

## MEMORANDUM OF UNDERSTANDING

For the Lease and Management of the Crisis Center No. 1

This Memorandum of Understanding ("MOU") is entered into on the ~~16TH~~<sup>20TH</sup> day of ~~JANUARY 2023~~<sup>JANUARY 2024</sup>, by and between the City of Oklahoma City, Oklahoma, a municipal corporation, by and through its trust the Oklahoma City Public Property Authority ("OCPPA") herein referred to collectively as the "City", and the Oklahoma Department of Mental Health and Substance Abuse Services, a department of the State of Oklahoma, hereinafter referred to as "Operator", for the purpose of developing a contractual relationship related to the lease and management of the City's planned Crisis Center No. 1.

**NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES**, that each party as indicated by its signature affixed to this Memorandum of Understanding, do hereby agree to the following terms to be more fully set forth in a final Lease and Management Agreement (the "Agreement") to be negotiated and approved by mutual agreement of the Parties at a future date:

1. Parties to the Agreement: The parties to the Agreement shall include the OCPPA, the City and Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS)
2. Definitions: The following terms and phrases shall have the meaning provided below:
  - a. "Capital Item" shall mean any furniture, fixture, or equipment that costs \$7,500 or more and has an expected life of more than one year.
  - b. "City Manager" shall mean the City Manager of the City of Oklahoma City or such other City employee as may be designated by the City Manager to provide oversight and implementation of this agreement.
  - c. "Facility" shall mean the various buildings, facilities, and improvements located on the Land which are used as the Crisis Center No. 1.
  - d. "Leased Premises" shall mean the Land, together with all buildings, fixtures, facilities and other improvements located on or affixed to the Land.
  - e. "Parties" shall mean the Oklahoma City Public Property Authority, the City of Oklahoma City and Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS)
  - f. "Partner" shall mean a business or entity that the Operator has contracted with to provide goods or services to benefit the users of the Facility.
  - g. "Project Manager" shall mean the MAPS Program Manager for the City of Oklahoma City or such other City employee as may be designated by the MAPS Program Manager to manage the construction and operation of the Facility.
  - h. "Subcontractor" shall mean a business or entity that the Operator has contracted with to perform services for the Operator.
  - i. "Sublease" shall mean a lease and/or license granted by the Operator of all or any portion of the Operator's leasehold estate in the Facility or the Leased Premises.
  - j. "Tenant" shall mean a business or entity that has a sublease with the Operator.
  - k. "Utility Costs" shall mean costs related to electric, gas, sanitation, and water usage attributable to the Facility.

3. Term of the Agreement: The initial term of the Agreement shall be for five (5) years. The Agreement is renewable for 3 additional 5-year terms upon written acceptance by all Parties.
4. Purpose and Use of Leased Premises: The Leased Premises are to be used as a Crisis Center No. 1 and shall be open and available to the public. The City will lease the Leased Premises, together with all buildings, fixtures, facilities, and other improvements located on or affixed to the Land to Operator in exchange for the Operator operating, managing, and maintaining the Property at no cost to the City, except as provided herein. The Parties acknowledge that the City will install signage bearing the name of the Facility pursuant to Paragraph 15 herein. Additionally, the Parties anticipate signage bearing the name of the operator, the details of which will be determined in the Agreement.
5. Obligations of Operator during Planning and Construction of Facility:
  - a. The Operator will participate in planning and construction meetings when requested by the Project Manager and shall participate in discussions related to the design of the Facility.
  - b. Operator will attend City Council meetings, meetings of the MAPS 4 Community Subcommittee, and the MAPS 4 Citizen's Advisory Board when requested by the Project Manager.
  - c. Operator will use all reasonable efforts to secure and contract with all Subcontractors, Tenants, and Partners, to be engaged by Operator to manage and operate the Facility by the scheduled opening date.
  - d. Operator will use reasonable efforts to hire, coordinate, and train all employees, volunteers, and subcontractors to be engaged by Operator to manage and operate the Facility once opened.
  - e. Commencement of construction will be conditional on the identification of operational funding from a non-municipal source as well execution of an operating agreement that includes measurable benchmarks, all prior to December 31, 2026.
6. Ongoing Operational and Maintenance Costs:
  - a. Repairs of Capital Items: The City will repair or replace any Capital Item as defined herein. The parties agree to engage in further discussions regarding ongoing repair and replacement of attached fixtures of the Facility such as HVAC, boilers, pumps, etc. when such repair or replacement is of such a value that it is not considered a Capital Item as defined herein, and agree to include a provision in the final Agreement addressing this issue.
  - b. Operator Responsibility: The Operator shall be responsible for all routine maintenance and general repair costs of the facilities and equipment in or on the Leased Premises necessary to operate the Facility and shall be responsible for the cost of any and all supplies necessary for the operation and maintenance of the Facility.
7. Ownership of Assets: The City will own all assets, including any additions or modifications permitted to be constructed by the Operator that cannot be removed without damage to the

Leased Premises, except any data processing programs or other personal property of the Operator. Such data processing program shall not include the data compiled related to users of the Facility, which shall be provided to the City upon the expiration or termination of the Agreement.

8. Subleases: The Operator may sublease the Leased Premises upon written permission of the City Manager so long as Operator and any Tenant of Operator comply with all contract provisions and the Facility maintains its intended purpose and use.
9. Programming and Services to be Provided: A final list of programs and service categories to be provided at the Facility will be attached to the forthcoming Agreement. A preliminary list is attached hereto as Exhibit A.
10. Oversight:
  - a. Operator shall provide any policies related to the operation and use of the Leased Premises to the City Manager for his or her approval.
  - b. Operator will provide quarterly and annual reports to the City setting forth services offered, data related to utilization of such services, and other key metrics including measurable benchmarks identified by both parties as pertinent to the operation of the facility.
  - c. The City maintains the right to audit programs, services and financial records of the Operator and any Tenants of the Operator, upon providing advance notice at least five (5) business days of its intent to conduct any audits. Such audits will not disrupt the operation and management of the Facility.
11. Protection of Rights:
  - a. The Operator's employment policies must include non-discriminatory provisions in compliance with federal and state laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, and the City's Civil Rights Ordinance.
  - b. Operator agrees that it will not discriminate on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex in furnishing or refusing to furnish, to such person or persons the use of the Leased Premises, including any and all services, privileges, accommodations, and activities thereby. Operator agrees that this non- discrimination requirement will be included in all subcontracts related to the operation of the Facility and to the services provided by the Operator, its employees, agents and tenants.
  - c. Operator shall have policies and procedures on the following subject matters:
    - i. Freedom of Speech – preventing and discouraging any staff, volunteer, agent, or tenant from discriminating against speech on the basis of viewpoint, including but not limited to proselytizing a particular religion, prohibiting advertising based solely upon the content, or only allowing artwork of one political view.
    - ii. Prohibition Against Elder Abuse
    - iii. Claims Reporting and Investigation – as relates to formal complaints and related incidents arising from providing services to members of the Leased Premises.

- iv. Finance and Accounting Policies
- v. Safety Procedures – including but not limited to protocols for user safety, emergency response procedures, communication, and other policies and procedures having an impact on the safety of members and staff.

12. Naming Rights: The City retains the naming right to the Facility as a whole. Operator will be included in the naming process, but without any decision making or veto power.

13. Insurance Requirements: Operator must provide, pay for, and maintain the following types of insurance policies. The City and its trusts shall be named as additional insureds on all such policies.

- a. Worker's Compensation and Employer's Liability Insurance
- b. Commercial General Liability Insurance
- c. Automobile Liability Insurance, if applicable
- d. Fidelity and Crime Insurance

14. Assignment: The Operator may not assign the Agreement without the prior written consent of the City.

15. Remedies: The Agreement will provide mutually acceptable remedies and applicable damages in the event of default by any Party.

16. Alteration or Changes to the Facility: Operator will not be allowed to make any changes or alterations to the Facility without the express approval of the City.

17. Termination of Agreement: The Agreement will provide for mutually acceptable terms related to termination of the Agreement.

18. Effect of MOU: The MOU constitutes the parties understanding of the terms and conditions of the Agreement at this time and shall constitute the agreement of the parties until such time as a final Lease and Management Agreement is adopted by all parties.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and effective as of the date set forth above.

**OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES**

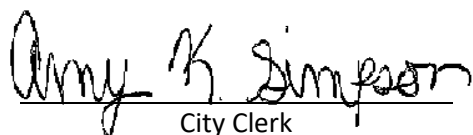
BY:   
Signature  
Commissioner  
Title

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Title


**APPROVED** by the Trustees of the Oklahoma City Public Property Authority this 16TH day of JANUARY, 2024.

**THE OKLAHOMA CITY PUBLIC PROPERTY  
AUTHORITY**

**ATTEST:**

  
City Clerk

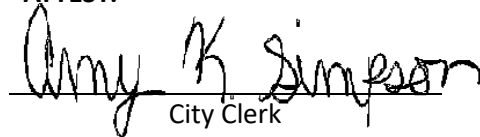


  
CHAIRMAN

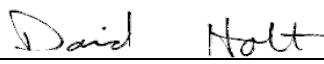
**APPROVED** by the Mayor and City Council of The City of Oklahoma City this 16TH day of JANUARY, 2024.

**THE CITY OF OKLAHOMA CITY**

**ATTEST:**

  
City Clerk



  
MAYOR

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor

## **EXHIBIT A**

Preliminary List of Programming and Service Categories (presented prior to space programming with the facility architect)

1. Administrative and Support, including space for medical records storage, client storage, and food preparation/reception
2. Urgent Recovery Clinic
3. Crisis Stabilization Unit