AND REPAIR

- A. Except as expressly provided herein, Group shall be responsible for installation, maintenance, and repair of Improvements at the Locations. Group shall maintain its Improvements to the City's reasonable standards for amenities in a City park. Group shall regularly inspect (and, as necessary, repair) its Improvements and provide all equipment, supplies, and labor needed to fulfill its obligations under this Section.

- B. The City shall mow turf areas of the Improvements under its established mowing schedules for Will Rogers Park, Dolese Youth Park, and Trosper Park.

39. CONFLICT OF INTEREST

No agent or employee of the City shall have any financial interest in this MOU. Group shall promptly notify the City of any known, or potential, conflict of interest involving any City agent or employee.

40. CONSIDERATION

- A. Group shall install and maintain the Improvements, as described herein, for the use and enjoyment of the public.
- B. In recognition of Group's commitments under Subsection 40.A., and consistent with the requirements of Section 41, Group shall not be required to pay event permit fees for its special events held at the Locations.
- C. The parties shall work together to market and promote the Improvements and related special events. Such efforts shall be consistent with the OKC Parks Brand Standard, as determined by the City's authorized agent(s). Any items that use the City seal, or the OKC Parks brand, shall be approved by the City's authorized agent(s) before public use. All advertising and marketing efforts shall be designed to ensure mutually beneficial results. However, the City's authorized agent(s) reserve the right to modify any content.
- D. The consideration due under this Section shall be in addition to the parties' responsibilities described elsewhere in this MOU.

41. EVENT PERMITTING

- A. Consistent with the other requirements of this Section, Group shall be authorized to schedule and conduct special events at the Locations. These shall include, but are not limited to, leagues, tournaments, and clinics. Such events may be organized and presented by Group alone or in conjunction with partner organizations.
- B. All special events held at the Locations shall require event permits issued by the City. Group shall work with the City's authorized agent(s) to secure necessary approvals. Depending on the nature and scope of the event, Group (or its partner organizations) may have to attend a City Services Meeting or obtain a revocable permit. Third-party applicants shall be assessed standard event permit fees.

42. APPROVALS NOT UNREASONABLY WITHHELD

Consistent with the terms contained herein, the parties shall not unreasonably withhold approvals required under this MOU.

43. NO THIRD-PARTY BENEFICIARY

This MOU shall create no third-party beneficiaries.

44. TIME OF THE ESSENCE

For this MOU, time shall be of the essence.

45. VALIDITY

If any MOU provision is determined by a court of appropriate jurisdiction to be invalid, that shall not affect the validity of other MOU provisions, which shall remain in full force and effect.

46. EXCUSABLE DEFAULT

A. Neither party shall be liable for any delay, interruption, or prevention of installation, maintenance, or repair at the Locations caused by lawsuits or appeals, zoning or other governmental actions, any injunction or equitable writ, riot, insurrection, war, terrorism, severe weather, fire, Acts of God, or other unforeseen circumstances.

B. As used in this Section, “unforeseen circumstances” shall include, but is not limited to, the declaration of a state of emergency by a federal, state, or local jurisdiction.

47. OPTIONAL CITY IMPROVEMENTS

The City makes no commitment to alter, maintain, or repair the Improvements. However, it reserves the right to do so at any time. The City’s authorized agent(s) shall make reasonable efforts to notify Group in advance of such activities. However, the City shall not be liable for related costs or disruption incurred by Group.

48. NO ADVERSE CONDITIONS

Group shall not allow conditions at the Locations that adversely affect their future development, maintenance, or use by the City.

49. REPLACEMENT OF IMPROVEMENTS

A. If Group’s improvements are damaged or destroyed, Group may replace them upon approval of the City’s authorized agent(s).

B. In the alternative to Subsection 49.A., the City may, at its option, replace Group’s damaged or destroyed Improvements. However, it makes no commitment to do so.

50. NO PROPERTY RIGHT

Group acknowledges that this MOU grants it no property right to the Locations.

51. YOUTH PROTECTION POLICY

Group shall ensure that its adult agents who will interact with minors at the Locations pass a background check consistent with the OKC Parks’ Youth Protection Policy. (See Attachment E, incorporated herein.) Group shall maintain documentation of such background checks and provide it to the City upon request.

52. REPORTS ON SPECIAL EVENTS

Upon request, Group shall submit to the City's authorized agent(s) a list of planned special events at the Locations. The information provided shall include, but is not limited to, the dates, times, nature, and estimated attendance or participation for such events.

53. UTILITIES

Group shall provide all utilities needed to install, maintain, or operate its Improvements. Related utility accounts shall be placed in Group's name. The City shall not be liable for the failure or disruption of any utility serving the Improvements.

54. NO CAMPING

Group shall not allow camping at the Locations.

55. AVAILABLE RESOURCES

The City and Group shall fulfill their responsibilities under this Agreement based on available resources, as determined by their authorized agent(s). However, if either party determines that it lacks such available resources, it shall promptly notify the other party.

56. FACILITY NAMING AND SPONSORSHIPS

- A. Group shall not name the Improvements without approval of the City's authorized agent(s). Such actions shall be governed by the City's Park Naming and Renaming Policy.
- B. Group shall not enter into sponsorship or naming rights agreements for the Improvements without approval of the City's authorized agent(s).

57. EROSION CONTROL

Group shall take reasonable steps to control erosion around tee boxes at the disc golf courses. This shall include, but is not limited to, regularly aerating those areas and over-seeding them with suitable grass varieties, or, as funds permit, installing concrete tee boxes.

58. NO GLASS BOTTLES

Consistent with the requirements of Section 11, Group acknowledges that, under the Oklahoma City Municipal Code, glass bottles are prohibited at the Locations. This prohibition includes, but is not limited to, soft-drink or beer bottles.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the Oklahoma City Disc Golf Association this 6th day of September, 2022.



[Signature]
Authorized Agent

Oklahoma County)
State of Oklahoma) SS:

This instrument was acknowledged before me on this 6th day of September, 2022

Notary Public Oswaldo Orozco My commission expires 10.29.25

APPROVED by the Council of The City of Oklahoma City this 27th day of September, 2022.

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Richard E. Mahoney
Assistant Municipal Counselor

Attachment A

Will Rogers Park Disc Golf Course

(Attached)

Exhibit A Location



Will Rogers Disc Golf - Memorandum of Understanding
Oklahoma Disc Golf Association
Oklahoma City Parks and Recreation Department
October 5, 2018



Exhibit A

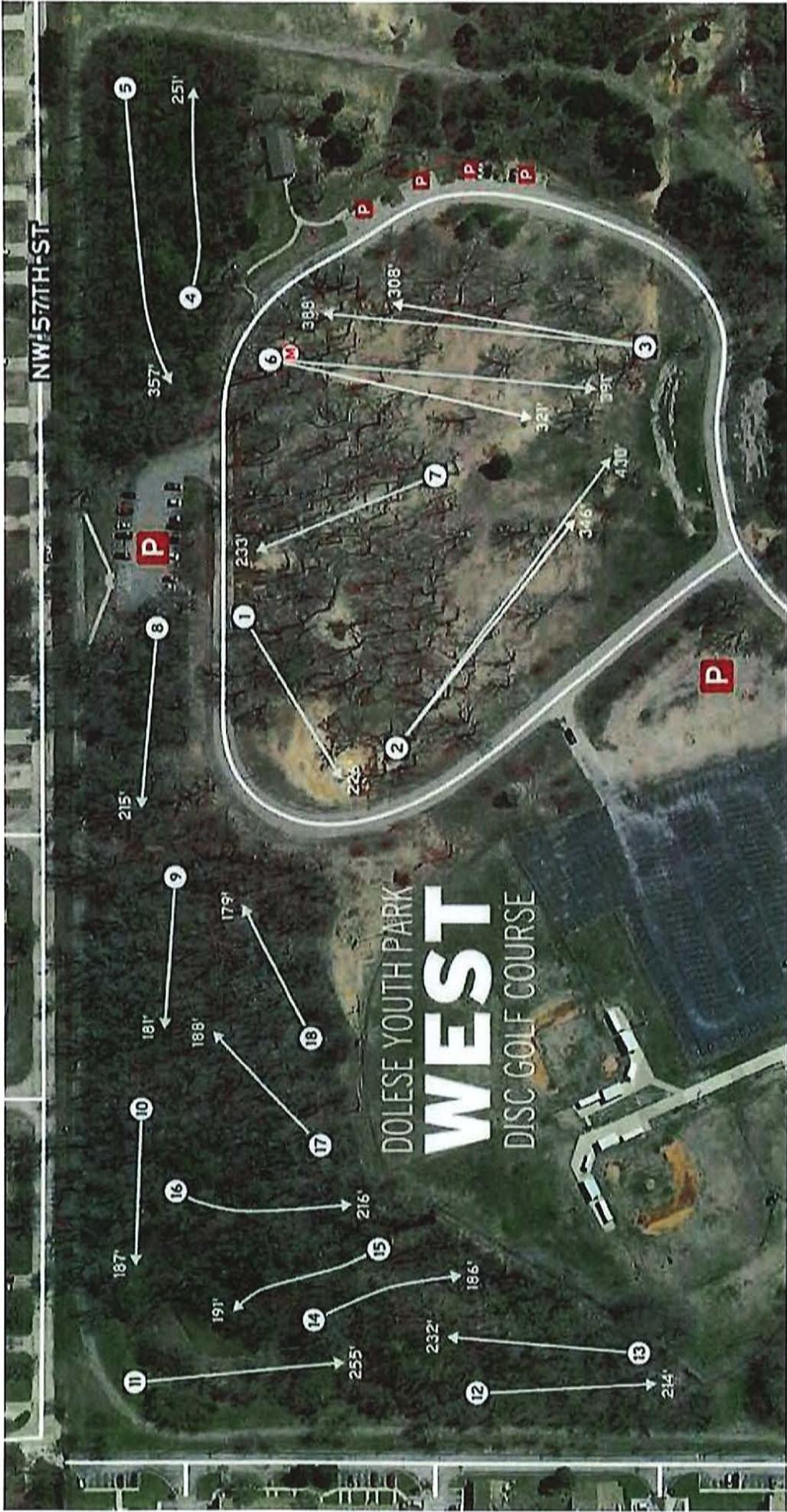


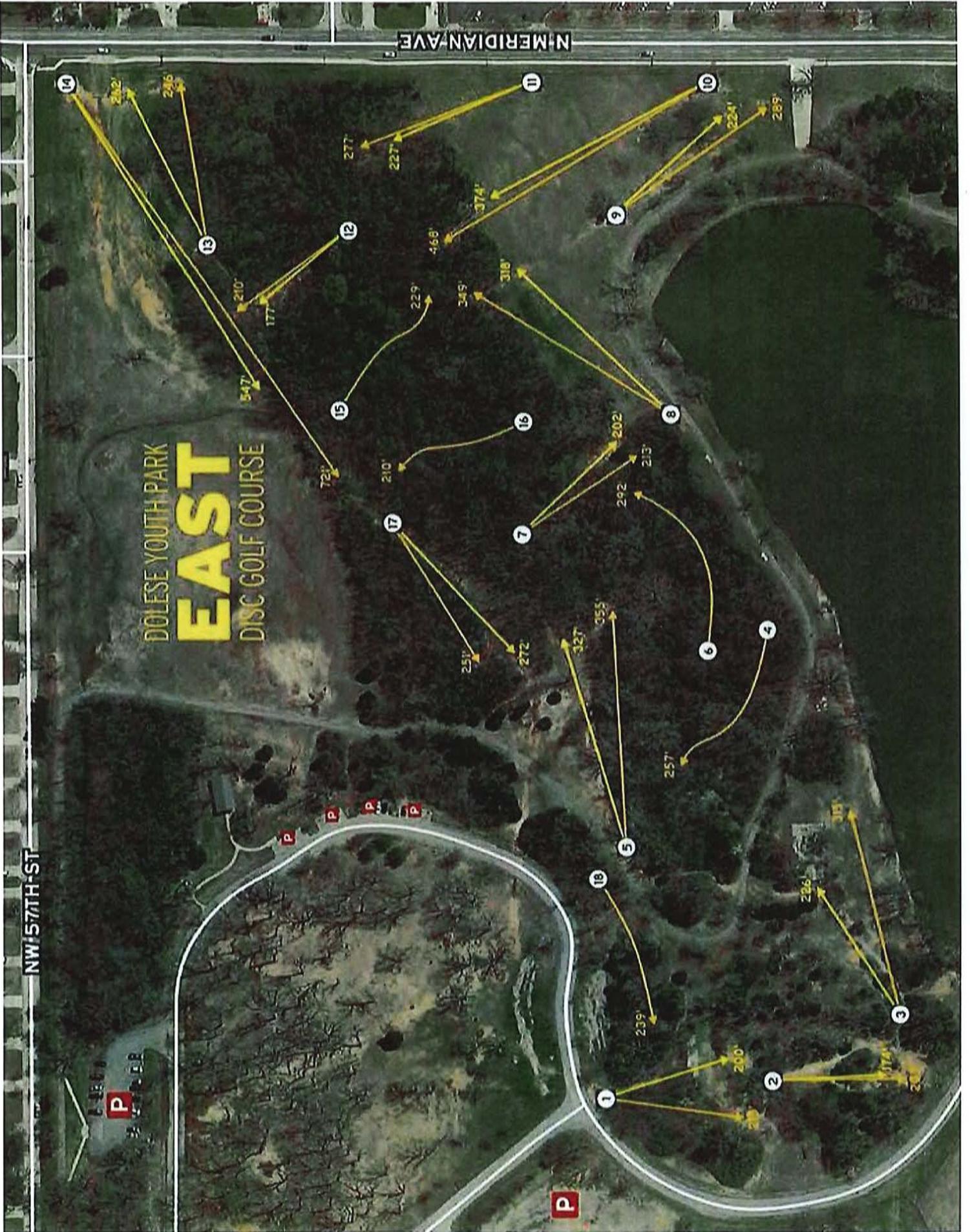
Not to Scale

Attachment B

Dolese Youth Park Disc Golf Course

(Attached)





Attachment C

Proposed Tropser Park Disc Golf Course

(Attached)



Troesper Park DGC

Course Length As Shown

5,275'

Attachment D

Certificate of Insurance

(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2022

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

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

| | |
|---|--|
| PRODUCER Cole, Paine & Carlin Insurance PO Box 18444 1140 NW 50th Street Oklahoma City OK 73154 | CONTACT NAME: Kylie Kirkland |
| | PHONE (A/C, No, Ext): (405) 843-5678 FAX (A/C, No): (405) 843-5781 |
| | E-MAIL ADDRESS: kkirkland@cpinsurance.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Philadelphia Indemnity Ins. Co |
| | INSURER B: Security National Ins Company |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: 22-23 D&O all lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | PHPK2370915 | 3/10/2022 | 3/10/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | PHUB800547 | 3/10/2022 | 3/10/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | AGGREGATE \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | SWC1367193 | 1/1/2022 | 1/1/2023 | PER STATUTE OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Directors & Officers | | | PHSD1695887 | 3/10/2022 | 3/10/2023 | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is shown as an Additional Insured under the General Liability coverage for the work of the insured, if required or agreed to under Written Contract, subject to the terms and conditions of the policy, with 30 Day Notice of Cancellation endorsement.

CERTIFICATE HOLDER

City of Oklahoma City
200 North Walker Ave
Oklahoma City, OK 73102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Carlin/HARMHE

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Attachment E
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 President (title) of Oklahoma City Disc Golf Association (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 6th day of September, 2022

By [Signature]
(Signature)

By JASON SCHWAKE
(Name and Title)

Oklahoma County)
) SS:
State of Oklahoma)

This instrument was acknowledged before me on this 6th day of September, 2022.

Notary Public [Signature] My Commission expires 10.29.25

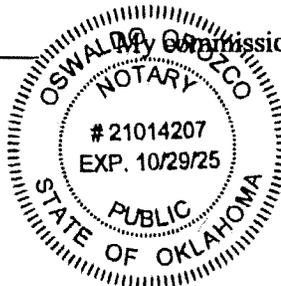


Exhibit B

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: _____

Attachment F
ACKNOWLEDGEMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer of the Oklahoma City Disc Golf Association (Group) and have agreed to help install or maintain disc golf improvements, or facilitate related programming, in Will Rogers Park, Dolese Youth Park, or Trosper Park (collectively, the Locations). I also acknowledge that I am not employed or contracted by Group or The City of Oklahoma City (City) to perform work or other tasks at the Locations. 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, personal injury, or death. I also understand that I can avoid these inherent risks by not volunteering. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgement and General Release (Release), I affirm that neither the City nor Group 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 the City and Group, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities at the Locations.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

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

Attachment G
ACKNOWLEDGMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers of the Oklahoma City Disc Golf Association (Group) and have agreed to help install or maintain disc golf improvements, or facilitate related programming, in Will Rogers Park, Dolese Youth Park, or Trosper Park (collectively, the Locations). I also acknowledge that neither I nor my child(ren) are employed or contracted by Group or The City of Oklahoma City (City) to perform work or other tasks at the Locations. 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, personal injury, or death. I also understand that I and/or my child(ren) can avoid these inherent risks by not volunteering. I further understand that factors beyond my control, *including negligence*, may affect our safety. In signing this Acknowledgement and General Release (Release), I acknowledge that neither the City nor Group 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 the City and Group, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities at the Locations.

Signed this _____ day of _____, 202 ____.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

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