

SUBLEASE AGREEMENT

This Sublease Agreement (Agreement) is entered into as set forth below among The City of Oklahoma City (City), the Oklahoma City Public Property Authority (OCPPA), and Variety Care, Inc. (Lessee).

WITNESS:

WHEREAS, the City's Parks and Recreation Department (OKC Parks) provides a variety of parks and recreational venues and services for the use and enjoyment of the public; and

WHEREAS, OCPPA is a public trust of which the City is sole beneficiary; and

WHEREAS, OKC Parks' mission is to provide cultural, social, and recreational experiences to our community so they can have the opportunity to cultivate wellness and enjoy a healthy lifestyle; and

WHEREAS, the City and OCPPA own the Pete White Health and Wellness Center, located at 4021 South Walker Avenue (Pete White Center, see Exhibit A, incorporated herein); and

WHEREAS, Lessee is a local non-profit community health center dedicated to making quality healthcare affordable and accessible; and

WHEREAS, on December 5, 2017 (Items No. VII.AS. and PPA.B.), the City and OCPPA entered into a Lease and Management Agreement with NorthCare for operation and management of the Pete White Center; and

WHEREAS, in April 2019, as authorized under the Lease and Management Agreement, NorthCare subleased operation of the Pete White Center's clinic (Clinic) to Lessee; and

WHEREAS, in a letter dated July 14, 2020, NorthCare notified the city manager of the City (City Manager) that, due to unique operational challenges that were exacerbated by the COVID-19 pandemic, it would be forced to terminate the Lease and Management Agreement, effective January 31, 2021; and

WHEREAS, on January 2, 2021 (Item No. VII. AV.), the City, OCPPA, and NorthCare entered into a Memorandum of Understanding under which NorthCare terminated the Lease and Management Agreement but facilitated the transition of the Pete White Center back to City management by covering employee costs through February 28, 2021; and

WHEREAS, after the Lease and Management Agreement was terminated, Lessee continued to operate the Clinic; and

WHEREAS, the City, OCPPA, and Lessee wish to enter into this Agreement to formalize the arrangement and ensure continuity of Clinic services moving forward.

NOW, THEREFORE, the parties agree:

1. GRANT AND PURPOSE

- A. The City and OCPPA hereby lease the Clinic to Lessee. (See Exhibit A, incorporated herein.) This Agreement shall authorize Lessee to use the Clinic to provide all-ages primary and urgent-care medical services to the community, consistent with the requirements of this Agreement. Lessee shall not use the Clinic for other purposes without approval of the City's and OCPPA's authorized agent(s).
- B. This Agreement supersedes and replaces any prior sublease, or other arrangement, under which Lessee provided services at the Clinic.

2. TERM

This Agreement shall be effective for three (3) years from the date of approval by the City and OCPPA. Upon mutual consent of the parties, it may be renewed for two (2), one-year (1-yr.) terms, for a total of five (5) years, unless terminated earlier as provided for in Section 5.

3. CONSIDERATION

- A. As consideration, Lessee shall provide the services described herein and pay the City and OCPPA two thousand, nine hundred and forty dollars (\$2,940.00) per month during the Agreement term, as described in Section 2. The first payment shall be due on the date this Agreement is approved by the City and OCPPA. Subsequent monthly payments shall be due in advance on the first day of each month during the remainder of the Agreement term (and any renewal terms).
- B. When this Agreement expires or is terminated, Lessee shall have no further obligation to pay the monthly rent stipulated in Subsection 3.A., except for any rent owed before such expiration or termination.

4. SAFETY AND CONDITION OF CLINIC

Lessee shall ensure that all activities at the Clinic comply with this Agreement and are conducted safely. This shall include, but not be limited to, keeping the Clinic in a clean, sanitary condition.

5. TERMINATION

- A. Consistent with the other provisions of this Section, any party may terminate this Agreement, for any reason and without cost or liability, upon six (6) month's written notice to the other parties.
- B. If any party does not fulfill its obligations under this Agreement, the other parties may give it written notice to correct such breach within ten (10) calendar days. If the party in breach does not do so, the other parties may terminate this Agreement immediately without cost or liability. However, if the party in breach has made substantial progress toward correcting the breach within the written-notice period, it shall have a reasonable time to fully correct such breach.

- C. If the City's or OCPPA's authorized agent(s) determine, in good faith, that Lessee has allowed a condition at the Clinic that poses a significant danger to persons or property, they may declare Lessee to be in breach of this Agreement. In such case, the City's and OCPPA's authorized agent(s) may, upon either written or verbal notice, terminate this Agreement immediately without cost or liability. However, if upon such notice, Lessee demonstrates an ability to promptly correct the situation, it shall have a reasonable opportunity to do so before the City and OCPPA terminate this agreement.
- D. The City Manager is authorized to terminate this Agreement on behalf of the City or OCPPA, as stipulated under this Section, by providing required notice to Lessee. Upon delivery of such notice by the City Manager to any agent of Lessee, this Agreement shall become void. In such case, Lessee shall immediately cease occupying and using the Clinic. Upon failure to do so, Lessee shall be deemed trespassing on public property under Section 30-35 of the Oklahoma City Municipal Code, 2020, as it may be amended (Code), and be subject to enforcement of the Code provisions.
- E. Consistent with the other requirements of this Section, any of the following may result in immediate termination of this Agreement:
 - i. An event or occurrence outside the control of any party that renders the performance of its obligation under this Agreement unduly burdensome or impossible.
 - ii. Any party becomes insolvent.
 - iii. Related federal funding becomes unavailable.
 - iv. The implementation of this Agreement becomes illegal under federal, state, or local laws, rules, or regulations.

6. EQUIPMENT AND SUPPLIES

Lessee shall provide and maintain any medical equipment, supplies, or other resources it deems necessary or beneficial to operate the Clinic as stipulated under this Agreement.

7. NO ASSIGNMENT

Lessee has permission to sublease a small portion of the Clinic to Hearts for Hearing, as previously agreed by the parties, for hearing testing, screening, and care. Lessee shall not assign or sublet this Agreement to any other party without approval of the City's and OCPPA's authorized agent(s).

8. NO ADVERSE CONDITION

Lessee shall not allow any condition at the Clinic that adversely affects its future development, operation, maintenance, or use by the City, OCPPA, or their authorized agent(s).

9. CONFLICT OF INTEREST

No officer or agent of the City or OCPPA shall have any financial interest, directly or indirectly, in this Agreement. Lessee shall promptly notify the City's and OCPPA's authorized agent(s) of any known, or potential, conflict of interest involving any City or OCPPA officer or agent.

10. NO THIRD-PARTY BENEFICIARIES

This Agreement shall create no third-party beneficiaries.

11. AGREEMENT BINDING

This Agreement shall be binding on the parties and their heirs, representatives, successors, and assigns.

12. AMENDMENT

This Agreement may be amended by mutual, written consent of all parties.

13. INDEMNIFICATION

A. Lessee shall indemnify and hold harmless the City and OCPPA, and their officers, agents, and employees, for any property damage or loss, for any injury or death, and for any claims or liabilities arising from any negligence or intentional misconduct of the Lessee, or its employees or agents, at the Clinic under this Agreement. This provision shall survive the expiration or termination of this Agreement and not be limited by any other Agreement provision.

B. The City and OCPPA are constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Lessee, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

C. Consistent with the other requirements of this Agreement, and to the extent allowed by state law, the City and OCPPA shall be solely responsible for any claims or liability resulting from the acts or omissions of their employees or agents while performing their obligations under this Agreement.

14. CITY/OCPPA DESIGNEE

The City Manager, or his agent or designee, is authorized to exercise any right or duty of the City or OCPPA under this Agreement.

15. LIAISONS

The parties shall each designate at least one (1) representative to coordinate Agreement-related issues and serve as liaisons among the parties.

16. INSURANCE

- A. Lessee shall provide a comprehensive general liability insurance policy sufficient to meet the City's and OCPPA's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the Agreement term. Lessee shall pay required insurance premiums or deductibles.
- B. Lessee's insurance policy shall name the City and OCPPA as additional insured. Lessee shall not cancel, fail to renew, nor decrease the policy limits by endorsement without thirty (30) calendar days' written notice to the City and OCPPA by certified mail, using the contact information contained in Section 22.
- C. Consistent with the requirements of this Section, Lessee shall provide a certificate of insurance to the City's and OCPPA's authorized agent(s) before this Agreement is docketed for City Council and OCPPA action. (See Exhibit B, incorporated herein.)
- D. Lessee shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- E. The City and OCPPA hereby release Lessee, and Lessee hereby releases the City, OCPPA, and their agents or employees, from all liability for loss, damage, or injury to the property of the others in or about the Clinic that is caused by, or results from, a peril or event covered by insurance actually carried and in force at the time of loss by the party sustaining such loss. Provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby.

17. NON-DISCRIMINATION

Lessee shall not discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation, gender identity, or gender expression); national origin; ancestry; or disability as defined by the Americans with Disabilities Act, as it may be amended; in furnishing services, privileges, activities, or employment opportunities under this Agreement.

18. APPLICABLE LAWS

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies.

19. RIGHT OF ENTRY OR INSPECTION

The City's and OCPPA's authorized agent(s) shall have the right, but not the duty, to enter or inspect the Clinic at any time and for any official purpose. This shall include, but not be limited to, determining compliance with this Agreement.

Sublease Agreement – Variety Care, Inc.

20. SEVERABILITY

If any part of this Agreement is determined, by a court of appropriate jurisdiction, to be invalid, such action shall not affect the validity of other Agreement provisions, which shall remain in full force and effect.

21. WAIVER OF BREACH

If Lessee violates any part of this Agreement, it shall constitute a breach of the entire Agreement. The City and OCPPA may waive such a breach. However, that shall not constitute a continuing waiver of similar or additional breaches. Also, the City and OCPPA may, at any time, direct future compliance with any previously waived Agreement breach. If notified that it has breached this Agreement, Lessee shall immediately comply with the Agreement terms, as directed by the City's and OCPPA's authorized agent(s).

22. NOTICES

- A. Official communications to the City and OCPPA regarding this Agreement shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
c/o Michael Smith, Business Manager
420 W. Main, Suite 210
Oklahoma City, OK 73102
(405) 297-3882
okcparks@okc.gov

and

The City of Oklahoma City/OCPPA
c/o City Clerk/OCPPA Secretary
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
(405) 297-2391
cityclerk@okc.gov

- B. Official communications to Lessee regarding this Agreement shall be sent to:

Variety Care, Inc.
c/o Lou Carmichael
3000 North Grand Boulevard
Oklahoma City, OK 73107
(405) 632-6688 ext. 10254
lcarmichael@varietycare.org

with copies to:

Variety Care, Inc.
Attn: General Counsel
3000 North Grand Boulevard
Oklahoma City, OK 73107
(405) 632-6688 ext. 10236
mperos@varietycare.org

or to such persons and addresses as the parties later designate in writing.

- C. Form of Notice – Notice under this agreement from one party to another shall be made in writing and delivered to the recipient by any of the following means: (a) hand delivery; or (b) registered or certified mail, postage prepaid, with return receipt requested; (c) Federal Express, UPS, or like overnight courier service; or (d) electronic mail with read receipt requested. Notice made in accordance with this paragraph will be deemed delivered on receipt if by hand, or on the third business day after mailing if mailed by registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier, or on the day the read receipt is received if by electronic mail.

23. NO PERMANENT STRUCTURES

Lessee shall not build or install permanent structures at the Clinic without approval of the City's and OCPPA's authorized agent(s).

24. GOVERNING LAW

This Agreement shall be governed by, and construed according to, Oklahoma law.

25. LEGAL PROCEEDINGS AND FEES

Any legal proceeding regarding this Agreement shall be pursued in the appropriate court in Oklahoma County, Oklahoma. The parties shall pay their own attorney fees, and other expenses, related to such legal proceeding.

26. SECTION HEADINGS AND INTERPRETATION OF AGREEMENT

The Section headings of this Agreement are for convenience only and shall not affect its meaning or interpretation. Lessee acknowledges that it was able to fully review all Agreement terms before signing. This Agreement shall be interpreted as a whole, according to its fair meaning, and not in favor of (or against) any party based on who drafted it.

27. NO PROPERTY RIGHT

This Agreement grants Lessee no property right to the Clinic, except the leasehold shown in Exhibit A.

28. REPRESENTATIONS

Lessee warrants that it can fulfill its obligations under this Agreement and that its signatory can bind it under the Agreement terms.

29. NO JOINT VENTURE

This Agreement shall not create a joint venture, or agency or employment relationship, among the City, OCPPA and Lessee, or among their employees, agents, or participants.

30. DUTIES AT EACH PARTIES' EXPENSE

Unless specified elsewhere herein, the parties shall fulfill their responsibilities under this Agreement at their own expense.

31. CLINIC "AS-IS"/PRIOR INSPECTION

A. Lessee accepts the Clinic "as-is" and without warranty. The City and OCPPA make no representation about the Clinic's suitability for Lessee's intended use and shall not be liable for any defect at the Clinic.

B. Lessee warrants that, before entering into this Agreement, it's authorized agent(s) inspected the Clinic, to the extent they deemed necessary and prudent, to determine the facilities' condition and appropriateness for use in providing the services described in Section 1.

32. RESTORATION OF DAMAGED PROPERTY

Lessee shall protect all City and OCPPA property at the Clinic. This shall include, but not be limited to, cabinets, doors, windows, electrical panels, sprinkler systems, landscaping, and other structures. If City and OCPPA property is damaged due to activities under this Agreement, Lessee shall timely restore it to pre-existing condition or better or otherwise compensate the City and OCPPA for actual losses. This Section excludes normal wear and tear on City and OCPPA property as determined by the City's and OCPPA's authorized agent(s).

33. MARKETING

Lessee shall be responsible for marketing and promoting the Clinic's services. At their option, the City and OCPPA may assist Lessee in these efforts but are under no obligation to do so. Such activities shall be consistent with the OKC Parks Brand standard, as determined by the City's and OCPPA's authorized agent(s). Any items that use the City seal, or the OKC Parks brand, shall be approved by the City's and OCPPA's authorized agent(s) before public use. All marketing efforts will be designed to ensure mutually beneficial results. However, the City's and OCPPA's authorized agent(s) reserve the right to modify any content.

34. YOUTH PROTECTION POLICY

Lessee shall ensure that its employees or agents who will interact with minors at the Clinic pass a background check consistent with the OKC Parks' Youth Protection Policy. (See Exhibit C, incorporated herein.) Lessee shall maintain documentation of such background checks and provide it to the City's and OCPPA's authorized agent(s) upon request.

35. COMPLETE AGREEMENT

This Agreement contains all terms agreed to by the parties. No party shall be bound by any statement or representation that does not conform to this Agreement.

36. AVAILABLE RESOURCES

The parties shall fulfill their responsibilities under this Agreement based on available resources, as determined by their authorized agents.

37. APPLICABLE TAXES AND FEES

Lessee shall pay any taxes, or other fees, assessed upon the Clinic or related improvements. Afterward, Lessee shall deliver to the City and OCPPA sufficient receipts or other evidence of payment of such obligations.

38. STAFFING AND CONTROL

Lessee shall ensure that all activities at the Clinic comply with this Agreement. This shall include, but not be limited to, adequately staffing and controlling Clinic operations to ensure efficiency, orderly conduct, and reasonable safety. Lessee shall provide required security for Clinic-related equipment and supplies and shall promptly notify the City's and OCPPA's authorized agent(s) if City and OCPPA property is stolen or vandalized.

39. EXCUSABLE DEFAULT

No party shall be liable for any delay; interruption; or prevention of operations, maintenance, or service caused by lawsuits or appeals; zoning or other governmental approvals; a court order; riot; insurrection; war; terrorism; severe weather; fire; Acts of God; or any unforeseeable act or omission.

40. NON-PROFIT STATUS

Lessee warrants that it is a duly organized Oklahoma non-profit. Before the effective date of this Agreement, Lessee shall provide the City's and OCPPA's authorized agent(s) with documentation of its non-profit status.

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41. NON-INTERFERENCE

Lessee warrants that its activities at the Clinic shall not unreasonably interfere with the operation of other areas of the Pete White Center. Lessee further warrants that it shall not attempt to prohibit, discourage, or control lawful use of other areas of the Pete White Center.

42. OPERATIONS PLAN

- A. Within twenty-one (21) calendar days after the effective date of this Agreement, Lessee shall submit a Clinic Operations Plan for approval by the City's and OCPPA's authorized agent(s). Such approval shall not be unreasonably withheld.
- B. At a minimum, the Clinic Operations Plan shall include Lessee's scheduled business hours, the services to be offered; fees for services; the number and qualifications of healthcare providers assigned to the Clinic; and emergency, health, and safety procedures.
- C. The City's and OCPPA's authorized agent(s) may request reasonable follow-up information related to Lessee's Clinic Operations Plan. If so, Lessee shall provide such data as soon as is feasible.
- D. The Clinic Operations Plan may be modified upon mutual consent of the parties. However, such changes shall be consistent with this Agreement's purpose, as described in Section 1.

43. CONDITION UPON EXPIRATION OR TERMINATION

- A. Upon the expiration or termination of this Agreement, Lessee shall peaceably surrender the Clinic to the City and OCPPA free of any claim, lien, or encumbrance and in as good a condition or better as it existed on the effective date of this Agreement, normal wear and tear excepted.
- B. Consistent with the requirements of Section 52, upon the expiration or termination of this Agreement, Lessee's rights to, and interests in, the Clinic (or any improvements thereon) shall terminate and be conveyed to, and vest in, the City. For this Subsection, "improvements" shall not include personal property, as described in Subsection 50.B.

44. OPTIONAL CITY IMPROVEMENTS

- A. The City and OCPPA reserve the right, at any time, to alter or improve the Clinic. However, they make no commitment to do so under this Agreement.
- B. The City's and OCPPA's authorized agent(s) shall notify Lessee in advance of such construction or related activities. The City and OCPPA shall not be liable for any cost or operational disruption incurred by Lessee from such construction or related activities.

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- C. Nothing in this Section shall negate the City's and OCPPA's responsibility, as described in Sections 55 and 62, to provide basic repair and maintenance of existing Clinic infrastructure and facilities.

45. OTHER PERMITS AND APPROVALS

Lessee shall obtain other required permits, licenses, and approvals for operating the Clinic. These shall include, but not be limited to, business licenses; medical licenses or certifications; and occupancy, use, safety, or environmental permits. Misrepresentations by Lessee, or its agents, to obtain other necessary approvals to operate the Clinic shall be grounds for terminating this Agreement, as provided for in Section 5.

46. PRE-EXISTING ENCUMBRANCES

This Agreement shall be subject and subordinate to existing grants, easements, franchises, or rights-of-way. This Agreement shall be further subject and subordinate to the right and power of the City and OCPPA to construct, operate, and maintain, or to authorize the construction, operation, and maintenance, of public utilities or facilities in, above, or under the public ways.

47. NOTIFICATION OF DAMAGE

Lessee shall immediately notify the City's and OCPPA's authorized agent(s) of damage to City and OCPPA property within, or adjacent to, the Clinic that is caused by, or otherwise connected with, activities under this Agreement. This shall include, but not be limited to, property damage (real or personal) or environmental damage.

48. NO SMOKING/VAPING

Smoking and vaping are prohibited at the Clinic. Lessee shall take reasonable steps to ensure compliance with the City's No Smoking/No Vaping Ordinance. This prohibition shall apply to the smoking or vaping of tobacco or marijuana products.

49. SIGNS

- A. Lessee shall not install signs at the Clinic without approval of the City's and OCPPA's authorized agent(s). All signs must comply with City Ordinances. Lessee shall submit, for approval by the City's and OCPPA's authorized agent(s), information on the design, location, and installation methods for the signs.
- B. When this Agreement expires or is terminated, Lessee shall promptly remove any signs it installed at the Clinic and restore those areas to pre-existing condition or better, normal wear and tear excepted.

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50. REMOVAL OF PERSONAL PROPERTY

- A. When this Agreement expires, or if it is terminated, Lessee shall remove all Personal Property from the Clinic within fourteen (14) calendar days. If Lessee does not do so, the City's or OCPPA's authorized agent(s) may dispose of such items immediately without cost or liability.
- B. For this Agreement, "Personal Property" shall include any furniture, fixtures, computers, medial equipment or supplies, or other non-capital items owned by Lessee, or its employees or contractors, that is used or kept at the Clinic on or after the effective date of this Agreement.

51. UTILITIES AND ALARMS

- A. Water, electricity, trash service, and alarm system costs are included as part of the rent paid pursuant to this Agreement. In recognition of OCPPA's commitments under this Subsection, Lessee shall take reasonable steps to conserve water and electricity during its normal business operations. This shall include, but not be limited to, turning off unused lights and faucets and notifying the City's and OCPPA's authorized agent(s) of any plumbing leaks, etc.
- B. Lessee shall pay for its own phone and internet service. In addition, Lessee shall designate its own "call-out" person(s) for intrusion notifications or other issues associated with the Pete White Center's alarm-system.

52. CONSTRUCTION AND IMPROVEMENTS

- A. Lessee shall not undertake construction, modification, or renovation at the Clinic without approval of the City's and OCPPA's authorized agent(s). If such approval is granted, Lessee shall first submit Plans and Specifications for approval by the City's and OCPPA's authorized agent(s). Lessee shall also obtain required permits, including, but not limited to, building permits. In addition, Lessee shall barricade, or otherwise secure, unsafe areas pending construction, modification, or renovation.
- B. At the expiration or termination of this Agreement, any improvements made by Lessee at the Clinic shall, at the City's option, become City property.
- C. In the alternative to Subsection 52.B., at the expiration or termination of this Agreement, the City Manager may direct Lessee to remove any improvements it has made at the Clinic. If so, Lessee shall promptly remove such improvements and return the Clinic to pre-existing condition or better, normal wear and tear excepted. If Lessee does not do so, the City's or OCPPA's authorized agent(s) may remove the improvements at Lessee's expense.
- D. As used in this Section, "Improvements" shall not include Personal Property, as described in Subsection 50.B.

53. REPORTS

- A. Within thirty (30) calendar days after the effective date of this Agreement, Lessee shall provide the City's and OCPPA's authorized agent(s) with a list all Personal Property at the Clinic (Inventory Report). During the remainder of the Agreement term, Lessee shall provide the City's authorized agent(s) with annual Inventory Reports on or before each anniversary of the effective date of this Agreement.
- B. In addition to the requirements of Subsection 53.A., Lessee shall provide the City's and OCPPA's authorized agent(s) with periodic reports on Clinic operations. The parties' authorized agents shall mutually agree upon the content and frequency of such reports, and that agreement shall not be unreasonably withheld.
- C. Lessee shall provide the City's and OCPPA's authorized agent(s) with an annual report on the estimated value of its improvements or volunteer services at the Clinic. The data may include, but not be limited to, Lessee's direct costs (or contractor expenses) for improvements at the Clinic and/or the estimated hours Lessee's volunteers spent providing services at the Clinic. Lessee shall submit this information on a standardized form to be supplied in advance by the City's and OCPPA's authorized agent(s).
- D. The City's and OCPPA's authorized agent(s) may request reasonable follow-up information for any reporting required under this Section. If so, Lessee shall provide such data as soon as is feasible.
- E. Consistent with their purview, the parties shall maintain other Agreement-related records as required under applicable laws or policies.

54. RELEASES

- A. Lessee shall ensure that any adult volunteers read and sign a Volunteer Acknowledgement and General Release (Release) before doing any work or other tasks at the Clinic. (See Exhibit D, incorporated herein.)
- B. Lessee shall ensure that, before doing any work or other tasks at the Clinic, any minor volunteers submit a Release signed by their parent or legal guardian. (See Exhibit E, incorporated herein.)
- C. Lessee shall maintain copies of all Releases required under this Section provide them to the City's and OCPPA's authorized agent(s) upon request. Lessee's paid staff or contractors need not submit Releases.

55. MAINTENANCE OF PREMISES

- A. The City and OCPPA shall be responsible for overall repair and maintenance of the Pete White Center, including the Clinic. This shall include, but not be limited to:

- i. maintaining the building and associated landscaping;
 - ii. making all reasonable repairs and replacements to heating, cooling, ventilation, lighting, and electrical installations;
 - iii. keeping and maintaining all plumbing units, pipes, and connections in good repair and free from obstruction;
 - iv. maintaining the parking lot in a safe and reasonable manner, including during inclement weather; and
 - v. properly maintaining all building fire-protection systems and equipment, such as the fire-sprinkler system, fire-alarm system, and fire extinguishers.
- B. The City and OCPPA shall not be liable for any business interruptions or delays incurred by Lessee due to repair or maintenance activities as provided for under this Section.

56. COMMON AREAS

- A. The City and OCPPA shall maintain all common areas of the Pete White Center. This shall include, but not be limited to, providing associated furniture, fixtures, and appurtenances.
- B. Lessee's employees, clients, and invitees shall have use of the Pete White Center common areas on equal terms with other facility patrons. However, Lessee shall take reasonable steps to ensure that its employees, clients, and invitees do not loiter in these spaces or unreasonably interfere with their use by others.

57. DISRUPTIVE BEHAVIOR

Lessee shall establish and follow an in-house policy to address any disruptive behavior by its clients or invitees that arises during its operation of the Clinic. As soon as is feasible after any such incident, Lessee's authorized agent(s) shall discuss the matter with the City's and OCPPA's authorized agent(s) to determine if additional steps (suspension, removal, etc.) are necessary. Mutual consent to such additional steps shall not be unreasonably withheld.

58. EMERGENCY OR INCLEMENT WEATHER

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Lessee from conducting Clinic operations, the parties shall notify each other's liaisons as soon as is feasible. Such activities may be cancelled, postponed, or rescheduled upon mutual consent, which shall not be unreasonably withheld. Cancellation, postponement, or rescheduling of any Clinic activity due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City or OCPPA.
- B. As used in this Section, an emergency, inclement weather, or other unforeseen circumstance shall include, but not be limited to, a declaration of a state of emergency by a federal, state, or local jurisdiction that substantially impacts Clinic operations or prevents Lessee from operating the Clinic as envisioned under this Agreement.

59. SEPARATE CLINIC ENTRANCE

- A. The parties acknowledge that the Clinic has an exterior entrance that is separate from those to the Pete White Center. Lessee shall have exclusive use of this entrance, but shall also be responsible for associated locks. The Pete White Center's alarm system, to be provided by the City and OCPPA, shall also be programmed to monitor this exterior entrance.
- B. The City shall take reasonable steps to limit non-Clinic use of the exterior entrance referenced in Subsection 59.A. However, failure to do so shall be without cost or liability to the City or OCPPA.
- C. The parties acknowledge that the Clinic and the Pete White Center are connected by an interior doorway. The City's and OCPPA's authorized agent(s) shall be entitled to lock this interior, connecting doorway when the Pete White Center is not open for business.

60. ACCESS TO PARKING LOT

Lessee, and its clients and invitees, shall have access to the Pete White Center's parking lot on equal terms with other facility users. However, Lessee shall take reasonable steps to ensure that such use does not interfere with the City's and OCPPA's maintenance or repair of the parking lot or its use by others.

61. SLIDING SCALE FEE STRUCTURE

Lessee's fee structure shall include a sliding scale approved per HRSA requirements for Federally Qualified Health Centers (FQHC's) based on patients household size and income. As per Section 42, Lessee will provide a copy of the fee schedule and sliding fee scale to OCPPA. Lessee shall notify City and OCPPA at least thirty (30) calendar days prior to any changes in Lessee's fees.

62. REPAIR OF CAPITAL ITEMS

Consistent with the requirements of Section 55, the City and OCPPA shall be responsible for repair and maintenance of all capital items, and City-owned fixtures and appurtenances, at the Pete White Center. This shall include, but not be limited to, capital items and City/OCPPA-owned fixtures and appurtenances within the Clinic.

63. CONTINUATION OF SUBLEASE UNDER NEW OPERATOR

With the exception of Variety Care becoming the operator of the Pete White Center, the City and OCPPA reserve the right to contract with a third party to operate the Pete White Center (excluding the Clinic). Such contract shall incorporate this Agreement, which, consistent with the provisions contained herein, shall continue in full force and effect. All subsequent renewals of this sublease will remain directly between the City and Variety Care.

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64. MISCELLANEOUS PROVISIONS

- A. All supplies and equipment purchased by Lessee for use in Clinic operations shall remain Lessee's property throughout the Agreement term and following the expiration or termination of this Agreement.
- B. Consistent with the requirements of Section 18, Lessee shall provide services at the Clinic using generally accepted standards of care for similar facilities.
- C. Lessee shall not authorize healthcare providers at the Clinic to issue written recommendations for medical marijuana.
- D. Upon fulfillment of the covenants contained herein, Lessee shall have quiet enjoyment of all rights and privileges granted under this Agreement.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by Variety Care, Inc., this 31st day of March, 2022.



Digitally signed by Lou Carmichael
DN: cn=Lou Carmichael, o=Variety Care,
ou, email=L.Carmichael@varietycare.org,
c=US
Date: 2022.03.31 13:37:21 -05'00'

Authorized Agent

Oklahoma County)
State of Oklahoma)SS:



This instrument was acknowledged before me on this 31st day of March, 2022.
Notary Public Jill K. Monte. My Commission Expires 9/28/25.

APPROVED by the Oklahoma City Public Property Authority this 26th day of
April, 2022.

Amy K Simpson
Secretary



Daid Holt
Chairman

APPROVED by the Council of The City of Oklahoma City this 26th day of April,
2022.

Amy K Simpson
City Clerk



Daid Holt
Mayor

REVIEWED for form and legality.

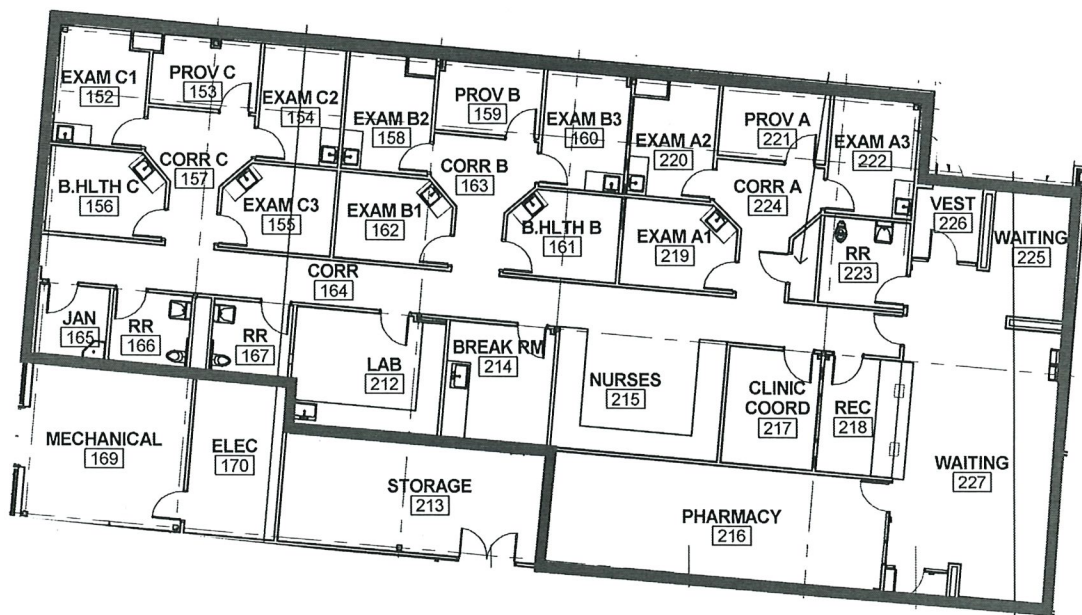
Jill Burnett
Assistant Municipal Counselor

Exhibit A

Pete White Health and Wellness Center, Including Clinic Leasehold

(Attached)

Exhibit A
Pete White Health & Wellness Center



 Sublease

Exhibit B

Certificate of Insurance

(Attached)



VARICAR01C

DWICKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2022

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 INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME:		
	PHONE (A/C, No, Ext): (405) 523-2100	FAX (A/C, No): (405) 556-2332	
INSURED Variety Care, Inc. 3000 N Grand Blvd Oklahoma City, OK 73107	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Columbia Casualty Company		31127
	INSURER B : Continental Insurance Company		35289
	INSURER C : CompSource Mutual Insurance Company		36188
	INSURER D : Federal Insurance Company		20281
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		HMA6081778757	1/1/2022	11/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6020619123	11/17/2021	11/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			HMC701796653	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	03338801 22 1	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property			6020619106	11/17/2021	11/17/2022	See below
D	Crime			82351355	7/17/2021	7/17/2022	Employee Theft 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Referenced Location: 4021 S Walker, Oklahoma City, OK 73109

The City of Oklahoma City and the Oklahoma City Public Property Authority are Additional Insured with respects General Liability if required or agreed to in a written contract subject to all provisions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City
420 W Main St, Ste 210
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

Exhibit C
Youth Protection Policy
(Attached)

City of Oklahoma City
Parks and Recreation Department
YOUTH PROTECTION POLICY

Section I:

1. The City of Oklahoma City Parks and Recreation Department (Department) operates numerous recreational facilities in which youth sports/activities organizations play a prominent role. The Department wishes to protect the youth of the City who are participating in youth sports/activities sponsored or funded by the City, or by any youth sports/activity organization using a City facility.
2. This Youth Protection Policy (Policy) shall apply to all volunteers who have direct contact with youth sports/activities participants (with the exception of special event volunteers) for any youth sports/activities organizations sponsored or funded by the City, or by any youth sports/activities organizations using a City facility.
3. The City hereby adopts the standards of the National Recreation and Park Association (NRPA) recommended guidelines for credentialing volunteers. The following are the criteria for the exclusion of adult volunteers including, but not limited to, managers, sports officials, coaches, or any other volunteer who has direct contact with youth sports/activities participants. An adult means a person eighteen (18) years of age or older. Any adult volunteer shall be disqualified from participating as a volunteer of a youth sports/activity organization if the person has been found guilty of any one of the crimes listed below. "Guilty" means that person was found guilty following a trial, entered a guilty plea, or entered a no contest plea accompanied by a finding of guilt, regardless of whether there was an adjudication of guilt or a withholding of guilt.
 - a. All sex offenses, regardless of the amount of time since the offense. Examples include, but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, or similar offenses.
 - b. All felony offenses involving violence, regardless of the amount of time since the offense. Examples include, but are not limited to: murder, manslaughter, aggravated assault, kidnapping, robbery, or aggravated burglary.
 - c. All felony offenses, other than violence or sex offenses, within the past ten (10) years. Examples include, but are not limited to: drug offenses, theft, embezzlement, fraud, or child endangerment.
 - d. All misdemeanor violence offenses within the past ten (10) years. Examples include, but are not limited to: simple assault, battery, domestic violence, or hit and run.

- e. Two (2) misdemeanor drug or alcohol offenses within the past seven (7) years. Examples include, but are not limited to: driving under the influence, simple drug possession, drunk and disorderly conduct, public intoxication, or possession of drug paraphernalia.
 - f. Any other misdemeanor within the past five (5) years that would be considered a potential danger to children or is directly related to the functions of that volunteer. Examples include, but are not limited to: contributing to the delinquency of a minor, providing alcohol to a minor, or theft – if the volunteer is to handle money.
 - g. Any adult volunteer who has been charged with any of the disqualifying offenses above, and with a case pending in court, shall not be permitted to volunteer until the official adjudication of the case.
- 4. The Department shall require all adult volunteers to complete a background screening and to pay a fee to cover the background screening process. Exception: the cost of a background screening process fee shall be paid for by the Department for volunteers associated with Department's youth sports programs and activities.
 - 5. Sports officials/umpires working Parks and Recreation Department youth sports programs and activities shall pay the fee to cover the costs of the background screening process. Adult volunteers who have not successfully passed the background screening process shall not be allowed to officiate/umpire any youth sports/activities games, leagues, tournaments, etc.
 - 6. The City shall use a qualified entity to undertake the background screenings. The criteria set forth above shall be applied by the background screening entity. The background screening entity shall conduct the background screenings and provide the results to the Department.
 - 7. If the Department determines an adult volunteer does not meet the criteria set forth herein, the Department shall provide notice to the adult volunteer that they shall not be permitted to volunteer in any youth sports/activities program, league, tournament, etc.

Section II:

- 1. All partner youth sports/activities organizations shall comply with this Policy and shall not permit any adult volunteer who has not successfully passed the background check to participate as a volunteer with their organization. All volunteers associated with partner youth sports/activities organizations using City property shall comply with this Policy.

2. The youth sports/activities organization shall submit an affidavit, on a form provided by the Department (**see Exhibit A**), that the youth sports/activities organization shall not use any volunteer who has direct contact with youth sports/activities participants who has not undergone a background check as required by this Policy, or who failed the background check based upon criteria set forth in this Policy. Such affidavit shall be submitted to the Department Director or his designee prior to any youth sports/activities. Prior to the background checks, all volunteers shall submit the national background screening consent form (**see Exhibit B**).
3. In addition to the above requirements, and in accordance with this Policy, all youth sports organizations that are independent sanctioning authorities and that have athletic coaches who volunteer for a youth athletic team for twenty (20) or more hours within a calendar year shall provide evidence that a background check of the athletic coach has been conducted. An "independent sanctioning authority" means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team, sport or activity, if the team includes one or more minors and is not affiliated with a private school.

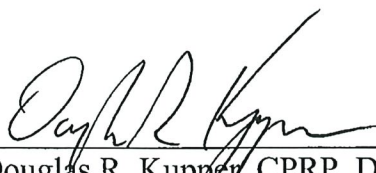
Attachments:

Exhibit A – Affidavit Form

Exhibit B – National Background Screening Consent Form

Recommended by the Oklahoma City Park Commission: March 18, 2015.

Effective Date: March 18, 2015.



Douglas R. Kupper, CPRP, Director
Parks and Recreation Department

EXHIBIT A

City of Oklahoma City
Parks and Recreation Department

YOUTH SPORTS/ACTIVITIES BACKGROUND CHECK AFFIDAVIT

I, the undersigned, being first duly sworn, do hereby affirm, under oath and penalty of perjury, that the following statements are true:

1. I am 18 years of age or over and am a resident of the state of Oklahoma.
2. I am the CEO (title) of Variety Care, Inc (name of youth sports organization), and I have the authority to make the representations set forth within this Affidavit.
3. In accordance with the Oklahoma City Parks and Recreation Department Youth Protection Policy, volunteers who have direct contact with youth sports/activities participants have passed the criminal background check.
4. My organization will not use any volunteer who has direct contact with youth sports/activities participants who has failed, or not undergone, the criminal background check.

Executed this 31st day of March, 2022

By [Signature]
(Signature)

By Lou Carmichael, CEO
(Name and Title)

Oklahoma County)
) SS:
State of Oklahoma)



This instrument was acknowledged before me on this 31st day of March, 2022

Notary Public Jill R. Monte

My commission expires 9/28/25.

Exhibit B

Oklahoma City Parks and Recreation Department National Background Screening Consent Form

Applicant's **Legal** Name (printed):

Social Security Number: _____ Date of Birth: _____

Applicant's Address:

City: _____ State: _____ Zip: _____

I, _____, authorize and give consent for the Oklahoma City Parks and Recreation Department (Department) to obtain information regarding myself. This includes the following:

- Local & National Criminal Background Records/Information
- All 50 State Sex Offender Registries
- Full Address Trace
- Social Security Verification

I, the undersigned, authorize this information to be obtained, either in writing or via telephone, in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the Department's guidelines.

By signing this document, I provide the Department my consent for an initial background check, as well as any subsequent background checks the Department deems necessary.

Print Name: _____ Date: _____

Signature: _____

Exhibit D
ACKNOWLEDGEMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer of Variety Care, Inc., (Group) and have agreed to help with activities at the Pete White Health and Wellness Center Clinic (Clinic), located at 4021 South Walker Avenue, in Oklahoma City. I also acknowledge that I am not employed or contracted by Group, The City of Oklahoma City (City), or the Oklahoma City Public Property Authority (OCPPA) to perform work or other tasks at the Clinic. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I can avoid these inherent risks by not volunteering. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgement and General Release (Release), I affirm that neither Group, the City, nor OCPPA can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to me.

I hereby release Group, the City, OCPPA, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities at the Clinic.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.

Exhibit E
ACKNOWLEDGEMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers of Variety Care, Inc., (Group) and have agreed to help with activities at the Pete White Health and Wellness Center Clinic (Clinic), located at 4021 South Walker Avenue, in Oklahoma City. I also acknowledge that neither I nor my child(ren) are employed or contracted by Group, The City of Oklahoma City (City), or the Oklahoma City Public Property Authority (OCPPA) to perform work or other tasks at the Clinic. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not volunteering. I further understand that factors beyond my control, including negligence, may affect our safety. In signing this Acknowledgement and General Release (Release), I affirm that neither Group nor the City can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to us.

I hereby release Group, the City, OCPPA, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities at the Clinic.

Signed this ____ day of _____, 202__.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

_____ Age: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.