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TPS

facsimile
TRANSMITTAL

to: Linda Cain
fax #: 746-6565
re: user Agreement and forms
date: May 14, 1997
pages: 10, including this cover sheet.

I will follow up w/ a hard copy in the mail. Let me know if you need any additional information.

Thanks.

From the desk of...

Lucy Dolman
Leisure Resource Program Manager
Tulsa Park and Recreation Department
1710 W. Charles Page Blvd
Tulsa, OK 74127

596-2490
Fax: 596-2550

COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 14th day of September, 1976, by and between the CITY OF TULSA, OKLAHOMA, a municipal corporation, hereinafter called "City," and the INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY, OKLAHOMA, hereinafter called "School District."

W I T N E S S E T H:

WHEREAS, City and School District have previously heretofore and during the periods of September 1, 1973, through August 31, 1974; September 4, 1974, through August 31, 1975; and September 1, 1975, through August 31, 1976, entered into mutual cooperation agreements in order to promote the most continual use possible of community recreational facilities owned by both said entities; and

WHEREAS, it is now deemed desirable that a similar agreement be made and entered into for the period effective September 1, 1976, through August 31, 1977.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTEIS HERETO AS FOLLOWS:

1. The term of this agreement shall be for a period of one (1) year, effective September 1, 1976, and ending August 31, 1977, and shall continue in full force and effect from year to year thereafter unless terminated by either party hereto in accordance with the provisions of paragraphs 6 or 7, hereinafter contained.
2. School District and City hereby mutually grant, each to the other, the free use of their respective recreational facilities, excluding City golf courses (except as hereinafter provided), for recreational activities directly conducted or sponsored by both entities. School District and City will each designate a "scheduling" representative, who shall be responsible for coordinating the scheduling of all involved facilities.
3. School District and City shall be responsible, each to the other, for any damages done to any facility by the user organization. Additionally, either entity shall have the right

to require reimbursement from the using entity in the event any use of a recreational facility will create an additional expense, such as additional custodial expense or grounds maintenance expense for ball diamonds or golf courses, which would not otherwise have been incurred by the lending entity.

4. School District hereby grants to the City the right to use School District's basketball gymnasium and other specialized facilities, such as swimming pools, ~~cafeterias~~^{classrooms}, dining rooms and auditoriums, so long as such use remains in strict conformity with the School District's policies and regulations as contained in its publication entitled, "Community Use of Tulsa Public School Facilities." The City shall have the right to allocate basketball practice sessions to any organizations approved by City for participation in the City's recreational basketball program. City shall require, however, that such organizations to whom practice or usage hours are allocated make appropriate arrangements with the City's and School District's scheduling representatives for supervision and financial responsibility relative to the use of the basketball gymnasiums.

5. City hereby agrees in exchange for School District's grant of basketball gymnasium use, to grant to School District the free use of the City's golf courses for students of the School District who participate in the School District's golf programs. The School District's and City's scheduling representatives shall arrange for the distribution of identification cards to participating students and shall assure that each participating golf team provides a supervisor for each round of golf played. City also hereby agrees that School District shall be entitled to the use of tennis courts, ball diamonds and recreation center gymnasiums for "sixth hour" physical education programs, so long as such use remains in strict conformity with Park and Recreation Policies and Regulations concerning "closed group" usage of City's park and recreational facilities.

6. City hereby agrees that City and any of City's designated user organizations shall strictly comply with Title IX of the Federal Education Amendments of 1972, or any subsequent amendments thereto, and with the applicable regulations thereto, promulgated by the United States Department of Health, Education and Welfare. In this regard, should School District have reason to believe that City or any of its designated user organizations are not in compliance with the provisions of Title IX and the HEW regulations pertinent thereto, School District shall promptly notify City of such failure to comply and shall specify what action City must take to bring the usage of School District's facilities into compliance with the aforesaid law and regulations. Should the City be unable to promptly effect a correction of the violations of such law and regulations, School District may terminate this Agreement in its entirety by giving five (5) days' written notice of its intent to so terminate.

7. School District and City shall have the right to terminate this Agreement at any time upon thirty (30) days' written notice to the other entity, but such termination shall not eliminate events which have been previously scheduled. This provision for termination and continuation of previously scheduled events shall be applicable in any instance other than the provisions for termination of this Agreement as contained in paragraph 6 immediately supra.

8. This Agreement does not include scheduling in the six (6) designated schools referred to as "Community Schools" (Byrd, Remington, Foster, Park, Monroe and Whitney). Any usage by City or City-sponsored organizations in such schools shall be subject to the prior right of the use of such facilities for the Community Schools program and the scheduling for the use of facilities in such schools shall be made through the Community Schools Coordinating Committee or its designated representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first hereinabove written.

CITY OF TULSA, OKLAHOMA
a municipal corporation

By Robert J. La Fortune
Mayor

ATTEST:

J. Campbell
City Auditor

APPROVED:

Waldo L. Sales ~~WLD~~
City Attorney

William L. Baker
Chairman of the Tulsa Parks and
Recreation Board

"City"

INDEPENDENT SCHOOL DISTRICT
NUMBER 1 OF TULSA COUNTY,
OKLAHOMA

By W. Sanders
President

ATTEST:

Charlotte S. Slavin
~~Secretary~~ - C. Lewis

APPROVED:

Daid W. Rust
Legal Counsel

"School District"