

BINDING TERM SHEET:

LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, AND METRO TECHNOLOGY CENTERS FOR LEASE AND OPERATION OF THE MAPS 4 HENRIETTA B. FOSTER CENTER, PROJECT M4-DDC40

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 Metro Technology Centers. 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”).• Metro Technology Centers, 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 three 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 Henrietta B. Foster Center 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 Henrietta B. Foster Center.• “<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 Metro Technology Centers.• “<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 Facility.

<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 Henrietta B. Foster Center 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.
<i>Purpose and Use of Leased Premises</i>	<ul style="list-style-type: none"> • The Leased Premises is to be used as MAPS 4 Henrietta B. Foster Center, 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 his designee and shall participate in discussions on the design of the Facility. • Operator will attend City Council meetings, MAPS 4 Citizens Advisory Board meetings, and MAPS 4 Innovation District Subcommittee meetings when requested by the City Manager or his 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 Facility 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 Facility 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 data processing program does not include the data compiled related to users of the Facility, which shall be provided to The City upon expiration or termination of the Agreement.
<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, including at least four consecutive hours on one weekend day. • 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 Facility. A preliminary list of categories is attached hereto as Exhibit A. • Operator will be given the discretion to determine the specific times, types of classes and services offered to meet the categorical requirements. • Operator will be expected to offer additional programs and services to be determined based upon community and user/participant input.
<i>Fees to Users</i>	<ul style="list-style-type: none"> • Operator will be responsible for determining a reasonable user fee, which shall include a sliding scale fee schedule based upon income levels to be reviewed and approved by the City Manager or his designee.
<i>Oversight</i>	<ul style="list-style-type: none"> • Policy review and approval by City Manager or his designee. • Quarterly and annual reporting to The City and the Trust. • The City and the Trust maintain the right to audit programs, services, and financial records.

<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 Facility, or parts of the Facility, are allowed to be rented or 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 Rental/Booking 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 Facility 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.
<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 Facility 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 Facility 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 Henrietta B. Foster Center. • Operator may enter into sponsorship agreements for the naming rights of the rooms, amenities, or programs inside the Facility subject to the approval of the City Manager.

<i>Rental of the Facility</i>	<ul style="list-style-type: none"> • Operator may rent any of the rooms in the Facility during hours of operation on a first come, first serve basis according to approved Facility Rental/Booking Policies, provided that no programming or services will be reduced to accommodate such rentals. • Operator may rent rooms, as well as any other Facility location or amenity after hours of operation on a first come, first serve basis according to approved Facility Rental/Booking Policies. • The Facility Rental/Booking Policies of the Operator will not allow any reservations or bookings for the Facility or part of the Facility to be made more than one year in advance from the date the reservation is made. Any reservation or booking made six months or more in advance will require a deposit that will become non-refundable if the reservation or booking is cancelled less than 90 days from the date of the reservation. • Any entity requesting to rent the Facility more than two times in any 30-day period will not be allowed to rent or lease more than 80 percent of the rentable space for any given day.
<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"> 1. Worker's Compensation and Employer's Liability Insurance 2. Commercial General Liability Insurance 3. Automobile Liability Insurance 4. 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 Facility 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.

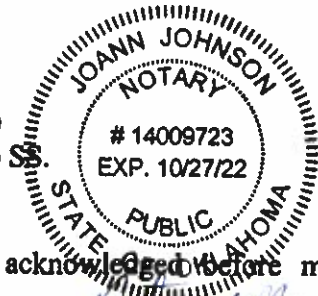
IN WITNESS WHEREOF, the parties have caused this Binding Term Sheet to be executed and effective as of the 12th day of July, 2022.

METRO TECHNOLOGY CENTERS


 Aaron Collins, Superintendent/CEO

State of Oklahoma)

County of Oklahoma)



This instrument was acknowledged before me on the 22 day of July, 2022, by Joann Johnson, as Notary / Min Clerk of Metro Technology Centers.

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

ATTEST:

Amy K Simpson
Secretary



Daid Holt
Chairman of Trustees

ATTEST:

Amy K Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

Daid Holt
MAYOR

REVIEWED for form and legality.

Karen K. McDevitt
Assistant Municipal Counselor