

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between The City of Oklahoma City (“City”) and Downtown Oklahoma City Partnership, an Oklahoma not-for-profit corporation (“Contractor”).

WITNESSETH:

WHEREAS, The City of Oklahoma City has, pursuant to 11 Okla. Stat. § 39-101 *et seq.*, created the Downtown Business Improvement District, City of Oklahoma City Improvement and Special Services Assessment District No. 6 (“Downtown BID”), upon the petition of property owners of record of more than one-half (1/2) of the property liable for assessment in the District; and

WHEREAS, the City desires to provide improvements and special services which confer benefits upon property owners within the District, and which constitute a supplement to standard City services to provide higher quality of maintenance in the District, and to provide other special services that will enhance the vitality and quality of the Downtown area; and

WHEREAS, Downtown Oklahoma City, Inc., a.k.a. Downtown Oklahoma City Partnership, is a private non-profit corporation formed for the purposes of promoting and improving downtown Oklahoma City; and

WHEREAS, it is in the best interest of The City of Oklahoma City to contract with Contractor, designated as a sole source provider by resolution, for certain services to be performed for downtown Oklahoma City; and

WHEREAS, the City and Contractor have negotiated a price for said services that is appropriate and equitable to both parties.

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

I. DEFINITIONS

1.1 City. The City is The City of Oklahoma City.

1.2 State. The State is the State of Oklahoma.

1.2.1 City Manager. The City Manager shall mean the City Manager of The City of Oklahoma City.

1.3 Agreement. The Agreement consists of this Agreement and the Exhibits thereto.

- 1.4 Subcontractor.** A Subcontractor is a person or entity that has a direct agreement with Contractor to perform some or a portion of Services described in the Agreement. The term Subcontractor is referred to throughout the Agreement as if singular in number and masculine in gender and means the Subcontractor and his authorized representative(s).
- 1.5 Services.** The Services consist of those Services specified in the attached Exhibit “A.” The Services shall include all labor and general and administrative costs, delivery charges, and all Federal, State, and local taxes that may be incurred by Contractor necessary to produce such management, promotional, maintenance, monitoring, operation, cleaning and services, and all materials and equipment incorporated in such management, maintenance, monitoring, operation, cleaning and services, in accordance with the scope.

II. TERM

- 2.1** The term of this Agreement shall be a one-year period from the 1st day of October, 2023, to and including the 30th day of September, 2024.

III. COMPENSATION

- 3.1** Any fee, whether estimated or firm, shall not be exceeded without prior written authorization from the City.
- 3.2** Management Fee to Contractor for Services. In consideration for Contractor administering the Services described herein, the City shall pay to Contractor a **monthly sum equal to \$12,583.**
- 3.3** Reimbursement to Contractor for Allocated Payroll. Upon receipt of an invoice satisfactorily detailing Contractor's payroll expenses for the prior month, the City shall reimburse Contractor for **actual payroll incurred.** The total amount of payroll reimbursement for the Term is not to exceed \$1,051,500 as illustrated in Exhibit B.
- 3.4** Reimbursement of Funds for Direct Expenditures. In order to allow the Contractor to efficiently and timely meet its obligations in providing the BID Services required under this agreement, upon the submitted request of the Contractor, the City agrees to make one or more advance payments for Direct Expenditures (expenditures required to be made by Contractor in providing the BID Services required under this Agreement), with said advance payments limited to the total cumulative amount reflecting the highest estimated reimbursement to be made over a two-month period that the Contractor should expect to submit during the term of the Agreement. In addition to the management fee provided in § 3.2 above, the City agrees to reimburse Contractor monthly for Direct Expenditures within 30 days of submission from Contractor of a Request for Payment and submittal of copies of all invoice(s) documenting the expenditures made in the preceding month. All expenditures submitted for reimbursement must be documented by an invoice or receipt. The reimbursement for all expenditures made by the Contractor under this Agreement is capped and limited to the revenue collected for the BID and the related constraints as it pertains to the revenue categories. In accordance with the current fiscal year's estimated

Budget, attached as Exhibit “B”, the estimated total for this one-year contract is \$3,703,705. Of this total amount, \$3,658,358 is based on FY 2024 annual BID assessments and up to \$22,211 from interest earned through September 30, 2023 less an allowance of (\$24,064) for bad debt and \$1,200 in private contributions.

Note: The Contractor’s budget as described in Exhibit “B” reflects a total amount of \$3,703,705 as a result of the utilization of an estimated carryover amount of \$46,000.

IV. GENERAL PROVISIONS

- 4.1 Assigning or Subletting the Agreement.** The Contractor shall not assign or sublet this Agreement or any portion of the Agreement without approval of the City. Any and all Subcontractors retained to accomplish this Agreement shall be disclosed to the City. The subletting of Services by the Contractor shall not make the City a party of such subcontract or subject the City to liability of any kind to any Subcontractor. No subcontract shall under any circumstances relieve the Contractor or its surety of its liability and obligations under this Agreement; all transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workers and representatives of the Contractor.
- 4.2 Breach of Agreement.** All terms, conditions, and specifications of this Agreement shall be considered material, and failure to perform any part of this Agreement or the failure to perform any of the Services in accordance with the Agreement shall be considered a breach of this Agreement. Should the Contractor fail to remedy any breach within 30 days after written notification by the City to the Contractor of such breach, the City may, at its option and in addition to any other remedies available to it under law, terminate this Agreement.
- 4.3 Agreement Administration.** The City hereby designates its City Manager, or his designee, to administer this Agreement on behalf of the City. The Contractor hereby designates its president, or his or her designee, to be responsible for performing the administrative, supervisory, management and performance monitoring tasks for the Contractor under this Agreement and shall be responsible for the oversight and supervision of Subcontractors.
- 4.4 Interpretation of Agreement.** In the event of a dispute as to the meaning of any part of this Agreement or the exhibit(s) attached hereto, a request for interpretation from the Contractor may be made by the Contractor’s Authorized Representative to the City’s Authorized Representative. The interpretation made by the City’s Authorized Representative shall control. In the event that the Contractor disagrees with the interpretation of the City’s Authorized Representative, the Contractor may request that the City Council consider an amendment to the agreement to clarify the interpretation at issue.
- 4.5 Contractor’s Representation.** The Contractor represents that it is generally familiar with all applicable streets, alleys, sidewalks and other public areas within the downtown area of the City; the Agreement, and all other relevant documents; and that the Contractor is informed concerning the requirements of the Agreement, and the general physical

conditions to be encountered in the work, and the character, quality, and the quantity of the Services to be performed.

- 4.6 Right of Ownership.** Any and all studies, plans, drawings, work papers, documents, maps, surveys, engineering drawings, guarantees, warranties, street furniture, City signs, street fixtures, or the like made or received by Contractor in connection with the performance of the Services shall be the property of the City and shall be delivered free and clear of all liens, claims, security interests or encumbrances to City on demand. This Section shall survive the termination of the Agreement. All public facilities and equipment owned by the City shall remain property of the City, and such property cannot be disposed of or altered by the Contractor without the express written consent of the City, provided this shall not prevent the routine maintenance and replacement of landscaping and mechanical fixtures, which functions are specifically authorized by this Agreement.
- 4.7 Non-discrimination.** In connection with the performance of this Agreement, the Contractor agrees to ensure that employees or applicants for employment are treated without regard to race, creed, color, national origin, sex, age, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). This action shall include but not limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other terms of compensation and selection for training, including apprenticeship. The Contractor further agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk setting forth provisions of this paragraph. In the event of the Contractor's non-compliance with this non-discrimination clause, this Agreement may be canceled or terminated by the City and the Contractor declared by the City as ineligible for further Agreements until satisfactory proof of intent to comply shall be made by the Contractor. Contractor further agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.
- 4.8 Observation of Laws.** Contractor shall perform all Services in accordance with the Agreement. Contractor shall perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing or by its industry, as the case may be. Contractor agrees to comply with all Laws applicable to any aspect of the Services. Contractor shall remedy any defect in the Services promptly upon discovery. Contractor at all times shall observe and comply with all Federal and State laws, local laws, ordinances, and regulations of the Federal, State, or City governments. The execution of this Agreement shall be considered as a representation that the Contractor is familiar with all Federal, State, and local laws, or ordinances and regulations which affect those engaged or employed in the work, or equipment used in the performance thereof, or which in any way affects the conduct of the Services, and no pleas of misunderstanding will be considered on account of ignorance thereof.
- 4.9 Permits.** Before proceeding with the Services hereunder, the Contractor shall obtain and pay for any necessary permits, licenses and fees, whether Federal, State, or local.

4.10 Taxes. The Contractor shall pay all Federal, State and local taxes that may be chargeable against the performance of this Agreement.

4.11 Insurance. The Contractor shall secure and maintain throughout the duration of this Agreement policies of insurance and furnish to the City certificates of insurance of such types and not less than the amounts as hereinafter listed. Insurance certificate renewals should be sent to the contract manager as described in the Notices section of this document.

4.11.1 General Liability. The insurance required under this Agreement shall be written in the comprehensive form and shall list the City and the Contractor as insureds with respect to the Services performed by the Contractor under the terms of this Agreement with the limits required under the Oklahoma Governmental Tort Claims Act as it may be amended from time to time and which are currently twenty-five thousand dollars (\$25,000) property damage per claimant and one hundred seventy-five thousand dollars (\$175,000) bodily injury per claimant for damages or injuries arising out of a single accident or occurrence and a minimum per occurrence aggregate limit of one million dollars (\$1,000,000) for any number of claims arising out of a single accident or occurrence.

4.11.2 Workers' Compensation (as required by law).

4.11.3 Policies. Any deductibles or self-insurance retention in excess of \$5,000 associated with the required insurance must be declared to and approved by the City. Applicable policies shall be endorsed with waiver(s) of subrogation in favor of the City. The City shall be entitled, upon its request, and without incurring expenses, to review the Contractor's insurance policies including endorsements thereto and, at the City's discretion, the Contractor may be required to provide proof of insurance premium payments. The Commercial General Liability insurance policy required of the Contractor shall have no exclusions by endorsement unless approved by the City.

4.11.4 Coverage. Regardless of these requirements and of such approval by the City, it will be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and its failure to do so will not relieve Contractor of any contractual obligations or responsibilities. Failure of Contractor to maintain these policies in full force and effect for the duration of this Agreement will be considered by the City as a breach of this Agreement and will be treated as such by the City.

4.11.5 Certificate of Insurance. Contractor shall submit and deliver to the City with this Agreement all bonds and certificates of insurance that are required by this Agreement or by law. If the Municipal Counselor of the City shall find that said bonds or certificates of insurance fail to comply with the requirements of this Agreement, Contractor shall obtain additional endorsement or changes in coverage and any other instruments necessary to comply therewith.

- 4.12 Contractor Liability.** The Contractor shall assume full liability for any damages to any public property or private property which is due to the negligence of the Contractor, its Subcontractors, agents, permittees or assigns in the performance of this Agreement.
- 4.13 Personal Liability of Public Officials.** No officer or employee of the City, nor any other agent of the City, shall be personally responsible for any liability arising under or growing out of the Services, or operations of the Contractor, under the terms of this Agreement.
- 4.14 Contractor to Indemnify City.** The Contractor shall expressly indemnify and save harmless the City and all their officers, representatives, agents and employees from any and all suits or actions of every kind and description when such suits or actions arise from acts, omissions, or the negligence of the Contractor, its servants, or agents, including its Subcontractors under the terms of this Agreement. The Contractor shall indemnify and save harmless the City and all their officers, representatives, agents, and employees for or on account of any injury or damages, received or sustained by Contractor, its employees, servants or agents, including its Subcontractors or on account of any claim or amount recovered under the Workers' Compensation Law.
- 4.15 Equipment.** The Contractor shall at all times maintain its equipment in a clean, serviceable condition. All vehicular equipment shall be properly licensed and inspected and clearly marked with the owner's name. The continued use of unserviceable and improper equipment shall be considered a breach of this Agreement.
- 4.16 Reporting.** The Contractor shall prepare and submit to the City the following reports:

Monthly Reports	Prepare and submit to City on or before:
<ul style="list-style-type: none"> <i>Request for Payment</i> Reimbursement request with totals by subdistrict category including supporting documentation; all invoices submitted as support with reimbursement request shall have been for goods acquired/services rendered within the last 90 days prior to the submission 	30 days following end of month
<ul style="list-style-type: none"> <i>BID Checking Account Reconciliation</i> 	
Quarterly Reports	Prepare and submit to City on or before:
<ul style="list-style-type: none"> <i>BID Team Report</i> Written and oral summary for City and BID Advisory Board of the BID Services performed during the prior period will be presented at each BID Advisory Board meeting. The report will detail the activities performed during the period and outline accomplishments achieved. 	30 days following end of quarter
Annual Reports	Prepare and submit to City on or before:
<ul style="list-style-type: none"> <i>Expense and Project Budget:</i> 	

As a condition to this agreement, Contractor shall submit an annual Expense and Project budget to the BID Advisory board for approval prior to this Services Agreement effective date. Once approved, the Budget shall become affixed to this contract as Exhibit "B."	120 days following end of contract term
<ul style="list-style-type: none"> • <i>"Year in Review" Report for City and BID Advisory Board of BID Services performed during the Term</i> <p>This report will be presented at the January 2024 BID Advisory Board meeting.</p>	
<ul style="list-style-type: none"> • <i>Expense Budget to Actual Variance Report</i> <p>Report detailing actual expenses incurred and explanation narrative of significant or noteworthy variances exceeding budgeted expenses for the entire Term of the contract.</p>	
<ul style="list-style-type: none"> • <i>Audited Financial Statement:</i> <p>Certified by a Certified Public Accountant delivered to the City upon completion of an audit.</p>	No later than 1 year following the end of the term

4.17 Performance Audit. The City shall have the right to conduct a performance audit and evaluation of the Contractor at such time(s) as the City deem necessary. Contractor agrees to fully cooperate with any such audit. Contractor agrees to give the City and any consultants access to all reports, data, schedules, etc., which may be required to conduct said audit.

4.18 Notices. Whenever notice is required or otherwise given pursuant to this Agreement, it shall be given in writing and either hand-delivered, faxed, or sent by registered or certified U.S. mail, postage prepaid, return receipt requested. Any such notice or other written communication shall be deemed received by the party to whom it is sent (a) on the date it is received, if hand-delivered or faxed, and (b) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt or five (5) business days after the date of deposit with the United States Post Office.

For purposes of notices or other written communications, the following addresses shall be used, and may be changed from time to time upon written notice:

If to The City

The City of Oklahoma City
 Attn: Craig Freeman, City Manager
 200 N. Walker
 Oklahoma City, OK 73102
 Phone (405) 297-2345
 Email: craig.freeman@okc.gov

Insurance certificate renewals should be sent to:

Finance Department
Attn: Joanna McSpadden
100 N. Walker, 4th Floor
Oklahoma City, OK 73102
Phone (405) 297-3879
Email: Joanna.mcspadden@okc.gov

If to Contractor:

Downtown Oklahoma City Partnership
Attn: Jennifer Nakayama
211 N. Robinson Ave, Suite 225
Oklahoma City, OK 73102
Phone (405) 235-3500
Email: jennifer@downtownokc.com

4.19 Independent Contractor. It is expressly understood and agreed that the Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officer, agents, employees, and Subcontractors; that the doctrine of respondeat superior shall not apply as between the City and the Contractor, its officers, agents, employees, and Subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Contractor. No person performing any of the work and Services described hereunder shall be considered an officer, agent, servant or employee of the City.

4.20 Miscellaneous. This Agreement shall be construed and interpreted in accordance with the laws of the State. No change or variation from the terms and conditions of this Agreement may be made except by written instrument duly executed by both parties. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. The Parties agrees that the Agreement shall not be recorded.

The terms of this Agreement shall supersede any previously dated Agreements between the Parties.

4.21 Time of the Essence. Time is of the essence of this Agreement.

4.22 Date. The date of this Agreement shall be the date it is executed by the City.

{SIGNATURE PAGE for THE CITY OF OKLAHOMA CITY}

APPROVED by the City Council of The City of Oklahoma City and **SIGNED** by the MAYOR this 26TH day of SEPTEMBER, 2023.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K Simpson
CITY CLERK



David Holt
MAYOR

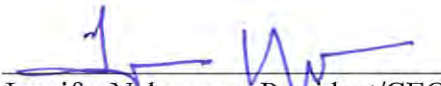
REVIEWED for form and legality.

[Signature]

ASSISTANT MUNICIPAL COUNSELOR

{Signature Page for Downtown Oklahoma City Partnership}

DOWNTOWN OKLAHOMA CITY PARTNERSHIP


Jennifer Nakayama, President/CEO

ACKNOWLEDGMENT

STATE OF OKLAHOMA,)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on the 15
day of September, 2023, personally appeared Jennifer Nakayama, the President/CEO
of Downtown Oklahoma City, Inc., a.k.a. Downtown Oklahoma City Partnership, to me known to
be the identical person who executed the foregoing instrument and acknowledged to me that he or
she executed the same as his or her free and voluntary act and deed, and as the free and voluntary
act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

Notary Public # _____

My Commission Expires: _____



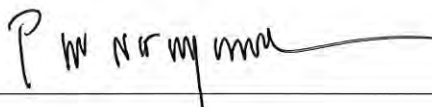


EXHIBIT "A" to PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

A map of the entire Downtown BID area is attached as Exhibit "A-1". Scope of services is divided into overall general BID services and further into "service zones" that correspond with specific services and improvements described herein. Exhibits "A-2" and "A-3" are maps illustrating the geographic scope of each of the service zones. Exhibit "A-4" illustrates the geographic scope of the subdistrict service zones.

I. Overall General BID Services:

Contractor will provide services that include, but are not limited to:

- 1.1** Assist the City in briefing developers and property owners of planned, proposed or conceptual ideas for the District such as plazas, landscaping, street furniture, and major public projects.
- 2.1** Assist the City in the preparation of assessment formulas, program evaluation, and possible changes in the District assessment formulas.
- 3.1** Assist the City in downtown planning efforts regarding the appropriate land uses, regulation changes, special projects to be undertaken and additional services to be performed.
- 4.1** As requested, assist with trouble shooting to overcome relocation or expansion challenges such as securing parking for new businesses and facilitate compliance with City ordinances, code, and regulations as necessary.
- 5.1** Cooperate with the City, Greater Oklahoma City Chamber of Commerce, Oklahoma City Urban Renewal Authority, The Alliance for Economic Development, and other entities to implement specific economic development projects that enhance the district.
- 6.1** Enhance relations with major employers and entities that include, but are not limited to: Oklahoma Health Center, Boathouse Foundation, State Capitol, SSM Health/St. Anthony Hospital, Devon Energy, Sandridge Energy, Continental Resources, American Indian Cultural Center, Central Oklahoma Transportation and Parking Authority, and Association of Central Oklahoma Governments.

II. Service Zone I: Downtown-Wide Marketing & Image Enhancement

Contractor will provide services that include, but are not limited to:

1.1 Marketing & Special Events intended to improve downtown's image and attract visitors to improve sales and commerce. Develop a year-round program of arts, culture, entertainment, and community events. These programs are intended to benefit all ratepayers and exclude localized district specific programs.

- 1.1.1** Coordinate efforts for the Downtown in December holiday events.

- 1.1.2 Produce and disseminate marketing and collateral materials intended to further Downtown's visual image and logos by integrating the current theme into existing promotions, events and advertising.
- 1.1.3 Provide updated maps of the district and arrange for the distribution of the maps and update the City on those locations.
- 1.1.4 Provide and install printed maps into way-finding kiosks.
- 1.1.5 Provide and install or repair existing ID markers in the Downtown districts.
- 1.1.6 Produce and disseminate promotional brochures and magazine advertising campaigns to target consumers, investors, property and business owners and other downtown stakeholders.
- 1.1.7 Develop and maintain a Downtownokc.com website.

2.1 Clean & Safe Programs intended to make downtown more inviting and hospitable and to enhance the cleanliness, care and maintenance of the public improvements, including, but not limited to:

- 2.1.1 The Contractor will work with the City and its Police Department to enhance downtown safety.
- 2.1.2 Develop and implement business/social service partnerships to reduce the incidence of homelessness/panhandling in downtown.
- 2.1.3 Implement and/or maintain a migratory bird control program to eliminate bird noise and litter on trees and sidewalks within the district.
- 2.1.4 Implement and/or maintain a bird control program to eliminate or reduce the bird litter on bridges, trees and sidewalks within the district.
- 2.1.5 Monitor street lights in district and report those in need of bulb replacement or other maintenance issues to City Action Center.
- 2.1.6 Provide cleaning and maintenance to public areas, as requested.
- 2.1.7 Provide additional support for hospitality at events as an added benefit for downtown patrons.

3.1 Advocacy, Leadership and Communications on a variety of policies and issues that affect the downtown. Work with the City, Chamber, parking authority and other agencies to advance downtown interests and provide communications to ratepayers through the following:

- 3.1.1 Create and publish for public access an annual BID year-end report to BID ratepayers.
- 3.1.2 Send weekly electronic newsletters to Downtownokc.com subscribers on news relating to downtown.

3.1.3 At least monthly, and more frequently if required, update the Downtownokc.com with news and event information.

3.1.4 Act as a liaison between ratepayers and Authority to address all ratepayers' concerns and questions.

4.1 Community Development Services intended to retain and attract businesses for storefronts and office spaces throughout downtown. This service augments and complements economic development activities already being managed by The Alliance for Economic Development, The Greater Oklahoma City Chamber and the City of Oklahoma City.

4.1.1 Develop and maintain positive working relations with downtown businesses (including retail, service, office/professional) and property owners, city officials and development community.

4.1.2 Work with City and Greater OKC Chamber in implementing proposed commercial development projects and working with prospective downtown businesses from initial contact through store opening.

4.1.3 Serve as the point of contact, liaison and information resource for building owners and real estate representatives about redevelopment opportunities and renovation plans. Provide referrals as necessary.

4.1.4 Work with existing businesses needing assistance with issues such as leasing, marketing, merchandising, window display, etc.

4.1.5 Represent the individual and collective interests of the branded downtown districts (Automobile Alley, Bricktown, City Center, Deep Deuce, Midtown, West Village).

4.1.6 Through matched funding and combined effort with other downtown partners (City, Greater OKC Chamber, OKC Urban Renewal Authority), provide for data research as deemed necessary by the partners to establish baseline demographic and market information about downtown and provide information to City and partners by the end of each contract period.

4.1.7 Provide orientation and information packages for employees/businesses locating downtown.

4.1.8 Generate and maintain a parking facilities (surface and structure) database, capacity, ownership, hours of operation, on street inventory and available public parking.

4.1.9 Generate and maintain an existing and potential residential properties database including ownership and tenant demographics (if available), condo-homeowners association data, cost or rent per square foot and occupancy rates.

4.1.10 Establish, communicate and maintain a benchmarking system of organization performance, accomplishments and key economic indicators such as jobs added, vacant space occupied, property valuation changes, residential units created, BID maintenance and management services provided, etc.

4.1.11 Collect and compile statistical data such as census information, construction permits, existing businesses, new businesses, closed businesses, property values, employees, maintenance statistics, and Downtownokc.com website usage.

4.1.12 Evaluate and compare types of businesses that tend to be successful in downtowns and identify missing components to downtown.

5.1 Develop Projects for the Residential Constituency with programs and activities in outdoor spaces for residents to enjoy and partnering with Urban Neighbors and other residential groups on advocacy efforts relating to resident needs.

II. Service Zone II: Street Level Maintenance

Active service zones for this one-year service agreement are shown on Exhibit "A-3". Contractor will perform services that include, but are not limited to:

1.1 Street Level Maintenance: Supplemental Clean Team services such as, but not limited to, sidewalk sweeping and power washing, trash collection and weed control. Street level service sub-zones will be altered annually as new streetscapes are completed.

A list of areas currently maintained by the City is included as Exhibit "A-5".

2.1 Landscape and Maintenance Plans: As requested, assist with the development of a landscape and maintenance plan for the district, except for public areas currently maintained by City, as defined in map.

3.1 Maintain Street Furniture/Investments: Maintain street furniture and other investments placed downtown, such as trash receptacles, cigarette butt containers, benches, and kiosks. Purchase or replace as budgetary funding allows.

4.1 Trees and Planters: Implement a tree replacement program as budgetary funding allows, with a maintenance program that includes but is not limited to annual pruning, insect control, and water and nutrient applications as needed to maintain healthy growth.

5.1 Subcontracting Services for Service Zone II: The City will allow Contractor to subcontract for any of the services or improvements mentioned above. An administrative fee will be added to compensate the Contractor for the accounting and administration of these funds.

III. Service Zone III: Sub-District and Amenity Maintenance & Services

Active service zones for this one-year service agreement are shown on Exhibit "A-2". Enhanced maintenance services for a variety of localized improvements throughout downtown, including but not limited to:

1.1 Underground Maintenance and Security: Maintenance, marketing, systems upgrades, security and other benefits for the Underground system of pedestrian tunnels. A map of the Underground pedestrian tunnel system is included as Exhibit "A-6".

- 1.1.1 Vacuum carpeting daily and shampoo as needed Monday through Friday.
- 1.1.2 Provide and implement a plan for preventive care, maintenance and repair of the mechanical, electrical and plumbing systems in the Public Underground.
- 1.1.3 As needed, resolve and/or repair any water penetration issues that may arise in the Public Underground.
- 1.1.4 Coordinate fire and life safety system requirements with the City's Fire Marshal's office and in accordance with the International Building Code in the public underground.
- 1.1.5 Provide for security patrol, and/or security camera monitoring during operational hours currently defined as Monday through Friday from 6:00-8:00pm in the public underground.
- 1.1.6 Provide for the efficient and timely closing and opening of the public underground doors.

2.1 Bricktown Canal Maintenance and Security: Sidewalk, walkway, and landscape maintenance, security, and other management needs associated with the Bricktown Canal as described in Exhibit "A-7".

3.1 Subcontracting Services for Service Zone III: The City will allow Contractor to subcontract for any of the services or improvements mentioned above. An administrative fee will be added to compensate the Contractor for the accounting and administration of these funds.

4.1 Sub-District Services and Improvements: Services and improvements that benefit the ownership of the respective sub-districts, such as, but not limited to, administration, marketing, promotions, website design, security, event sponsorship, and cosmetic improvements as identified in Title 11 Article 39 Section 39-103.1 (B).

Sub-districts may create a non-profit board and/or association representative of a majority of its property owners. If officially recognized by the BID Board, those boards and/or associations may request sub-district specific services.

5.1 Sub-District Service Pools: There are five sub-district service pools based on geographic service zones. Those sub-district service pools are primarily referred to as the following and services include:

5.1.1 Automobile Alley: Services and improvements as recommended by the Automobile Alley Association Board of Directors and the BID Advisory Board.

5.1.2 Bricktown: Services and improvements as recommended by the Bricktown Association Board of Directors and the BID Advisory Board.

5.1.3 Midtown: Services and improvements as recommended by the Midtown OKC Board of Directors and the BID Advisory Board.

5.1.4 Deep Deuce: Eligible for sub-district services; None planned for this contract year

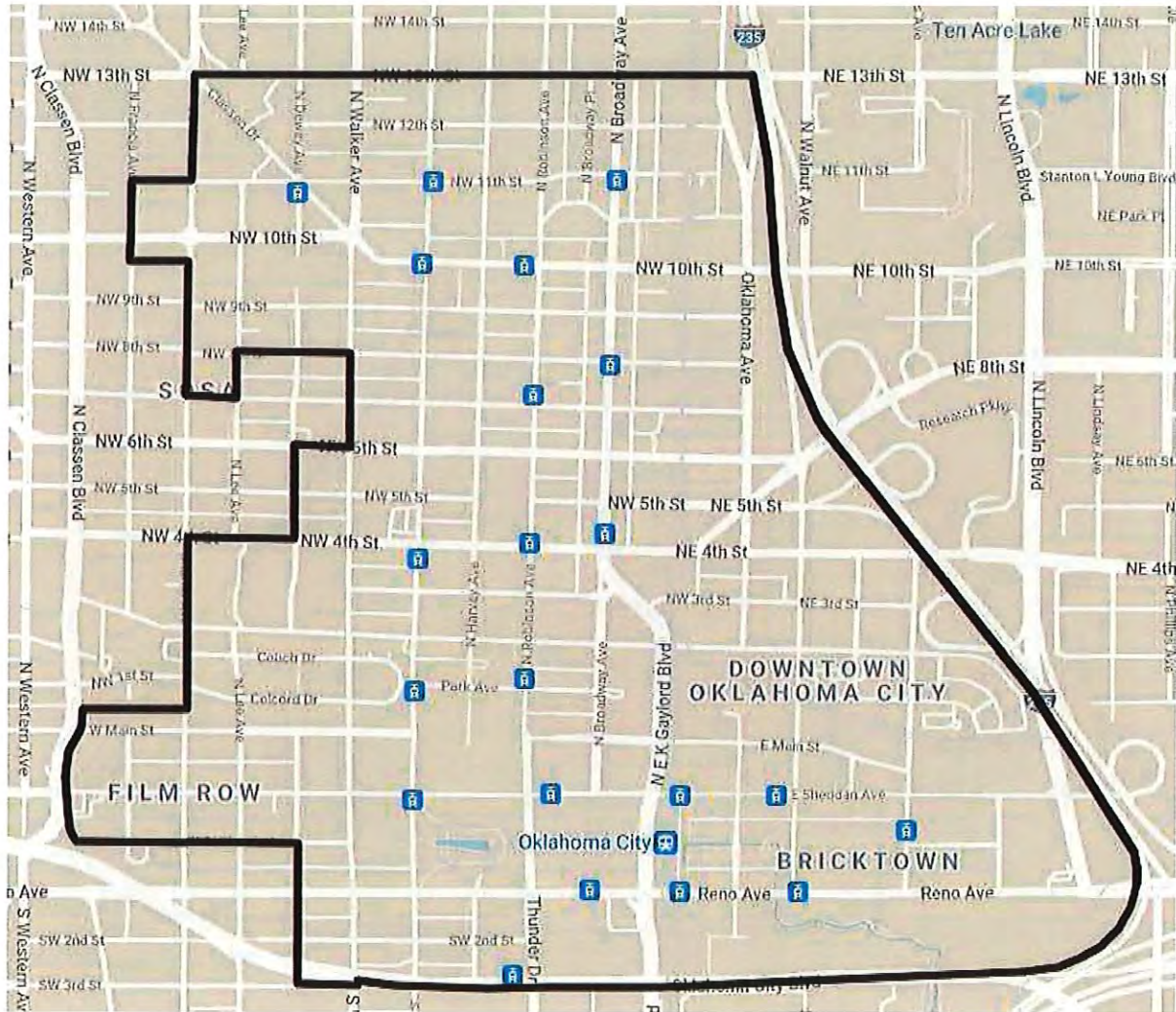
5.1.5 West Village: Services and improvements as recommended by the West Village Association Board of Directors and the BID Advisory Board.

6.1 Subcontracting Services for Sub-District Service Pools: The City will allow Contractor to subcontract for any of the services or improvements mentioned above. An administrative fee will be added to compensate the Contractor for the accounting and administration of these funds.

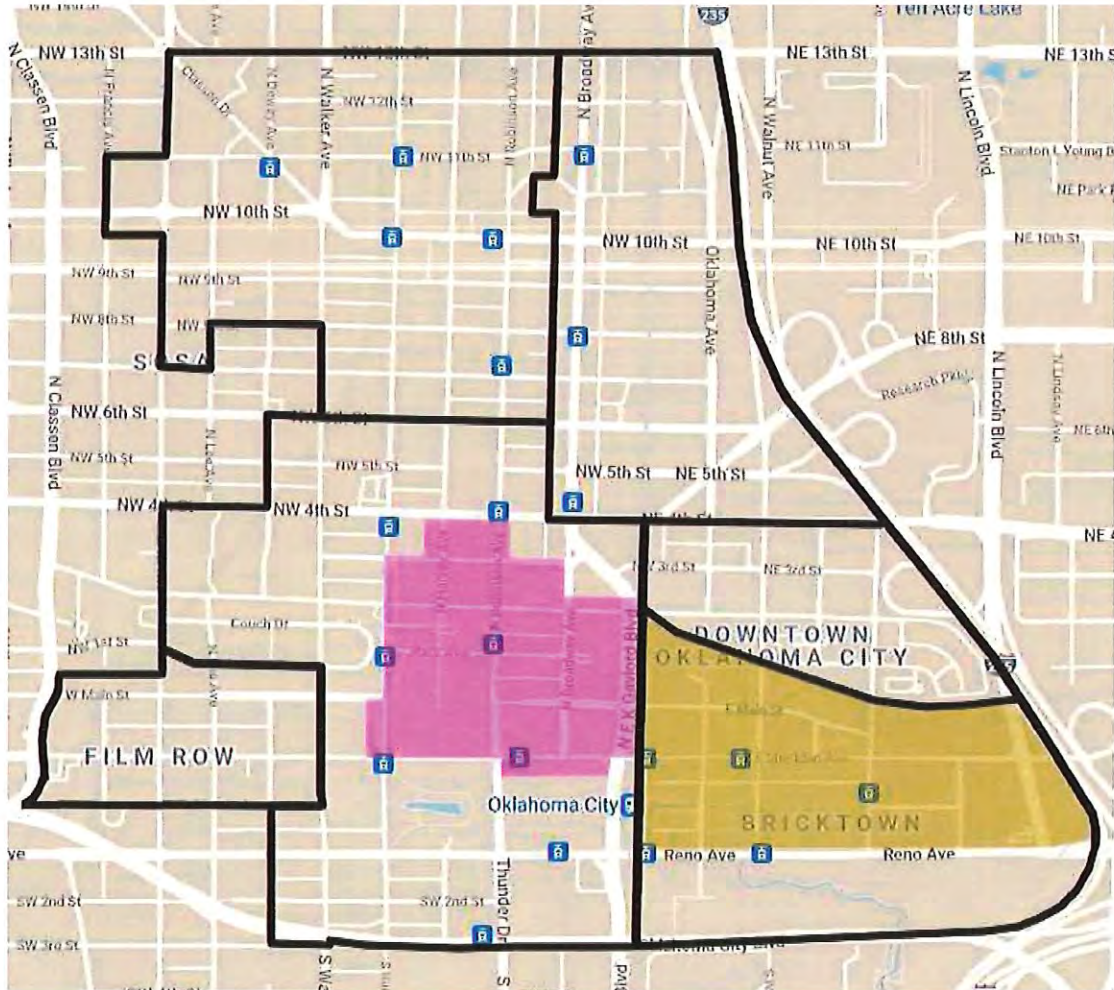
EXHIBIT A-1

DOWNTOWN OKLAHOMA CITY BUSINESS IMPROVEMENT DISTRICT

THIRD GENERATION DISTRICT-WIDE BOUNDARY- AMENDED

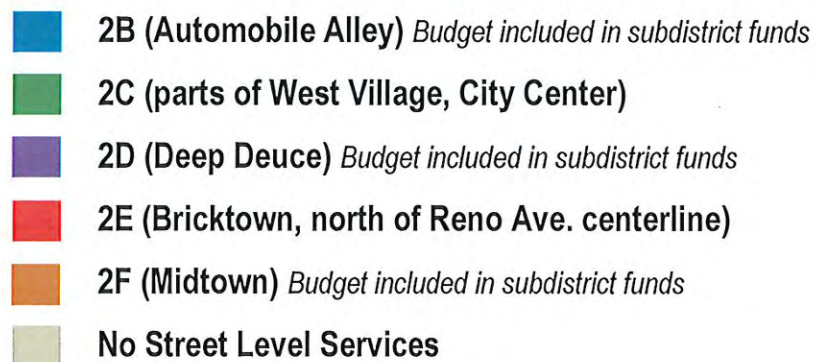


DOWNTOWN OKLAHOMA CITY BUSINESS IMPROVEMENT DISTRICT
THIRD GENERATION AMENITY ZONES (SERVICE ZONE 3) - AMENDED



- Underground Amenity Zone** *Only properties determined to have direct benefit or indirect benefit from the Underground within this zone will be assessed.*
- Bricktown Canal** *All properties within this zone will be assessed.*

DOWNTOWN OKLAHOMA CITY BUSINESS IMPROVEMENT DISTRICT
THIRD GENERATION STREET LEVEL SERVICES (SERVICE ZONE 2) - AMENDED



DOWNTOWN OKLAHOMA CITY BUSINESS IMPROVEMENT DISTRICT
THIRD GENERATION SUBDISTRICT SERVICES (SERVICE ZONE 3) - AMENDED



Exhibit A-5

Locations (including the grounds of the named property) within the Business Improvement District which are currently maintained by The City of Oklahoma City:

- a. Municipal Building (City Hall), 200 N. Walker Ave.
- b. Civic Center Music Hall, 201 N. Walker Ave.
- c. Oklahoma City Police Headquarters Building, 700 Colcord Dr.
- d. Oklahoma City Police Communications Center, 715 Robert S Kerr Ave.
- e. Former Police Headquarters Building, 701 Couch Dr.
- f. Oklahoma City Court Administration Building, 701 Couch Dr.
- g. Former Municipal Courts Building, 700 Couch Dr.
- h. Bricktown Police Station, 219 E. Main St.
- i. City Office Building, 100 N. Walker
- j. Prairie Surf Media **
- k. Myriad Botanical Gardens
- l. Chesapeake Energy Arena **
- m. Chickasaw Bricktown Ballpark
- n. Santa Fe Transit Hub **
- o. Bicentennial Park
- p. Hightower Park
- q. Carolyn Hill Park
- r. Red Andrews Park
- s. Medians along N. Broadway Ave. between Sheridan Ave. and Dean A. McGee Ave.
- t. Medians between OKC Boulevard and Reno Ave.
- u. Medians in the center of Oklahoma City Blvd. and all adjacent City-owned property
- v. Median in the center of W. Main St. between E.K. Gaylord Ave. and N. Broadway Ave.
- w. City-owned property on NE corner of N.W. 3rd and Gaylord
- x. OCURA-owned property on SE corner of NW 3rd and Gaylord – aka “Pine Tree Hill”
- y. N.E. 6th St./ Harrison Ave. / N. Walnut Ave. intersection landscaping beds **
- z. N.W. 5th on east half of block between Hudson Ave. and Walker Ave. **
- aa. Medians (5 total) on Main Street and Broadway Avenue **
- bb. Corner of NW 10th Street and Classen Boulevard **

** Limited landscaping services maintained by Downtown Oklahoma City Partnership as requested by the Oklahoma City Public Property Authority in supplemental contract.

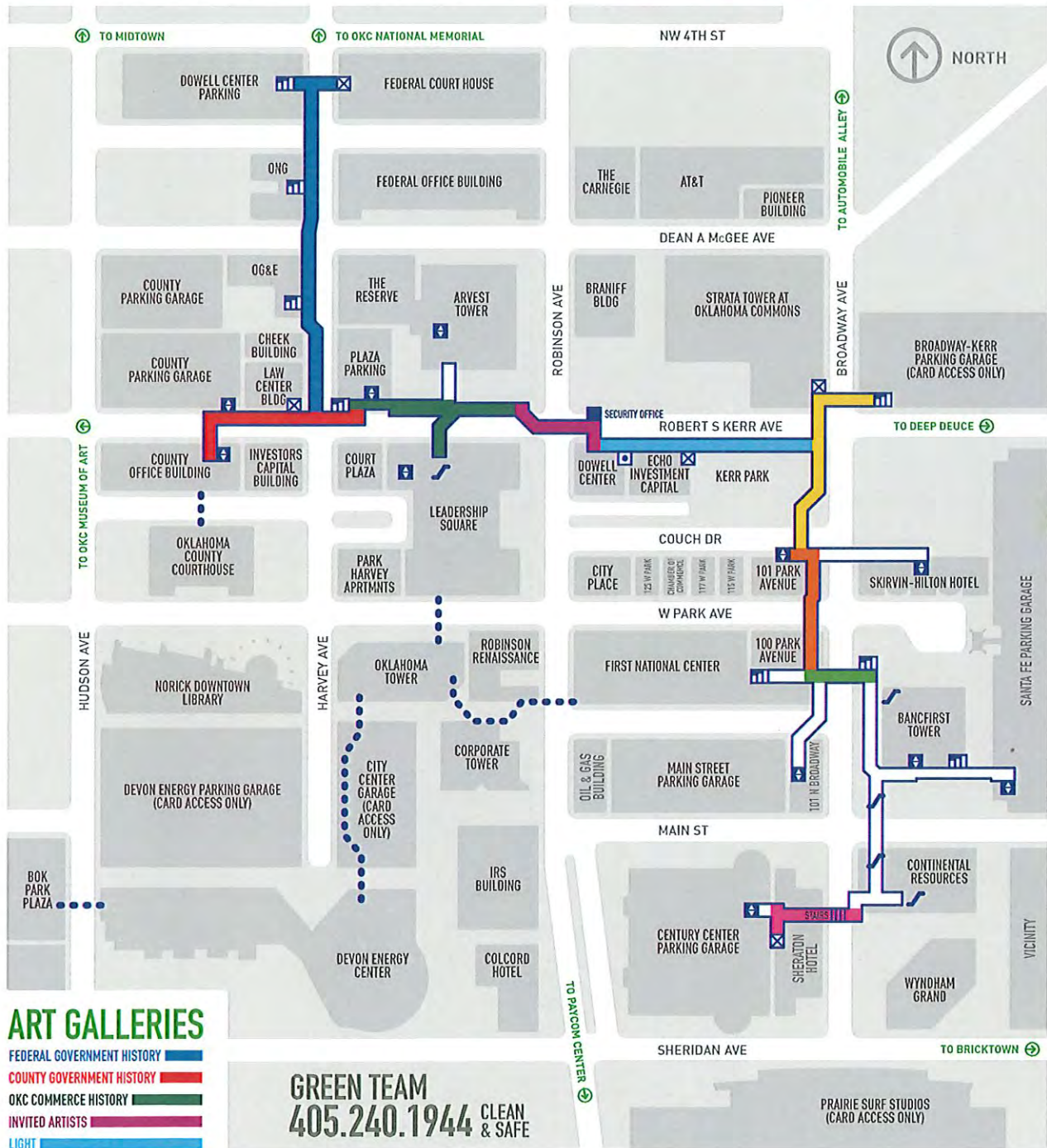
This list is subject to change, and some properties listed above may be maintained via contract with an additional third party.

DOWNTOWN OKC

EXHIBIT A-6

6:00 AM 8:00 PM MONDAY-FRIDAY

UNDERGROUND



ART GALLERIES

- FEDERAL GOVERNMENT HISTORY
- COUNTY GOVERNMENT HISTORY
- OKC COMMERCE HISTORY
- INVITED ARTISTS
- LIGHT
- OIL EXPLORATION HISTORY
- DOWNTOWN OKC HISTORY
- BANKING HISTORY
- MODERN ART

GREEN TEAM
405.240.1944 CLEAN & SAFE

LEGEND

- PRIVATE ACCESS DOOR/ENTRY
- STAIR ACCESS
- SKYWALK
- ELEVATOR ACCESS TO BUILDING
- ESCALATOR ACCESS TO BUILDING
- EXIT ONLY

4/2022

Exhibit A-7

North end of Bricktown Canal - Contract Services/Scope of Work

October 1, 2023 – September 30, 2024

Services listed below are to be performed by Downtown Oklahoma City Partnership staff and/or selected contractors listed below. Services listed here will be paid for all or in part by the Downtown Oklahoma City Business Improvement District, Bricktown Association funds (including Bricktown subdistrict funds,) and/or Downtown Oklahoma City Partnership or Downtown Oklahoma City Initiatives.

All contractors shall provide all management, supervision, labor, materials, supplies, and equipment to assure the performance of all custodial services in accordance with the scope below:

Cleaning Services – contractors: *Block by Block*

- Trash removal 7 days per week
- Gum removal as needed
- Powerwashing as needed or requested
- Wipe down rails, trashcans, bike racks, benches, etc.
- Remove trash from gutters and flowerbeds
- Make minor repairs to trashcans and street furniture as needed
- Actively seek out issues and report to DOKC, property owner, and/or City of OKC
- Monthly meeting or phone call with DOKC staff
- Clean team shall wear the Downtown OKC logo on clothing and vehicles when performing services
- Meet with DOKC annually to discuss expectation, performance, and contract renewal

Landscaping Services – contractor: *Centennial Landscaping*

- Weeding, leaf removal, tree and bush pruning
- Ensure proper watering of plant materials
- Plant replacement and seeding of grass
- Remove trash from flower beds
- Fertilize, weed control, pest control
- Adding mulch, maintaining appropriate groundcover
- Actively seek out issues and report to DOKC, property owner, and/or City of OKC
- Monthly meeting or phone call with DOKC staff
- Landscaping team shall wear Downtown OKC logo on clothing and/or vehicles when performing services
- Meet with DOKC annually to discuss expectation, performance, and contract renewal

Downtown Oklahoma City Partnership:

- Annual contract discussion and renewals for all contractors
- Actively seek out issues and report to contractors, property owners, and/or City of OKC
- Host monthly meetings or phone calls with Cleaning and Landscaping contractors
- Provide maps and descriptions of service areas to all parties

EXHIBIT B
BID Budget
October 1, 2023- September 30, 2024

		Budget
		10/1/23-9/30/24
Source of Funds		
Income		
4100 · Current Year Assessments		3,658,357.86
Less: Accounts Receivable Reserve		(24,063.69)
Net Assessments		3,634,294.17
4200 · Interest		22,210.83
4300 · Other Contributions		1,200.00
Prior Year Rollover		46,000.00
Total Income		3,703,705.00
Uses of Funds		
Expense		
5000 · General, Admin & Overhead		
5020 · Training & Development	-	
5030 · DOKC Admin Allocation		151,000.00
5040 · Salaries & Benefits OH Allocation		206,700.00
5060 · Prof. Services - Legal & Acct.		38,000.00
5070 · Other G&A, Overhead	-	
Total 5000 · General, Admin & Overhead		395,700.00
5100 · Programs & Services		
5110 · Safe & Friendly		177,900.00
5120 · Bird & Other Pest Control		29,300.00
5150 · Salaries & Benefits		826,600.00
5160 · Signs & Entryways		22,800.00
5180 · Other Improvements/ Special Projects		27,500.00
5190 · Community Basketball Court		18,000.00
5190 · Green Team		26,660.00
Total 5100 · Programs & Services		1,128,760.00
5200 · Marketing		
5210 · Marketing - Comm/Collateral Mat		37,350.00
5220 · Marketing - Events/Placemaking		120,000.00
5240 · Marketing - General/Branding		102,000.00
5245 · Marketing - Sponsorships		49,000.00
5270 · Marketing - Website	-	
Total 5200 · Marketing		308,350.00
5300 · Research and Development		
5310 · Community Development		24,000.00
Total 5300 · Research and Development		24,000.00
6000 · Street Level Services		
6013 · 2C Streetscapes		312,400.00
6015 · 2E Streetscapes		270,480.00
Total 6000 · Street Level Services		582,880.00
7000 · Bricktown Canal		
7010 · Bricktown Canal - General R&M		121,500.00
7020 · Bricktown Canal - Security		111,600.00
7030 · Bricktown Canal - Admin		11,700.00
Total 7000 · Bricktown Canal		244,800.00

EXHIBIT B
BID Budget
October 1, 2023- September 30, 2024

8000 · Underground	
8010 · Underground - Green Team	192,100.00
8020 · Underground - Prog/Serv Salary	18,200.00
8040 · Underground - HVAC & Plumbing	16,000.00
8060 · Underground - Repairs & Maintenance	20,000.00
8100 · Underground - Wifi	22,900.00
8130 · Underground - Chill Water	9,900.00
8200 · Underground - Admin	13,955.00
Total 8000 · Underground	293,055.00
9100 · Auto Alley Sub-District Serv.	
9110 · Auto Alley Sub-District Service	212,100.00
Total 9100 · Auto Alley Sub-District Serv.	212,100.00
9200 · Bricktown Sub-Dist Services	
9210 · Bricktown Sub-Distr Services	218,700.00
Total 9200 · Bricktown Sub-Dist Services	218,700.00
9300 · Midtown Sub-Dist Services	
9310 · Midtown Sub-Dist Services	231,300.00
Total 9300 · Midtown Sub-Dist Services	231,300.00
9400 · West Village Sub-Dist Services	
9310 · Midtown Sub-Dist Services	64,060.00
Total 9400 · West Village Sub-Dist Services	64,060.00
Total Expense	3,703,705.00

ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Proposer; that the Proposer has not, directly or indirectly, entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the proposers, the parceling or farming out to any proposer or proposers or other persons, of any part of the Agreement/Contract or any part of the subject matter of the proposal or proposals, or of the profits thereof, and that Proposer has not and will not divulge the sealed Proposal to any person whomsoever, except those having a partnership or other financial interest with the Proposer in the said proposal or proposals, until after the said sealed proposal or proposals are opened.

The undersigned individual further states that the Proposer has not been a party to any collusion: among proposers in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement/Contract, or any other terms of the said prospective Agreement/Contract; or in any discussions between the proposers or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement/Contract. The Proposer states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement/contract pursuant to this proposal.

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the Agreement/Contract, and the Requirements for Proposers.

➔ ➔ THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL ← ←

Jennifer Nakayama President/ CEO
Type Name of Authorized Agent Title
Signature
Downtown Oklahoma City, Inc. dba Downtown OKC Partnership
Company Name
211 N. Robinson Ave, Suite 225 OKC, OK 73102
Address Zip Code
(office) 405-235-3500
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma)
County of * Oklahoma) SS.
[*State and County where notarized must be written in for bid to be considered.]
Signed and sworn to before me on this 08th of Sept 2023 by Jennifer Nakayama
[Day] [Month] [Year] [Print the name of the individual who signed above.]
My Commission Number: 16001302
[Oklahoma Notary Public] Type Name of Notary Public
My Commission Expires: 02/08/24
[Date Year] Signature of Notary Public

OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST
CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, sexual orientation, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

*This form must be fully completed and signed
by the Contractor or Contractor's Authorized Agent.*

Downtown Oklahoma City Partnership

Name of Individual, Partnership, Limited Liability
Company, or Corporation, herein called "Contractor"


Signature of Contractor or Contractor's Authorized Agent

Jennifer Nakayama

Type or print name and title of person who signed above

[This Certificate is required by the Trust in compliance with Oklahoma City Municipal Code, Chapter 25, Article III, Section 25-41.]



DOWNOKL-01

SALLEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Unity Insurance Partners 3932 S. Boulevard Edmond, OK 73013	CONTACT NAME:	PHONE (A/C, No, Ext): (405) 359-0583	FAX (A/C, No): (405) 359-0595
	E-MAIL ADDRESS:		
INSURED Downtown Oklahoma City Inc. 211 N Robinson Ave, Suite 225 Oklahoma City, OK 73102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Insurance Company		
	INSURER B : Philadelphia Indemnity Ins. Co		18058
	INSURER C : Great American Insurance Group		16691
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2552640	5/12/2023	5/12/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			PHPK2552640	5/12/2023	5/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB863251	5/12/2023	5/12/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
C	Directors & Officers			EPP3951590	5/12/2023	5/12/2024	Aggregate 1,000,000
A	Steel Kiss Sculpture			PHPK2552640	5/12/2023	5/12/2024	Limit 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Downtown Oklahoma City, Inc.
211 N Robinson Avenue
Suite 225
Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DOWNOKL-01

SALLEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Unily Insurance Partners 3932 S. Boulevard Edmond, OK 73013	CONTACT NAME:	
	PHONE (A/C, No, Ext): (405) 359-0583 FAX (A/C, No): (405) 359-0595	
INSURED Downtown Oklahoma City Inc. 211 N Robinson Ave, Suite 225 Oklahoma City, OK 73102	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Company	
	INSURER B : Philadelphia Indemnity Ins. Co	18058
	INSURER C : Great American Insurance Group	16691
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2552640	5/12/2023	5/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2552640	5/12/2023	5/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB863251	5/12/2023	5/12/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Directors & Officers			EPP3951590	5/12/2023	5/12/2024	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Oklahoma City OCPPA and Civic Center Music Hall are named as additional insured as required by written contract with respects to the above listed General Liability.;

CERTIFICATE HOLDER

CANCELLATION

Oklahoma City Public Property Authority
200 N. Walker Ave. 3rd Floor
Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE