

BINDING TERM SHEET:

LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, AND OKLAHOMA COUNTY DIVERSION HUB, INC. FOR LEASE AND OPERATION OF THE MAPS 4 DIVERSION HUB, PROJECT M4-MD010

Below is a general understanding of the terms and conditions that will be included in the Lease and Management Agreement between The City of Oklahoma City, the Oklahoma City Public Property Authority, and Oklahoma County Diversion Hub, Inc. The execution of this Binding Term Sheet indicates the parties agree in principle but understand that a more detailed agreement is required in order for the agreement to be effective. No rights or obligations are created by or through this Binding Term Sheet.

<u>Subject</u>	<u>Description</u>
<i>Parties</i>	<ul style="list-style-type: none">• The City of Oklahoma, a municipal corporation (“The City”).• The Oklahoma City Public Property Authority, a public trust (“The Trust”).• Oklahoma County Diversion Hub, Inc., an Oklahoma not-for-profit corporation (“Operator”).
<i>Term</i>	<ul style="list-style-type: none">• Initial term of five years.• The Agreement is renewable for nine additional five-year terms upon written acceptance by all Parties.
<i>Definitions</i>	<ul style="list-style-type: none">• For purposes of this Agreement, the following terms and phrases shall have the meaning subscribed herein:• “<u>Capital Item</u>” means any furniture, fixture, or equipment that costs more than \$7,500 and has an expected life of more than one year.• “<u>City Manager</u>” means the City Manager of the City or such other city official designated by the City Manager to provide oversight of this Agreement.• “<u>Commencement Date</u>” means the date the MAPS 4 Diversion Hub is substantially complete and upon which the Operator’s operation and management duties and obligations shall begin.• “<u>Facility</u>” or “<u>Facilities</u>” shall mean the various buildings, facilities, and improvements located on the Land which are used for the MAPS 4 Diversion Hub.• “<u>Leased Premises</u>” means the Land, together with all buildings, fixtures, facilities, and other improvements located on or affixed to the Land.• “<u>Parties</u>” means The City of Oklahoma City, the Oklahoma City Public Property Authority, and Oklahoma County Diversion Hub, Inc.• “<u>Partner</u>” means a business or entity that the Operator has contracted with to provide goods or services to the users of the Facility without a sublease.• “<u>Rental Agreement</u>” means an agreement detailed the terms of the temporary rental of space within the Facility or on the Leased Premises to a third party for private use by that third party. A Rental Agreement is not a sublease.• “<u>Subcontractor</u>” means a business or entity that the Operator has contracted with to perform services for or on behalf of the Operator.• “<u>Sublease</u>” means a lease and/or license by the Operator of all or any portion of the Operator’s leasehold estate in any Facility or the Leased Premises.• “<u>Tenant</u>” means a business or entity that has subleased a portion of the Leased Premises from the Operator for the purpose of providing goods or services to the users of the Facilities.

<i>Purchase of Land and Lease of Premises</i>	<ul style="list-style-type: none"> • It is anticipated that under a separate agreement, The City will acquire the land for the construction of the MAPS 4 Diversion Hub and then lease the land to the Trust. • The Trust will lease the land, together with all buildings, fixtures, facilities, and other improvements located on or affixed to the Land to the Operator in exchange for the Operator operating, managing, and maintaining the Leased Premises at no cost to The City or Trust. See page 4 for details concerning Repairs of Capital Items.
<i>Purpose and Use of Leased Premises</i>	<ul style="list-style-type: none"> • The Leased Premises is to be used as MAPS 4 Diversion Hub, which will be open and available to the public.
<i>Operator Obligations during Planning and Construction</i>	<ul style="list-style-type: none"> • Operator will participate in planning and construction meetings when requested by the City Manager or their designee and shall participate in discussions on the design of the Facilities. • Operator will attend City Council meetings, MAPS 4 Citizens Advisory Board meetings, and MAPS 4 Community Subcommittee meetings when requested by the City Manager or their designee. • Operator will use reasonable efforts to secure and contract with all Subcontractors, Tenants, and Partners, to be engaged by the Operator to manage and operate the Facilities by the Commencement Date. • Operator will use reasonable efforts to hire, coordinate, and train all employees, volunteers and subcontractors engaged by the Operator to manage and operate the Facilities once opened.
<i>Ownership of Assets</i>	<ul style="list-style-type: none"> • The City will own all assets, including any additions or modifications permitted to be constructed by the Operator, except any data processing programs or other personal property of the Operator. The City will not require the Operator to provide individual client data. The Operator agrees to provide de-identified, aggregate or reports of data when requested by the City.
<i>Subleases</i>	<ul style="list-style-type: none"> • Operator may sublease the Leased Premises so long as the Operator and any Tenant of the Operator comply with all contract provisions and the Facility maintains its intended purpose and use.
<i>Days and Hours of Operation</i>	<ul style="list-style-type: none"> • The Facility will be open at least 40 hours a week. • Operator has the discretion to determine the specific operating hours.
<i>Programming and Services to be Provided</i>	<ul style="list-style-type: none"> • A list of program and service categories will be included as a minimum for the services and programs to be offered at the Facilities. This list will be used as the basis for measurable outcomes. • Operator will be given the discretion to determine the specific times, types of programs and services offered to meet the categorical requirements. • Operator will review additional programs and services suggested from community and user/participant input. The Operator's Board of Directors will have final approval on offering any additional programs or services.
<i>Fees to Users</i>	<ul style="list-style-type: none"> • Operator agrees to provide services at no charge to clients. If services provided by the Operator require a reasonable client fee, the Operator agrees to have the fee reviewed and approved by the City Manager or their designee.

<i>Oversight</i>	<ul style="list-style-type: none"> • Policy review and approval by City Manager or their designee. • Biannual and annual reporting to The City and the Trust. • The City and the Trust maintain the right to audit programs and services. The City and the Trust will accept third-party financial audits and will maintain the right to further audit financial records if the third-party financial audit is deemed by the City or Trust to be insufficient.
<i>Protection of Citizen Rights</i>	<ul style="list-style-type: none"> • The Operator's employment policies must include non-discriminatory provisions in accordance with federal and state laws, rules and regulations, including Title VII of the Civil Rights Act of 1964. • Operator agrees that it will not discriminate by segregation or otherwise against any person or persons because of age, race, creed, color, religion, sex (to include sexual orientation), national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2), 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 provided 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, or tenants. • Operator is required to adopt and implement policies and procedures that prevent and discourage 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. • If the Facilities, or parts of the Facilities, are allowed to be leased for civic, cultural or educational purposes of any kind, the rental policies and procedures will require that the Facility be made available for all kinds of civic, cultural, or educational purposes. • Operator shall have policies and procedures on the following subject matters: <ol style="list-style-type: none"> 1. Facility Use 2. Claims Reporting and Investigation – as relates to formal complaints and related incidents arising from providing services to members of the Leased Premises 3. Facility Leasing Policies 4. Finance and Accounting Procedures 5. 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 the members and staff
<i>Maintenance</i>	<ul style="list-style-type: none"> • 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 Facilities and shall be responsible for the cost of any and all supplies necessary for the operation and maintenance of the Facilities.
<i>Repairs of Capital Items</i>	<ul style="list-style-type: none"> • The Trust will repair or replace any Capital Item, which is defined as any item or major repair that costs more than \$7,500 and has an expected life of more than one year. The parties agree to engage in further discussions regarding ongoing repair and replacement of attached fixtures to the Facilities such as HVAC, boilers, pumps, etc. when such repair or replacement is less than \$7,500 and agree to include a provision in the final agreement addressing the same.

<i>Naming Rights</i>	<ul style="list-style-type: none"> The City shall retain the naming right to the Facilities as a whole. Any proceeds from the sale of such rights, if any, will be deposited into an account to be used for costs related to the MAPS 4 Diversion Hub. Operator may enter into sponsorship agreements for the naming rights of the rooms, amenities, or programs inside the Facilities subject to the approval of the City Manager.
<i>Insurance Requirements</i>	<ul style="list-style-type: none"> Operator must provide, pay for, and maintain the following types of insurance policies: <ol style="list-style-type: none"> Worker's Compensation and Employer's Liability Insurance Commercial General Liability Insurance Automobile Liability Insurance Fidelity and Crime Insurance The Trust and The City must be named as additional insureds.
<i>Assignment of Agreement</i>	<ul style="list-style-type: none"> The Operator may not assign the Agreement without the prior written consent of the Trust and The City.
<i>Remedies</i>	<ul style="list-style-type: none"> The Agreement provides for mutually acceptable remedies and applicable damages in the event of default by any party.
<i>Alterations or Changes to the Facility</i>	<ul style="list-style-type: none"> Operator will not be allowed to make any changes or alterations to the Facilities without the express approval of the Trust or The City.
<i>Effectiveness of Term Sheet</i>	<ul style="list-style-type: none"> Upon execution by the Parties, the terms and conditions set forth in this Binding Term Sheet shall be effective and shall constitute the agreement between The City, the Trust, and Operator as to the terms and obligations concerning the Leased Premises, until the execution and subject to revisions of the long form of the Lease and Management Agreement.

IN WITNESS WHEREOF, the parties have caused this Binding Term Sheet to be executed and effective as of the 27th day of July, 2022.


OKLAHOMA COUNTY DIVERSION HUB, INC.



State of Oklahoma)
) SS.
 County of Oklahoma)

This instrument was acknowledged before me on the 27th day of July, 2022, by Sue Ann Arnall, as Board Chair of Oklahoma County Diversion Hub, Inc.




 Notary Public
 Commission No.: 17011063

My Commission expires: 12/04/2025

**TRUSTEES OF THE OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY**

ATTEST:

Amy K. Simpson
Secretary



Daryl Holt
Chairman of Trustees

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



Daryl Holt
MAYOR

REVIEWED for form and legality.

Karen K. McDevitt
Assistant Municipal Counselor