

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~~<sup>by the City</sup>, 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.

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 A. Fortune  
Mayor

ATTEST:

J. Campbell

City Auditor

APPROVED:

Waldo L. Baker

City Attorney

W. L. Baker

Chairman of the Tulsa Parks and Recreation Board

"City"

INDEPENDENT SCHOOL DISTRICT  
NUMBER 1 OF TULSA COUNTY,  
OKLAHOMA

By

W. L. Sanders

President

ATTEST:

Charlotte S. Blum

~~Secretary~~ C. Bonds

APPROVED:

David H. Smith

Legal Counsel

"School District"