

THIS LEASE AND MANAGEMENT AGREEMENT (“Agreement”) is made and entered into effective this 13TH day of FEBRUARY 2024, by and among THE CITY OF OKLAHOMA CITY, a municipal corporation (“the City”), THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, a public trust (“Trust”) and THE YMCA OF GREATER OKLAHOMA CITY, an Oklahoma not-for-profit corporation (“Operator”).

WHEREAS, the MAPS 3 Program includes the construction of new health, wellness, and aquatic centers designed for senior citizens, which would be operated and maintained by one or more operating partners contracted with The City of Oklahoma City and/or a public trust whose beneficiary is The City of Oklahoma City; and

WHEREAS, the MAPS 3 Senior Health and Wellness Centers are venues that promote healthy lifestyles, enhance well-being, and support social engagement of adults age 50 and over; and

WHEREAS, on July 31, 2018, City Council approved a Request for Proposals for an operating partner for the MAPS 3 Senior Wellness Center No. 4, Project M3-H005A; and

WHEREAS, The City received three proposals, one of which was from The YMCA of Greater Oklahoma City, and the Selection Committee interviewed the three proposers on March 11, 2019, and recommended The YMCA of Greater Oklahoma City; and

WHEREAS, on April 9, 2019, City staff was authorized to negotiate an operating partner agreement with The YMCA of Greater Oklahoma City; and

WHEREAS, The YMCA of Greater Oklahoma City is qualified to undertake the management and operation of a MAPS 3 Senior Health and Wellness Center No. 4, for the benefit of The City; and

WHEREAS, by entering into this Agreement for the management, operation, and leasing of a MAPS 3 Senior Health and Wellness Center at the location of 13660 South Western Avenue, Oklahoma City, Oklahoma, 73170, the citizens of Oklahoma City will receive substantial benefits, including efficient operation of a Center and access to health, wellness and social resources and activities; and

WHEREAS, The City and Trust find it appropriate, desirable, and in the public interest to enter into this Agreement in order to provide for the most successful management, operation, and administration of the MAPS 3 Senior Health and Wellness Center No. 4.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I. OBJECTIVE

To operate a Senior Health and Wellness Center in order to improve the health, wellness, and lives of seniors in the City of Oklahoma City and surrounding communities, accomplished

through the integration of recreational, social, cultural, physical fitness and medical initiatives in one facility.

SECTION II. DEFINITIONS

All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Agreement, the following terms and phrases shall have the meaning subscribed herein:

- 2.1 “*Capital Item*” means an asset having a durable life in excess of one year and annual aggregate value greater than \$7,500.
- 2.2 “*The City*” means The City of Oklahoma City.
- 2.3 “*City Auditor*” means the Auditor of The City of Oklahoma City, duly appointed by the Mayor and City Council of the City.
- 2.4 “*City Council*” means the Council of the City of Oklahoma City composed of elected representatives.
- 2.5 “*City Manager*” means the City Manager of The City of Oklahoma City or his designee.
- 2.6 “*Commencement Date*” means the date the MAPS 3 Senior Health and Wellness Facility is substantially complete and upon which the Operator’s operation and management duties and obligations provided herein shall begin.
- 2.7 “*Effective Date*” means the date in the first paragraph of this Agreement and is the date on which this Agreement shall be effective and the term shall begin.
- 2.8 “*Facility*” or “*Facilities*” shall mean the various buildings, facilities, and improvements located on the Land which are, collectively, used as the MAPS 3 Senior Health and Wellness Facility.
- 2.9 “*Facility FF&E*” means the furniture, fixtures and equipment provided with the facility at the time it is turned over to the Operator.
- 2.10 “*Fiscal Year*” means November 1 through October 31 of the succeeding year.
- 2.11 “*General Manager*” means the General Manager of the Oklahoma City Public Property Authority or his designee.
- 2.12 “*Land*” shall mean the real property legally described in Exhibit A and depicted on the map included as Exhibit B.
- 2.13 “*Leased Premises*” means the Land, together with all buildings, fixtures, facilities, and other improvements located on or affixed to the Land.

- 2.14** *“Operator”* means The YMCA of Greater Oklahoma City and its Board members, employees, and representatives.
- 2.15** *“Operator Improvements”* means all replacement, modification, alteration, renovation, repair, improvements, or additions to the Leased Premises which are constructed or purchased with funds of the Operator including any funds obtained through any Sublease, except to the extent that such Sublease is transferred to The City.
- 2.16** *“MAPS 3 Senior Health and Wellness Center”* means the Senior Health and Wellness Center on the Land to be operated by The YMCA of Greater Oklahoma City.
- 2.17** *“Member(s)”* means the public using the MAPS 3 Senior Health and Wellness Center through a membership obtained from The YMCA of Greater Oklahoma City.
- 2.18** *“Parties”* means The City of Oklahoma City, The Oklahoma City Public Property Authority, and The YMCA of Greater Oklahoma City.
- 2.19** *“Partner”* means a business or entity that has contracted with the Operator to provide goods or services to the members of the Facility without a Sublease.
- 2.20** *“Personal Property”* means all supplies and other property, tangible or intangible purchased and owned by the Operator.
- 2.21** *“Rental Agreement”* means an agreement detailing 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.
- 2.22** *“Subcontractor”* means a business or entity that the Operator has contracted with to perform services for or on behalf of the Operator.
- 2.23** *“Sublease”* 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. This does not include the rental of facility pursuant to Section 8.5.
- 2.24** *“Tenant”* 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 members of the Facility.
- 2.25** *“Term”* means the Initial Term or any Renewal Term.
- 2.26** *“Trust”* means The Oklahoma City Public Property Authority, an Oklahoma public trust, whose sole beneficiary is The City of Oklahoma City.

SECTION III. ENTIRE AGREEMENT

- 3.1 The provisions of this Agreement, and the Exhibits listed below and attached hereto, shall constitute the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement except as specifically set out in this Agreement.
- 3.2 Exhibits attached hereto are incorporated by reference and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or contents between the body of this Agreement and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to the Exhibits.
- 3.3 The Exhibits to this Agreement, consisting of Attachments A through F are as follows:
Exhibit A – Legal Description of the Land
Exhibit B – Map of the Leased Premises
Exhibit C – Minimum Programming and Services to be Provided
Exhibit D – Fee Schedule
Exhibit E – Records Retention Schedule

SECTION IV. TERM

- 4.1 **Initial Term**
The initial term of this Agreement shall begin as of the Effective Date and continue fifteen (15) years, or until the Agreement is terminated pursuant the Termination Section of this Agreement. The duties and obligations relating to management, operation, and maintenance shall begin as of the Commencement Date.
- 4.2 **Renewal Term**
This Agreement may be renewed for three (3) additional fifteen-year terms upon written acceptance by all Parties.

SECTION V. PLANNING/ CONSTRUCTION

- 5.1 **City Obligations during Planning and Construction**
The City will design and construct using Oklahoma City Capital Improvement Sales Tax Funds, a Facility and amenities on the Land to be used as a Senior Health and Wellness Center.
- 5.2 **Operator Obligations during Planning and Construction**
A. Operator will participate in all planning and construction meetings when requested by the City Manager.

- B. A representative of the Operator with binding authority will attend City Council meetings, MAPS 3 Citizens Advisory Board meetings, and MAPS 3 Senior Health and Wellness Subcommittee meetings when requested by the Program Manager.
- C. During planning and construction, Operator will use reasonable efforts to secure and contract with all Subcontractors, Tenants, and Partners it believes are necessary to manage and operate the Leased Premises as of the Commencement Date.
- D. During planning and construction, Operator will use reasonable efforts to hire and train all staff and coordinate and train all volunteers necessary to manage and operate the Leased Premises as of the Commencement Date.

SECTION VI. LEASED PREMISES

6.1 Demise

The Trust hereby leases the Leased Premises to Operator effective upon the Commencement Date, and Operator hereby agrees to accept the Leased Premises at that time and agrees to be bound by the covenants, provisions and terms set forth in this Agreement. Operator expressly acknowledges and warrants that neither Operator nor its Partners or Subcontractors shall prohibit or inhibit lawful public access, and use of, the Leased Premises except to the extent permitted by this Agreement.

6.2 Consideration

The Parties agree that in consideration for the Trust's leasing the Leased Premises to Operator, Operator will provide operation, management, and maintenance of the Leased Premises as a whole pursuant to this Agreement at no cost to the City or Trust.

The Operator further agrees and consents to accept and bear sole financial responsibility for properly and adequately funding the efficient start-up, management, and operation of Leased Premises, including but not limited to, utility bills, employee salaries, and Facility marketing. The Operator further agrees to underwrite any and all financial losses the Operator may incur in its performance of this Agreement, holding the City and Trust harmless in connection with the Operator's operation of the Facility.

In consideration of the Operator's agreement to provide all necessary operating capital as well as accept this financial risk position, which the City and the Trust acknowledges shall constitute substantial consideration of which the City and Trust are beneficiaries, the City and Trust agree that the Operator is entitled to receive and shall retain all net revenues (if any) from memberships, food and beverage concessions, events, special programs and sponsorship sales, except for naming rights as set for in Section 8.7, realized through the Operator's operation of Leased Premises in the manner and at the quality anticipated in this Agreement. As further consideration, the operator agrees that a portion of the net revenues received will be reinvested into the programs, operation, maintenance, or management of the Leased Premises.

6.3 "As-Is" Condition of Leased Premises

Upon the Commencement Date, the Leased Premises shall be accepted by Operator in its "as-is" condition. Operator acknowledges that the City has not made any representations whatsoever in connection with the condition of the Leased Premises, or any portion thereof.

Throughout construction of the Leased Premises, the City will conduct all necessary inspections and after completion, it will be inspected to ensure compliance with the plans and specifications and then presented to City Council for final acceptance. The City shall not be liable for any latent, or patent defects in the Leased Premises, or any portion thereof. Any warranties provided to the City with the original purchase of the Facility FF&E or other Facility Capital Items will be held and maintained by the City; however, the Operator may request repairs or replacements it believes are covered under the warranty provisions under the procedures provided in Section 9.2.

6.4 Purpose and Use

The Leased Premises is to be used as a Senior Health and Wellness Facility which is open and available to the public. The Leased Premises as a whole may not be converted for any other use, and restrictions or incompatible uses which would exclude its use as a Senior Health and Wellness Center are prohibited. It is understood by the Parties that some areas of the Leased Premises may be rented by members of the public for temporary exclusive use pursuant to the terms of this Agreement which is not a violation of this provision.

The Parties agree and understand that nothing in this Agreement shall be construed as preventing the City or Trust from entering the Leased Premises at any time during the Term of this Agreement for the purpose of satisfying the obligations of the City and Trust or ensure compliance with this Agreement.

Additionally, the Facility may be reserved for City functions or events at no cost to the City or Trust, four (4) times during a calendar year in accordance with the Rental/Booking Policies and Procedures.

6.5 Ownership of Assets

All property, improvements, data, and information (including membership lists), associated with the operation and management of the Leased Premises are solely the property of the City unless otherwise provided in this Agreement or any amendments thereto. Any furniture, fixtures, and equipment (“FF&E”) initially provided upon commencement date, or any items purchased by the City to replace such FF&E shall be considered the property of the City. Upon termination or expiration of this Agreement, all modifications or improvements to the Leased Premises, whether constructed by the City or Operator shall become property of the City. Notwithstanding the foregoing, any personal property or equipment provided by the Operator or Subcontractor of Operator shall remain with the Operator of such Subcontractor, as applicable.

6.6 Subleases

Operator shall be permitted to enter into subleases of the Leased Premises with one or more Tenants with consent of the City Manager, whose approval shall not be unreasonably withheld, provided that Operator and Tenant fully comply with all provisions and requirements of this Agreement and the Leased Premises remains sufficiently open and available for its intended purpose and use. Operator shall cause all subleases to contain such provisions as may be necessary to cause said Tenant to abide by and conform to the requirements in this Agreement. Operator shall provide the City Manager with notice of any sublease including, but not limited to, the name, address, telephone number, fax

number, email, and name of the contact person for purposes of notices or other communications.

6.7 Furniture, Fixtures, and Equipment

The Leased Premises includes furniture, fixtures, and equipment (“FF&E”) necessary for the operation of a Senior Health and Wellness Facility. A list of FF&E provided in the Facility will be provided to the Operator within 30 days following the Commencement Date of this Agreement. Operator must maintain as a minimum, the same quantity of FF&E provided as on the Commencement Date (except surplus items) throughout the Initial Term and any Renewal Term of this Agreement. The Operator must maintain an inventory list of new FF&E obtained from and after the Commencement Date which shall include the date each item is purchased and who owns each item listed as further detailed in Section 7.3(C). All items on the list may only be disposed of through the City of Oklahoma City surplus process. The Operator is responsible for the maintenance of all FF&E in accordance with Section 9.1 of this Agreement. FF&E are not considered to be Capital Items as described in Sections 2.2 and 9.2.

6.8 Non-Discrimination for Use of the Leased Premises

- A. Operator agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, sex, 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, and the Foundation Improvements thereon, including any and all services, privileges, accommodations and activities provided thereby.
- B. Operator shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of sex, race, religion, creed, ancestry, color, national origin, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2); provided, however, nothing herein shall require the furnishing to the general public of the use of any facilities or accommodations customarily furnished by Operator solely to its employees, clients, and invitees.
- C. 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.
- D. In the event of Operator’s noncompliance with this nondiscrimination clause, in addition to other remedies set forth in this Agreement, the City may immediately terminate this Agreement despite any requirement provided in Agreement.
- E. Operator agrees to insert the above nondiscrimination clauses in any subleases, subcontracts or contracts by which said Operator grants a right or privilege to any person, firm, company, entity or corporation to render accommodations, work, product and/or services to the public on or from the Leased Premises. The above

nondiscrimination clause is not required in rental agreements for the rental of space to parties not providing goods or services to the members on the Leased Premises.

SECTION VII. OPERATION

7.1 Agreed Conditions Relating to the Facility

A. Days and Hours of Operation

The Parties agree that the Facility will be open to the members at least 65 hours a week, excluding weeks with federal holidays, and that those operating hours must include at least four (4) consecutive hours on one weekend day. The Operator has the discretion to determine the specific operating hours but shall make reasonable efforts to accommodate the needs of the community. This condition may be changed upon written approval of the Operator and the City Manager.

B. Programming and Services

The Parties agree that the list of program and service categories included in Exhibit D is the minimum levels to be offered at the Leased Premises. The Operator is expected to offer additional programs and services as the Operator deems appropriate to meet the needs of the members. The specific times, classes, or services offered to meet the minimums shall be determined by the Operator. The Operator is responsible for all costs associated with the Programs and Services and any supplies necessary.

C. Fees to Members

A reasonable fee schedule for the members of the Facility has been established by the Operator, a copy of which is attached hereto as Exhibit E. The fee schedule includes a sliding scale fee structure that accounts for adjustments based upon the economic need of those members who would otherwise be unable able to use the Facility.

The Parties further agree that the fee schedule for members may only be increased twice each calendar year. All proposed changes to the fee schedule, including changes to the sliding scale structure, must be provided to the City Manager for review and approval prior to implementation whose approval shall not be unreasonably withheld. If the proposed changes are not denied within 60 days, the changes are to be considered approved.

D. Security for Leased Premises

Operator will provide all security measures necessary for the safe and secure operation, management, and maintenance of the Leased Premises. Operator is to determine what measures are necessary and must take all reasonable actions to ensure the Leased Premises is safe and secure and complies with all local, state, and federal laws and regulations.

7.2 Approval of Policies and Procedures

Operator must prepare and follow policies and/or procedures which address vital and

routine functions associated with the management and operation of the Leased Premises. Within 200 days of the Effective Date, Operator will provide all policies or procedures pertaining to such matters to the City Manager for review. Such policies or procedures must be approved by the City Manager, whose approval will not be unreasonably withheld. The policies should include the following subject matters:

1. Facility Use.
2. Prohibition Against Elder Abuse.
3. Claims Reporting and Investigation – as relates to formal complaints and related incidents arising from providing services to members of the Leased Premises.
4. Facility Rental/Booking Policies.
5. Finance and Accounting Procedures.
6. Safety Procedures – including but not limited to protocols for user safety, lifeguard staffing levels, emergency response procedures, communication, and other policies and procedures having an impact on the safety of members and staff.

7.3 Reporting/Outcome Measures

A. Quarterly Report

On or before the 15th day of each quarter of the recognized YMCA fiscal year for which the Operator is managing the Leased Premises, the Operator will provide a report to the City Manager which will include the following for the previous quarter:

1. An operating statement and balance sheet.
2. The number of members enrolled at the Facility.
3. Attendance statistics.
4. Rental Data.
5. Any other additional information reasonably requested by the City Manager.

B. Annual Report

Operator will provide an annual report to the City Manager which details the outcomes and performance measures listed below. Upon request of the City Manager, Operator will also make a presentation summarizing this report to City Council and Trust.

1. A financial report containing the budgeted and actual Operating Revenues and Operating Expenses for the previous calendar year.
2. Outcome and Performance Measures
 - A. The percent of members satisfied with the programs and services offered at the Facility.
 - B. The percent of members satisfied with the Facility.
3. Inventory List of FF&E.
4. A report providing the maintenance logs for all Capital Items for the previous year.

5. Any other additional information reasonably requested by the City Manager.

C. Inventory Report

The Operator shall conduct an initial inventory of all assets immediately following the Commencement Date. Said inventory shall include, but may not be limited to, any and all personal computers, furniture, fixture, and equipment, including office and maintenance equipment, and any other item utilized in the regular operations of the Leased Premises. The list shall not require paper products, office supplies, and general cleaning products. This initial inventory shall be submitted to the City Manager within 45 days of the Commencement Date.

The Operator shall maintain a running inventory of Facility furniture, fixtures, and equipment, including those acquired or disposed of either directly by the Operator, the City, the Trust or any other party. The inventory shall be agreed to annually in writing and shall be available for inspection at any time by the City Manager or General Manager. Unless otherwise agreed in writing such assets remain the sole property of the City. Upon termination of this Agreement, an exit inventory shall be mutually conducted by the Trust and the Operator. In the event the exit inventory reveals any discrepancy for which the Operator is responsible, the Operator shall perform an appropriate adjustment or payment to the Trust for the replacement value of the asset, less reasonable depreciation, to the satisfaction of the General Manager. Any adjustments and/or payments which may be required by the Operator as a result of any discrepancy resulting from such exit inventory shall be made within a reasonable amount of time, not to exceed 60 days.

7.4 Records and Audits

A. Record Retention

Operator shall keep and preserve the specified records pursuant to the Records Retention Schedule attached hereto as Exhibit F, or longer if required by law. Retention of any other records is left to the discretion of the Operator.

B. Audits

An authorized representative of the City and/or Trust, including but not limited to the City Auditor, shall have the right to interview any current or former employee and shall have unrestricted access to books and records and any and all information, materials and data of every kind and character that may in the judgment of the City or Trust's authorized representative have any bearing on, or pertain to, any matters, rights, duties or obligations under this Agreement during reasonable business hours to the extent necessary to adequately permit evaluation and verification of Operator's compliance with terms of this Agreement. Such documents do not include protected patient medical information.

The City and Trust shall have the right at any time, and from time to time, to cause nationally recognized independent auditors to audit all of the books of Operator relating to Operating Revenues and Operating Expenses, including, without limitation, cash register

tapes, credit card invoices, duplicate deposit tapes and invoices. Such audit shall be at no expense to the Operator and Operator shall be furnished copies of the final audit report and recommendations made as a result of the audit conducted.

7.5 Rights of the City Manager

The City Manager may, upon 10 calendar days' notice to Operator, suspend or modify any rule, policy, procedure or term that has resulted, or will result, in the ouster of the public from the Leased Premises. Ouster is defined as the wrongful exclusion of the public from the property. In addition, the City Manager may, from time to time, inspect the Facility and review the activities on, and use of, the Leased Premises, to confirm, to the City Manager's reasonable satisfaction, compliance with the provisions of this Agreement.

SECTION VIII. MANAGEMENT

8.1 Business Management

The Operator is organized as an Oklahoma not-for-profit corporation and agrees that it will meet all statutory requirements for operation as a not-for-profit corporation. Failure to comply with this obligation will be treated as material breach of this Agreement and despite any notice requirements herein, the City may terminate this Agreement immediately.

8.2 Wellness Center Employees and Volunteers

A. Operator's Employees

The Operator shall employ competent, qualified, and licensed, if necessary, employees. The positions listed below must be filled with an employee of Operator. Positions other than those listed below may be staffed as Operator deems necessary and appropriate.

- Facility Director
- Office Manager/Assistant Director
- Membership Services Director

If at any time during the Term of this Agreement the City Manager believes there is a performance problem with the Facility Director, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and Operator shall, within 15 days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

Operator employees shall not be considered employees of the City or Trust for any purpose. The sole responsibility for supervision, daily direction and control, training, and setting and paying compensation and any employee benefits, including workers' compensation benefits, shall be the obligation of the Operator. All costs related to employees shall be the responsibility of the Operator.

B. Background Checks

Operator is required to perform a background check, at Operator's expense on all employees and volunteers working at least 10 hours per week at the Facility.

C. Employment Policies and Procedures

Operator must provide a copy of all employee policies and/or procedures to be used at the Leased Premises to the City Manager within 200 days of the Effective Date of this Agreement.

D. Non- Discrimination of Employee and Volunteers

The Operator shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, national origin, ancestry or disability as defined by the American with Disabilities Act of 1990, Section 3(2). The Operator shall ensure that employees or applicants for employment are treated without regard to their age, race, religion, creed, color, national origin, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Operator agrees to post, in a conspicuous place available to employees, volunteers, and applicants for employment, notices to be provided by the City Clerk setting forth provision of § 25-41 of the Oklahoma City Municipal Code, as may be amended.

The Operator will, in all solicitations or advertisements for employees placed by or on behalf of Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, or disability.

In the event of Operator's noncompliance with this nondiscrimination clause, in addition to other remedies set forth in this Agreement, the City may immediately terminate this Agreement despite any requirement provided in Agreement.

Operator agrees to include this nondiscrimination clause in any contracts and subcontracts connected with the performance of this Agreement. The above nondiscrimination clause is not required in rental agreements for the rental of space to parties not providing goods or services to the members of the Leased Premises.

8.3 Partners

Within 200 days after the Effective Date of this Agreement, the Operator agrees to provide to the City Manager a list of all Partners the Operator intends to engage to perform services related to this Agreement. The Operator is required to update this list as additional Partners are engaged to provide services at the Facility. Notwithstanding the approval of any Partner

contracted with the Operator, the Operator shall be solely responsible for the collection or payment of any fees of such Partner, the services performed by such Partner, and monitoring such Partner.

The Operator shall contract with competent, qualified, and licensed, if necessary, Partners. If at any time during the Term of this Agreement the City Manager believes that there is a performance problem with a Partner, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and Operator shall, within 15 days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

8.4 Subcontractors

Within 200 days after the Effective Date of this Agreement, the Operator agrees to provide to the City Manager a list of any Subcontractors the Operator intends to engage to perform services related to this Agreement. The Operator is required to update this list as additional Subcontractors are engaged to perform work or provide services at the Facility. Notwithstanding the approval of any Subcontractor hired by the Operator, the Operator shall be solely responsible for the fees of such Subcontractor, the services performed by such Subcontractor, and monitoring such Subcontractor.

All service-related subcontracts entered into by the Operator after the Effective Date of this Agreement for a term longer than one (1) year shall contain a clause that allows the General Manager of the Trust, in the event that this Agreement is terminated, to terminate the subcontractor agreement, with or without cause, upon 30 days written notice. The Parties agree that this termination provision is not required in any ticketing, telephone, HVAC maintenance or fire suppression systems agreement.

The Operator shall contract with competent, qualified, and licensed, if necessary, Subcontractors. If at any time during the Term of this Agreement the City Manager believes that there is a performance problem with a Subcontractor, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and Operator shall, within 15 days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

8.5 Rental of the Leased Premises

A. Rentals During Operating Hours

The Operator may rent any of the classrooms/meeting rooms in the Facility during hours of operation on a first come, first serve basis according to the Facility Rental/Booking Policies. Operator may charge and collect a reasonable rental fee which is listed in the Fee Structure included in the Facility Rental/Booking Policies.

B. After Hours Rentals

The Operator may rent classrooms, as well as any other location or amenity in the Facility or on the Leased Premises, after hours of operation on a first come, first serve basis according to the Facility Rental/Booking Policies. Operator may charge and collect a reasonable rental fee which is listed in the Fee Structure included in the Facility Rental/Booking Policies. The Operator may also charge a fee for parking during after hour events at a rate not-to-exceed those charged by the Central Oklahoma Transportation and Parking Authority.

Operator must require a security guard or off-duty law enforcement officer be present during the rental of any portion of the Facility after hours.

C. General Requirements for Rental of the Facility

All rentals must be done using a Rental Agreement. 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 (1) year in advance from the date the reservation is made.

If the Facility, or parts of the Facility, is rented or leased for civic, cultural, or educational purposes of any kind, the Facility Rental/Booking Policies will require that the Facility be made available for all types of civic, cultural, or educational purposes.

8.6 Vending, Catering, and Merchandising

Operator shall have exclusive right to manage and operate vending, catering, concession sales and merchandising within the Leased Premises. However, Operator shall develop a list of pre-authorized third-party caterers, to assure rental patrons are provided quality options for commodities and services during rental of the Facility.

8.7 Naming Rights of the Facility

The Operator may enter into agreements for the naming rights of the Facility and the Leased Premises subject to the approval of the City Manager, whose approval shall not be unreasonably withheld, and may retain all proceeds of such agreements. Funds received from the sale of naming rights, if one occurs, must be used by the Operator for the costs related to maintenance and operation of the Leased Premises, including pre-opening and start-up costs.

8.8 Sponsorship Agreements

A. Sponsorship Agreements for Naming Rights within the Facility or Operator Events

The Operator retains the ability to enter into sponsorship agreements for naming rights of rooms, amenities, or programs inside the Facility, as well as events held on the Leased

Premises, subject to the approval of the City Manager, whose approval shall not be unreasonably withheld. Operator may retain all proceeds of such agreements.

B. Sponsorship Agreements for Advertising within the Facility

The Operator retains the ability to enter into sponsorship agreements for advertising inside the Facility subject to the approval of the City Manager, whose approval shall not be unreasonably withheld. Operator may retain all proceeds of such agreements.

The Parties agree that all exclusive advertising and sponsorship agreements entered into by Operator associated with the Leased Premises shall not prohibit advertising/signage for competitor's products for a special event that is required to display such competitive temporary signage on the Leased Premises pursuant to a contractual obligation.

8.9 Customer Service

The Operator shall deploy strategies and tactics to ensure a high-quality customer service experience for all guests and members. Such tactics may include, but are not limited to, the utilization of a professional secret shopper, a queue management system, and guest feedback and customer survey systems.

SECTION IX. MAINTENANCE, REPLACEMENT, AND MODIFICATIONS

9.1 General Maintenance and Replacements

The Operator shall be responsible for all routine maintenance, general repair, and replacement costs of the furniture, fixtures, and equipment in or on the Leased Premises, including landscaping. The Operator shall be responsible for the cost of any and all supplies necessary for the operation and maintenance of the Leased Premises. These obligations include, but are not limited to, maintenance and repairs of the pool and any supplies necessary for such.

Routine maintenance shall include, but shall not be limited to, ground and lawn maintenance, custodial services, security, elevator maintenance and regular servicing, boiler maintenance and regular servicing, painting, repairs, periodic servicing, and maintenance of the water features (including pumps, water quality, and related mechanical work), and all solid waste removal costs.

The Leased Premises is and at all times shall be accessible and compliant with the Americans with Disabilities Act of 1990.

9.2 Repair/Replacement of Capital Items

The Trust will repair or replace any Capital Item, subject to trust funds being available, if the Operator has maintained such items according to the maintenance standards provided by the City.

The Operator shall submit any requests for Capital Item repairs or replacements to the General Manager and must include the estimated repair and replacement cost of each Capital Item. The Operator must also include with the request, a copy of the maintenance record for each Capital Item included. The General Manager of the Trust, or his designee, will decide whether a request for Capital Item repairs or replacements is approved and in what manner the repair or replacement may be conducted. This procedure shall also be used for any requests for repairs or replacement of items covered by any Facility related warranties held by the City.

It is agreed and recognized among the Parties that under no circumstances does or shall the City incur any financial obligation to the Operator under the terms of this Agreement. The City is simply a beneficiary of the Trust and the Trust remains solely responsible for payment of all financial obligations made hereunder.

9.3 Additions, Modifications, or Renovations

- A. The Operator may only make additions, modify, or renovate the Leased Premises upon written approval of the City Manager.
- B. Upon receiving such approval and prior to beginning construction, the Operator shall submit all plans and specifications to the City Engineer of City for review and approval.
- C. After receipt of approval by the City Engineer of plans and specifications, the Operator shall also be required to obtain all building permits, other permits and licenses as required by municipal, state or federal law.
- D. The Operator shall submit the construction contract and bonds for the additions, modifications, or renovation of Leased Premises to the City Engineer for approval.
- E. The Operator must notify the City Engineer of the commencement of any construction at least 10 days before beginning of any construction. It is agreed that the City Engineer shall have the right to inspect the construction on the Leased Premises at any time and has authority to issue stop work-orders at any time during construction. The Operator is responsible for and shall barricade or secure any unsafe area pending such construction. Within 30 days of completion of any construction, the Operator shall obtain an unqualified Certificate of Completion from the Operator's licensed architect or engineer for each additions, modifications, or renovation of Leased Premises and provide such Certificate to the City Engineer with a request for a final inspection. Within 45 days of the completion of any construction, the Operator shall provide a complete set of "as-built" drawings to the City Engineer for approval, including, but not limited to, structures, plumbing, heating, ventilating, air conditioning, mechanical and electrical systems, as may be necessary to document all construction. Each addition, modification, or renovation of Leased Premises shall be submitted to the City Council for final acceptance after receipt of the "as-built" drawings and final inspection by the City Engineer.

All construction contracts with third parties for any construction must require the above provision be followed. Nothing herein shall be deemed to affect or waive any obligation of the Operator or its agents, subleases, tenants, or employees to obtain approval of plans by the City Engineer or to obtain any required permits. Nothing herein shall be deemed to affect or waive any inspection of any activity, improvement or facility as required by city ordinances, or state law or federal law.

9.4 Emergency Repairs

The Operator may act, with the consent of the General Manager, in a situation which the Operator determines to be an "*emergency*" as defined by the provisions of Chapter 2, Article 1, Section 2-35 of the Oklahoma City Municipal Code, with respect to the safety, welfare and protection of the general public, including spending and committing funds held in operating accounts, even if such expenses are not budgeted, provided funds are available in the accounts for any purpose.

The Operator shall, in the event of such emergency, and in a manner generally described in Chapter 2, Article 1, Sections 2-471 - 2-475 of the Oklahoma City Municipal Code, prepare and retain adequate documentation concerning the circumstances surrounding the emergency and any and all funds relating to said emergency. Any emergency repair must comply with the City of Oklahoma City Purchasing Policies and Procedures.

Immediately following such action, the Operator and the General Manager shall determine whether any funds expended related to the emergency should be reimbursed as payment for the repair or replacement of Capital Items. If reimbursement is necessary, such reimbursement shall be paid by the Trust within 60 days of approval of the request for reimbursement.

SECTION X. ADDITIONAL TERMS

10.1 Indemnity

The Operator hereby agrees to release, defend, indemnify, and save harmless the City and the Trust, their officers, agents, and employees, from and against (i) any and all loss of or damage to property OR injuries to or death of any person or persons, OR any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever, in any way caused by, resulting from, or arising out of the Operator's negligent acts, operations, errors or omissions or the Operator's use and occupancy of any portion of the Leased Premises, and (iii) any and all loss of or damage to property OR injuries to or death of any person or persons, OR any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever, in any way caused by, resulting from, or arising out of the negligent acts, operations, errors and omissions of the Operator's officers, employees, representatives, suppliers, invitees, subcontractors, Tenants or agents in connection with this Agreement.

The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Operator hereunder.

This section shall survive the expiration of the Agreement; however, the Operator shall not be liable hereunder for any loss solely occasioned by the negligence of the City or the Trust or their officers, agents, and employees. This Indemnity provision does not apply to Workers' Compensation claims by City or Trust employees. The Parties agree to give the others prompt notice, in writing, of any claims, suits, actions or proceedings.

10.2 Insurance

The Operator shall obtain insurance coverage as provided below. The Certificate of Insurance shall be provided from the Operator to the MAPS office ten (10) days before the Agreement goes to City Council for approval. The Operator must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and Trust on a timely basis if requested by City or Trust staff.

All insurance must be from insurance companies which are authorized to do business in the State of Oklahoma and are acceptable to the City and Trust. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.

- A. Additional Insureds.** All liability policies (except worker's compensation and employer's liability policies) shall provide that the City and Trust are named additional insureds without reservation or restriction.

All insurance coverage of the Operator shall be primary to any insurance or self-insurance program carried by the City or Trust.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles.** All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Operator is stating a deductible does not exist and thus a deductible is not approved or accepted.

Self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Operator's self-insured retention.

- C. **Policy Limits.** The insurance coverage and limits required of the Operator under this Agreement are designed to meet the minimum requirements of the City and Trust. Such coverage and limits are not designed as a recommended insurance program for the Operator. The Operator alone shall be responsible for the sufficiency of its own insurance program. Should the Operator have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Operator should seek professional assistance.

All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims-made” form, the Operator shall also provide tail coverage that extends a minimum of one year from the expiration of this Agreement.

The minimum amounts of such insurance policies and continuing coverage shall be:

1. Worker's Compensation and Employer's Liability Insurance. The Operator shall provide and maintain, during the term of the Agreement, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than \$100,000 each for all its employees employed at the Facility and working on the Leased Premises, and in case any work is subcontracted, the Operator shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Operator. In the event any class of employees engaged in work/services performed at the Facility or on the Leased Premises is not protected under such insurance heretofore mentioned, the Operator shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
2. Commercial General Liability Insurance. The Operator shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Agreement under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein. Additionally, the Operator shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$2,000,000.
3. Automobile Liability Insurance. The Operator shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Agreement under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein. Additionally, the Operator shall provide and maintain commercial general liability insurance coverage for property damage at a minimum of \$200,000.

4. Rental of the Facility. The Operator will require the Renter be responsible for providing a Certificate of Insurance naming the City and Trust as additional insureds without reservations or restrictions.

- D. **Certificates.** The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates must be provided to the City Manager and updated each year. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number (M3-H005A) and Project description or name (MAPS 3 Senior Wellness Center No. 4).
- E. **Cancellation.** There may be no termination, non-renewal, reduction in coverage, or modification of such insurance unless approved by the Parks Department. However, should coverage be changed in any way, the Operator shall replace the insurance coverage and notify the Parks Department of the City.

The Operator authorizes the City or Trust to confirm all information so furnished as to the Operator's compliance with its bonds and insurance requirements with the Operator's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Agreement is a breach of this Agreement for which the Operator shall be liable for damages, losses, and costs incurred by the City and/or Trust. Regardless of any termination clause included in this Agreement, the City or Trust may at its option suspend this Agreement until there is full compliance with this Section or may cancel or terminate this Agreement and seek damages for the breach. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the City or Trust. The City and Trust expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the Operator shall immediately notify the City and Trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City or Trust request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Operator hereby agrees to promptly authorize and have delivered such statement to the City and Trust.

- F. **Duration of Coverage.** All insurance coverage required under this Agreement shall be maintained in full force and effect for the term of this Agreement and any renewals, and for a period of two (2) years after the expiration or conclusion of this Agreement.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Agreement.

10.3 Termination

This Agreement may be terminated as follows:

A. Termination for Default

Should a party fail to perform any duty or obligation under this Agreement, through no fault of the other party, this Agreement may be terminated. The non-defaulting party may initiate termination by providing 60 days prior written notice which shall include 30 days within which the defaulting party may correct the default. The remedies in this paragraph shall not be deemed to waive or release any remedy available to parties. The City and the Trust expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

B. Discretionary Termination

In addition to, and cumulative of, the City and Trust's rights and remedies under other provisions of this Agreement, the City or Trust shall have the right to terminate this Agreement, and all the provisions hereof, at any time, with or without cause, upon 120 days prior written notice to Operator of the City's intention to exercise its right of discretionary termination under this Section. Such discretionary termination may only be exercised upon a majority vote of the City Council of The City of Oklahoma City.

The Operator shall have the right to terminate this Agreement, and all the provisions hereof, at any time, with or without cause, upon 180 days prior written notice to Operator of the City's intention to exercise its right of discretionary termination under this Section.

C. Assignment and Assumption of Certain Contracts Upon Termination

In the event of expiration or early termination of this Agreement, regardless of the reason for said termination, Operating shall immediately assign to the City or Trust any unfulfilled contracts and future booking engagements, and the City or Trust may assume the obligation to perform such contracts and booking engagements thereafter.

10.4 Encumbrances, Liens, and Claims

At all times during the Term of this Agreement, the Operator shall pay for all labor performed, and all products, equipment and materials furnished for, the construction, alteration, renovation or maintenance of all the Leased Premises. The Operator shall keep the Leased Premises free and clear of any and all claims attaching to real property including but not limited to liens and encumbrances (collectively referred to in this Section as "liens" or "encumbrances"). Further, the Operator shall pay each and every judgment made or given against the Operator, Leased Premises or any part thereof, or against the City or

Trust, on account of any above-described lien or encumbrance, unless otherwise stated to the contrary herein. The Operator shall, at its sole cost and expense, defend, indemnify and hold the City and Trust harmless from every lien or encumbrance, and every action on account of any and all such liens and encumbrances, or obligation for labor, products, equipment or materials incurred during any Term of this Agreement, whether by the Operator or any Tenant, including, by way of illustration and not of limitation, laborer's, mechanic's and materialman's liens, and any other liens and encumbrances not specifically enumerated herein, but which are not liens or encumbrances as a result of the City or Trust's action. Nothing contained herein shall, in any way, prejudice the Operator's right to contest any final judgment or decree prior to payment thereof.

As long as the Operator is using its best efforts and is actively pursuing, in good faith, the removal of claims, liens and encumbrances, the failure of the Operator to immediately remove liens and encumbrances from the Leased Premises shall not be deemed an event of default; however, should the Operator fail to "bond off," remove or challenge in a court of appropriate jurisdiction any lien or encumbrance within 30 days of attachment, the Trust may pay and satisfy such lien or encumbrance and Operator, within 30 days of demand, pay to the Trust the said sum in full.

Operator shall require a similar prohibition in all contracts, leases, and subleases to protect the City, Trust, and Leased Premises from liens and encumbrances.

This provision shall survive the termination, expiration, cancellation, or non-renewal of this Agreement.

10.5 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Addresses may be changed by either party giving ten days prior written notice thereof to the other party.

The City:

Craig Freeman, City Manager
The City of Oklahoma City
200 N. Walker, 3rd Floor
Oklahoma City, Oklahoma 73102

With copy to:

Amy Simpson, City Clerk
The City of Oklahoma City
200 N. Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

The Trust:

Craig Freeman, General Manager
The Oklahoma City Public Property Authority
200 N. Walker, 3rd Floor
Oklahoma City, Oklahoma 73102

The Operator:

Kelly Kay, President/CEO
The YMCA of Greater Oklahoma City
500 N. Broadway, Ste. 500
Oklahoma City, OK 73102

10.6 Applicable Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Oklahoma. The laws of the state of Oklahoma shall be applied to every interpretation, action, enforcement or other legal or equitable proceeding involving this Agreement, and any duty, right, interest, covenant, obligation, and activity under this Agreement.

10.7 Compliance with Laws, Ordinances, Specifications, and Regulations

The Operator shall comply with all federal, state, and local statutes, laws, standards, codes, ordinances, rules and regulations, and all subsequent amendments and additions thereto, pertaining, in any manner, to the operations, construction, maintenance, activities and/or services provided or permitted by this Agreement. The Operator shall protect, defend, indemnify and forever hold harmless the City and Trust from and against any penalty, fine, damage, expense, cost or charge imposed, assessed or incurred for any violation or breach of any such statutes, laws, standards, codes, ordinances, rules or regulations occasioned by the negligence, acts or omissions of the Operator or any Tenant, Subcontractor, Partner, or user of the Leased Premises, or any portion thereof.

10.8 Assignment

In as much as this Agreement is a personal service agreement which relies on the personal integrity, financial standing and unique ability and expertise of the Operator to assist in the operation and management of the Leased Premises, it has been agreed by Parties that the Operator may not assign its interest or obligations in said Agreements without prior written consent of the City and the Trust.

10.9 Severability

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

10.10 Amendment

This Agreement may only be amended in a writing approved by the Operator and the City Council of The City of Oklahoma City and the Trustees of the Oklahoma City Public Property Authority.

10.11 Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.12 Descriptive Headings

The headings of the Sections of this Agreement are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of said Section of this Agreement.

10.13 Survival of Representations

All written representations and covenants of the Parties contained in this Agreement shall survive the non-renewal, termination, cancellation, or expiration of this Agreement.

10.14 Parties Bound

This Agreement shall be binding upon and inure to the benefit of all Parties. This Agreement is solely for the benefit of the Parties and their successors in interest, and none of the provisions hereof are intended to create a third-party beneficiary or benefit third parties.

10.15 Force Majeure

Except as otherwise herein expressly provided, if any Party shall be delayed or hindered in, or prevented from, the performance of any obligation hereunder, as a result of any Force Majeure, and, provided that the Party delayed, hindered or prevented from performing notifies the other Party both of the commencement and the expiration of such delay, hindrance or prevention (each notice being required within 10 business days of the respective event), then the performance of such obligation shall be excused for the period of such delays, hindrance or prevention and the period for the performance of such obligation shall be extended by the number of days equivalent to the number of days of the impact of such delay, hindrance or prevention. Failure to so provide the foregoing notice will result in waivers of both excuse in performance and extension of time to perform under this paragraph with respect to any such delay, hindrance or prevention.

As used herein, a "Force Majeure event" shall mean a labor dispute, act of God, natural disaster, national emergency, civil disobedience or disturbance, riot, terrorism, threat of terrorism, restraint by court order, and similar occurrences beyond the reasonable control

of the Party that makes the Party's material obligations under this Contract in a timely manner impractical or impossible and which, in all cases, are not foreseeable or a result of the negligence or willful misconduct of, or in the reasonable control of, the Party.

10.16 Construction and Enforcement

In the event of ambiguity in any of the provisions of this Agreement, this Agreement shall not be construed for or against any party on the basis that such party did or did not author the same.

10.17 Venue of Actions

The Parties agree that if any legal action is brought pursuant to this Agreement, such action shall be instituted in the District Court of Oklahoma County.

10.18 No Partnership Created

The Parties expressly agree that the relationship hereby created is that of independent contractors and no other relationship is created or deemed to be created between the Parties. This Agreement specifically does not create any partnership or joint venture between the Parties, or render any party liable for any of the debts or obligations of any other party.

APPROVED by The YMCA of Greater Oklahoma City this 25th day of January, 2024.

The YMCA of Greater Oklahoma City

Kelly Kay

State of Oklahoma)
) SS.
County of Oklahoma)

This instrument was acknowledged before me on the 30 day of January, 2024, by Kelly Kay, as President & CEO of The YMCA of Greater Oklahoma City.



Tanny Taylor Herndon
Notary Public
Commission No.: 10004734

My Commission expires: 6/14/26

APPROVED by the Oklahoma City Public Property Authority this 13TH day of FEBRUARY, 2024.

ATTEST:

**OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY**

Amy K Simpson
Secretary



David Holt
CHAIRMAN

APPROVED by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this 13TH day of FEBRUARY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



David Holt
MAYOR

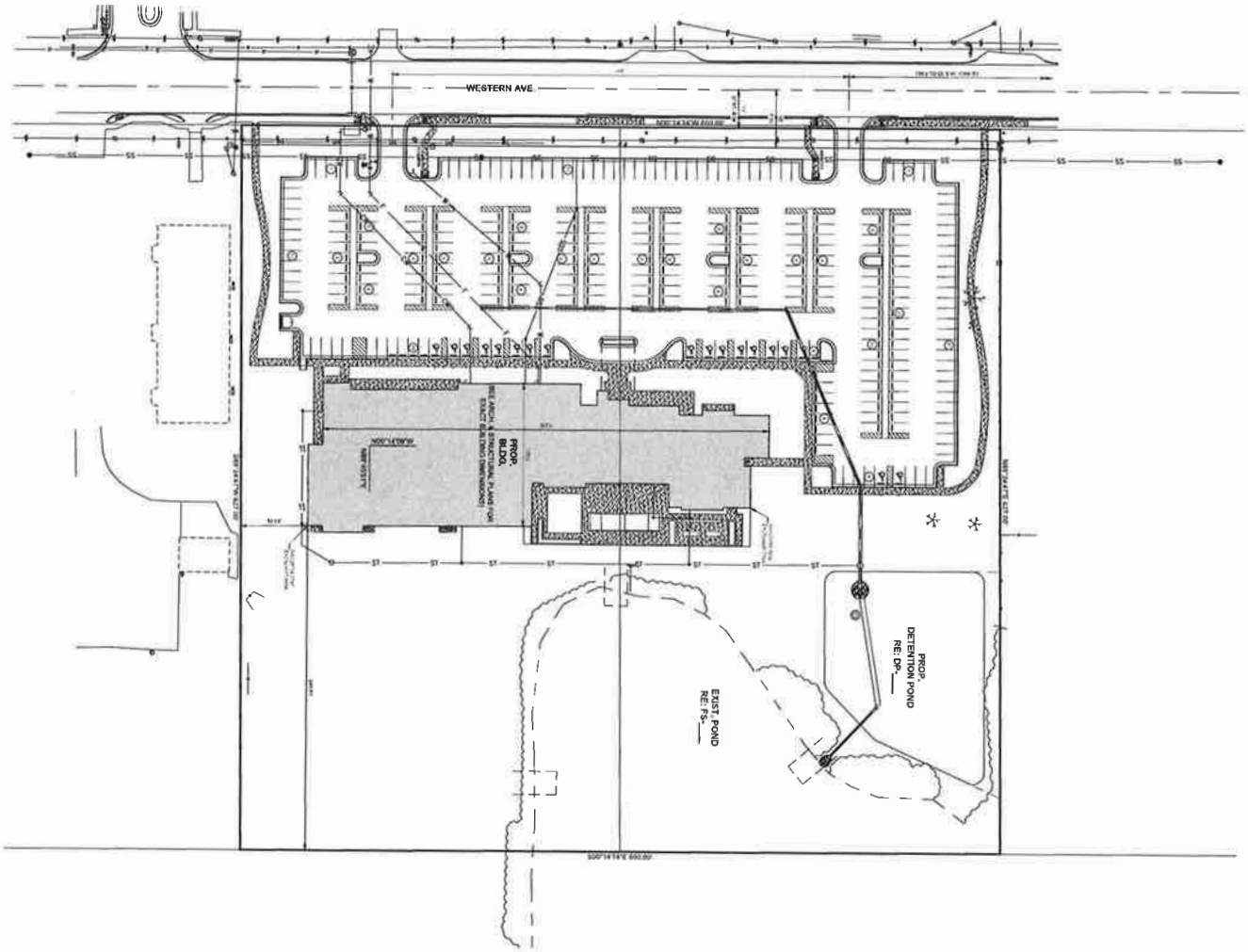
REVIEWED for form and legality.

Amy Douglas
Assistant Municipal Counselor

Exhibit A

A tract of land being a part of the Northwest Quarter (NW/4) of Section Twenty-one (21), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Cleveland County, Oklahoma, being all of Lots Three (3) and Four (4) Block One (1) as shown on the recorded plat EASTSTEP ADDITION.

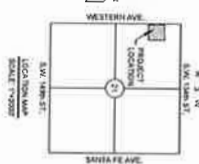
EXHIBIT B



- [illegible]

Media, Technology and

A third lot of being a part of the Halfpenny Quarter (1800) of Section Twenty-four (2), Township 14N (1), Range Three (3) filed at the Public Records, Oklahoma City, Oklahoma County, Oklahoma, being all of lots Thirteen (13) and Four (4) Block One (1) as shown on the recorded plat EX-1719P ADDITION.



NO.	DESCRIPTION
C1.0	OVERALL SITE GENERAL LAYOUT
C1.9	TOPOGRAPHIC SURVEY
C1.9	DEMOLITION PLAN
C4.0-4.1	SITE DIMENSIONAL PLAN
C4.4-4.5	PAVING & GRADING PLAN
C4.6-4.6	PAVING & GRADING ALTERNATE
C4.7-4.7	UTILITY PLAN
C4.7-4.7	DETAILS
C4.7-4.7	EROSION CONTROL PLAN
C4.7-4.7	DETENTION POOL PLAN
C4.7-4.7	PUBLIC WATER LINE PLAN

ONE CALL UTILITY LOCATION NUMBER
846-6032
1-800-622-6543



Exhibit C – Minimum Programming and Services to be Provided

Membership –

- Coffee/Hot Chocolate
- Towels

Community Rooms

- Room Rental Space available for approved activities.
- Organized Potluck lunches
- Support Groups

Art Classes –

- Pottery
- Oil painting
- Acrylic Painting
- Watercolor
- Drawing
- Crafts
- Basket Weaving
- Jewelry Making
- Card Making

Cooking Demo Classes –

- Monthly Classes

Lunch & Learn Series – Monthly series where we bring in guest speakers to educate, inspire and encourage participants. Topics to include –

- Medical
- Financial – banking, retirement
- Tech Talk – Computers, Cell Phones, Social-Media
- Health Insurance
- Safety – Community Police
- And more

Library –

- Book Clubs
- Book of the Month
- Book sharing

Group Exercise Classes – Studio A&B

- Cycle
- Yoga
- Pilates Fusion
- Senior Power Circuit
- Silver Sneakers Circuit
- Silver Sneakers Classic
- Zumba
- Zumba Gold
- Boot Camp
- Core Fit
- Line Dance
- Specialty Classes addressing such topics as Mindfulness, Injury Prevention, Posture Correction.

Fitness Floor –

- Individual Personal Training
- Couple/Small Group Personal Training
- EGym Circuit Training
- Cardio Machines
- Selectorized Equipment
- Plate Loaded Machines
- Free Weights
- Stretching Area

Integris –

- Jim Thorpe Rehabilitation Clinic

Walking Track –

- Walking Club

Gymnasium –

- Open gymnasium – Basketball
- Basketball Leagues
- Open gymnasium – Volleyball
- Volleyball Leagues
- Open Gymnasium Pickleball
- Pickleball – Beginner/Intermediate/Advances Classes
- Pickleball – Clinics
- Pickleball – Leagues

Pool –

- Open Swim
- Lap Swim
- Water Exercise
 - Aqua Zumba
 - Deep Water Exercise
 - Arthritis
 - Aqua Challenge
 - Aqua Blast
- Swim Lessons – Beginner/Intermediate/Advanced
- Swim Stroke Clinic
- Masters Swim Program

Game Room –

- Ping Pong
- Pool
- Card Games
- Board Games
- Chess
- Dominos
- Mahjong

Exhibit D - Fee Structure

Membership

Adult

- MAPS Center Senior Adult - \$35 Monthly Fee, ZERO Joining Fee
- Adult - \$48 monthly fee, \$70 Joining Fee
- Senior Adult 65+ - \$43 monthly fee, \$50 Joining Fee

Couple/Household

- MAPS Center Senior Couple - \$60 Monthly Fee, ZERO Joining Fee
- Household - \$78 monthly fee, \$105 Joining Fee
- Senior Adult 65+ - \$68 Monthly Fee, \$75 Joining Fee
- Financial Assistance Available
- \$10 Day Pass Individual
- We will work primarily with these Insurance Groups
 - Active & Fit
 - Silver & Fit
 - Blue Cross Blue Shield (BCBS)
 - United Health Care (UHC)
 - Medicare Advantage

Classes

- Art Classes - \$10/\$20 fee depending on classes.
- Kitchen Demo Classes - \$5/\$10 depending on class.

Personal Training

- 30 Mins session \$30 / Monthly Commitment \$27
- 1 Hour session \$50 / Monthly Commitment \$45

Swim Lessons/Clinics

- Center Mbr \$45/session eight group classes.
- Non-Member \$70/session eight group classes.
- Private Lessons \$45 for one thirty min lesson or \$315 eight pack 30min lessons.

Sports

- Basketball/Volleyball Leagues – \$45 per player, eight games.
- Pickleball Leagues – \$20 per player.
- Pickleball Tournaments - \$50 per player.
- Pickleball Clinics - \$50 per player.

EXHIBIT E
YMCA of Greater Oklahoma City

Document Retention Policy



Purpose

This policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed (unless under legal hold). The Policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records, and to facilitate the YMCA of Greater Oklahoma City's operations by promoting efficiency and freeing up valuable storage space.

From time to time, the chief executive may issue a notice, known as a "legal hold," suspending the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings. No records specified in any legal hold may be destroyed, even if the scheduled destruction date has passed, until the legal hold is withdrawn in writing by the chief executive.

Document Retention Schedule

The YMCA of Greater Oklahoma City follows the document retention procedures outlined below. Documents that are not listed, but are substantially similar to those listed in the schedule, will be retained for the appropriate length of time.

File Category	Item	Retention Period
Corporate Records	Bylaws and Articles of Incorporation	Permanent
	Corporate resolutions	Permanent
	Board and committee meeting minutes	Permanent
	Conflict-of-Interest disclosure forms	5 years
Accounting, Investment & Tax Records	Financial statements (audited)	Permanent
	Auditor management letters	Permanent
	Fixed asset schedules	Permanent
	Journal entries	Permanent
	Check register and checks	7 years
	Bank deposits, statements and reconciliations	7 years
	Credit card receipts	3 years
	Charitable organization registration	7 years
	Correspondence with legal counsel or accountants, not otherwise listed	7 years
	Expense reports	7 years
	General ledgers	Permanent
	Invoices	7 years
	Fund reporting schedules	Permanent
	IRS Form 990 tax returns	Permanent
	IRS Form 1023 and exemption letter	Permanent
	Investment performance reports	7 years
	Investment consultant reports	7 years
	Investment manager correspondence	7 years

File Category	Item	Retention Period
	Contracts and agreements	7 years after all obligations end
	Investment manager contracts	7 years after all obligations end
	Correspondence — general	3 years
Insurance Records	Policies — occurrence type	Permanent
	Policies — claims-made type	Permanent
	Accident reports	7 years
	Fire inspection reports	7 years
	Safety (OSHA) reports	7 years
	Claims (after settlement)	7 years
	Group disability records	7 years after end of benefits
Real Estate	Deeds	Permanent
	Leases (expired)	7 years after all obligations end
	Mortgages, security agreements	7 years after all obligations end
	Purchase agreements	7 years after disposition requirement
Communications	Press releases	7 years
	Publications	7 years
	Photos	7 years
	Press clippings	7 years
	Fund agreements (paper and digital copies)	Permanent
Donor Services	Documentation of restricted gifts	Permanent
	Correspondence — acknowledgment of gifts and grant requests	3 years
	Donor fund statements	Permanent
Consulting Services	Consulting contracts	7 years after all obligations end
Human Resources	Employee personnel files	7 years
	Retirement plan documents	Permanent
	Employee medical records	Permanent
	Employee handbooks	Permanent
	Workers compensation claims	7 years after settlement
	Wage & salary plan	7 years
	Employment applications	3 years
	IRS Form I-9 (store separate from personnel file)	Greater of 1 year after end of service or 3 years
	Resumes	1 year
Technology	Software licenses and support agreements	7 years after all obligations end