

PROFESSIONAL SERVICES AGREEMENT
UPTOWN 23RD STREET ASSOCIATION, INC.
2022-2023

THIS AGREEMENT is entered into by and between the City of Oklahoma City, ("City"), and **Uptown 23rd Street Association, Inc.** an Oklahoma not-for-profit business association ("Contractor"), in the amount of **\$185,596.62** for the period of **December 1, 2022 through November 30, 2023.**

WHEREAS, The City of Oklahoma City has, pursuant to 11 Okla. Stat. § 39-101 *et seq.*, created the City of Oklahoma City Improvement and Special Services Assessment District No. 11 ("Uptown 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 Uptown 23rd district area; and

WHEREAS, Uptown 23rd Street Association, Inc. ("Uptown 23rd"), is a private non-profit business association formed for the purpose of promoting and improving businesses in the Uptown 23rd business district area; and

WHEREAS, it is in the best interest of the City to contract with Uptown 23rd, designated as a sole source provider by resolution for certain services to be performed in the Uptown 23rd business district for the period beginning November 19, 2019 and for the duration of the Uptown BID No. 11; and

WHEREAS, The City may revoke the sole source contractor status for Uptown 23rd's BID services at its discretion; 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 Agreement. The Agreement consists of this Agreement, the attached addendum, exhibits, and attachments.

Addendum No. 1. Business Improvement District No. 11 Service Agreement.

Exhibit 1.1 – Legal Description

Exhibit 1.2 – BID Map

Attachment A – Request for Payment form

Attachment B – BID Budget

Attachment C – Certificate of Nondiscrimination

Attachment D – Anti-collusion Affidavit

Attachment E – Business Relationship Affidavit

Attachment F – Certificate of Insurance

1.2 The City. The City is the City of Oklahoma City.

1.3 The Contractor. The Contractor is **Uptown 23rd Street Association, Inc.**

- 1.4 The Contract Manager.** The Contract Manager is the person designated on behalf of the City to oversee the implementation of the terms of this contract and to coordinate the performance of said Services with the Contractor.
- 1.5 The BID Committee.** The Uptown 23rd Board of Directors shall have a BID Committee comprised of Uptown BID property owners, members of the Uptown 23rd Board, and staff that will oversee the day-to-day operations of the BID.
- 1.6 The District Manager.** The District Manager is the person designated by Uptown 23rd to work with the BID Committee to oversee the Services to be performed under the terms of this Agreement, and to coordinate the performance of said Services with the Contract Manager.
- 1.7 The District.** The District is the Uptown BID, an improvement and special services assessment district of the City of Oklahoma City for the purpose of addressing and providing Services on a comprehensive basis and is described to be all property lying within the Uptown BID, more particularly described in the attached addendum.
- 1.8 The City Manager.** The City Manager shall mean the City Manager of the City of Oklahoma City.
- 1.9 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 Contract Documents. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means the Subcontractor and his or her authorized representative(s).
- 1.10 The Services.** The Services consist of those Services specified in the attached addendum. The Services include all labor and general and administrative costs 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 attached addendum.

II. COMPENSATION

Any fee, whether estimated or firm, shall not be exceeded without prior written authorization from the City. Payment will be rendered as defined in Addendum No. 1.

III. TERM

The term of this Agreement shall be from **December 1, 2022 to and including November 30, 2023.**

IV. GENERAL PROVISIONS

- 4.1 Assigning the Agreement.** The Contractor shall not assign 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 Contractors 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 Specifications shall be considered a breach of this Agreement. Should the Contractor fail to remedy any breach within thirty (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 the City Manager or his designee ("Contract Manager") to administer this Agreement on behalf of The City. The Contractor shall designate to a District Manager the responsibility to perform the administrative, supervisory, management and performance monitoring tasks for the Contractor under this Agreement. The District Manager shall be responsible for the oversight and supervision of Subcontractors.
- 4.4 Interpretation of Agreement.** If there is doubt as to the true meaning of any part of this Agreement or the addendum(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. Any interpretation will be made only by an addendum to this Agreement duly executed by The City and the Contractor.
- 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 legal description of the Business Improvement District (BID); this 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.
- The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by it when executing this Agreement
- 4.6 Right of Ownership.** All public facilities and equipment owned by The City within the Uptown BID 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 as follows:
- 4.7.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, gender, sexual orientation, national origin, ancestry, or disability as defined by the Americans with

Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.

4.7.1.2 The Contractor agrees to comply with all applicable provisions of the "Oklahoma Taxpayer and Citizen Protection Act of 2007," (Act) codified in part at 25 O.S. §§ 1312 and 1313.

4.7.1.3 In the event of Contractor's noncompliance with the nondiscrimination clause or the immigration requirements set forth in subparagraph (a) and (b) above, this Contract may be suspended, canceled, or terminated by the City. The City may declare The Contractor ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Contractor.

4.7.1.4 The Contractor agrees to include the nondiscrimination clause in any subcontracts connected with the performance of this Contract.

4.7.1.5 The Contractor agrees to sign the City's Nondiscrimination Statement **Attachment "C"**.

4.8 Laws to be Observed. 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 of, 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 and licenses, 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. Required insurance shall be carried and maintained throughout the term of this Agreement, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to The City and any participating public trust.

4.11.1 During the term of this Agreement, the Contractor shall provide, pay for, and maintain with companies satisfactory to The City the types of insurance described herein.

All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma.

All liability policies shall provide that The City is named an additional insured as to the operations of the Contractor under this Agreement and shall also

provide the following Severability of Interest Provision:

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

The insurance coverage and limits required under this agreement must be evidenced by properly executed certificates of insurance on the forms furnished by The City. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to The City a timely basis if requested by The City. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to The City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall immediately notify The City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time The City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to The City such statement. The Contractor authorizes The City to confirm all information so furnished as to the Contractor's compliance with its insurance requirements with the Contractor's insurance agents, brokers, surety, and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by The City.

- 4.11.2 No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.
- 4.11.3 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of The City. Such coverage and limits are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Contractor should seek professional assistance.
- 4.11.4 The Contractor shall provide to The City evidence of the following insurance requirements as set forth herein:
 - 1. Worker's Compensation. The Contractor shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.
 - 2. Commercial general liability insurance. The Contractor shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect the Contractor and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by the Contractor or by any subcontractor or by anyone

directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than The City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:

- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
3. Automobile liability insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$175,000	Limit each person
	\$1,000,000	Limit each accident
Property damage liability	\$25,000	Limit each accident
or		
Bodily injury and		
Property damage liability	\$1,000,000	Combined single limit each accident

Any lapse of insurance coverage is declared a breach of this Agreement. The City may, at its option, suspend this Agreement until there is full compliance with this paragraph "**Insurance**" or terminate this Agreement for nonperformance.

- 4.12 Contractor Liability.** The Contractor shall assume full liability for any damages to any public property or private property that 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 or 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 the City.** To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify and save harmless the City and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Contractor's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. The Contractor shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this

indemnification may apply, and the Contractor, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of this Agreement. Provided, however, the Contractor need not release, defend, indemnify or save harmless the City or its officers, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

- 4.15 Payments.** The City shall make payment for all Services to the Contractor monthly upon receipt of approved claims made by Contractor in accordance with law and directed to the attention of the City Representative. Final payment will not be made until a Request for Payment is received by The City from the Contractor.

The City reserves the right to examine or audit all documents supporting expenditures, invoices and Requests for Reimbursement, at any time and shall provide five days written notice of such request whenever possible or practical, but notice is not required. This right shall not expire upon termination of this Agreement.

Upon verification by the City Representative that the monthly reports are current, and invoices for Services complete and accurate, The City will process payment to the Contractor.

The Contractor warrants that title to all work, materials, and equipment covered by the invoice for payment will pass to The City, either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances and that no work, materials or equipment covered by the invoice for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Services, subject to an agreement under which an interest therein or any encumbrances thereon is retained by the seller or otherwise imposed by the Contractor or other such persons.

- 4.16 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.

- 4.17 Certificate of Insurance.** Contractor shall submit and deliver to The City with this Agreement all bonds and certificates of insurance, which are required by this Agreement and/or the Specifications 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 or the Specifications, Contractor shall obtain additional endorsement or changes in coverage and any other instruments necessary to comply therewith.

- 4.18 Whole Agreement.** This Agreement together with the Contract Budget and the Specifications constitute the entire agreement between the parties hereto. No change or variation from the terms and conditions of this Agreement may be made except by written instrument duly executed by both parties and Contractor shall not be entitled to claim extras of any kind or nature.

- 4.19 Exhibits.** Exhibits 1.1 through 1.2 are attached hereto and incorporated by reference herein.

- 4.20 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:

City of Oklahoma City
Attn: Craig Freeman, City Manager
200 N. Walker
Oklahoma City, OK 73102
Phone (405) 297-2345
FAX (405) 297-2570

If to the Contract Manager:

City of Oklahoma City
Planning Department
Attn: Kim Cooper-Hart
420 W. Main St, 9th Floor
Oklahoma City, OK 73102
Phone (405) 297-2900
FAX (405) 316-2900

If to Contractor:

Uptown 23rd Street Association
PO Box 1166
Oklahoma City, OK 73101
Phone: (405) 200-5848

4.21 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.

4.22 Miscellaneous. This Agreement shall be construed and interpreted in accordance with the laws of the State. The venue and forum for any legal action to enforce or interpret any of the terms of this Agreement shall be the District Court of Oklahoma County. 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 terms of this Agreement shall supersede any previously dated Agreements between the Parties.

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

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

APPROVED by Uptown 23rd Street Association, Inc., this 9 day of November, 2022.

Uptown 23rd Street Association, Inc.

By: *MB Bleakley*

Kendall Bleakley, District Manager
(Print name and Title of Person who Signed)

UPTOWN 23rd STREET ASSOCIATION, INC.,
EXECUTIVE OFFICER WITNESS

IN WITNESS WHEREOF, this Contract was signed and approved on behalf of the
Uptown 23rd Street Association, Inc., this 9 day of NOVEMBER, 2022:

Uptown 23rd Street Association, Inc.,
Executive Officer

By: *Ching*

CHIEFSEA BANKS, BOARD PRESIDENT
(Print name and Title of Person who Signed)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies on the dates set forth below.

DATED this 22nd day of November 2022.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

ADDENDUM NO. 1

UPTOWN 23rd BUSINESS IMPROVEMENT DISTRICT NO. 11 SERVICE AGREEMENT

The Business Improvement District (BID) Services described herein are intended to create a consistent level of cleanliness throughout the District and to improve the visual appearance and image of the District; said District more particularly described in attached Exhibits 1.1 and 1.2.

I. DEFINITIONS

1.1 Uptown 23rd Business Improvement District No. 11 (Uptown BID). An improvement and special services assessment district along a portion of NW 23rd Street corridor between I-235 and Shartel Avenue, created by City ordinance pursuant to 11 Okla. Stat. 39-101 *et seq.* for the purpose of addressing and providing services on a comprehensive basis, and which is described to be all property lying within the Uptown BID, more particularly described in Exhibit 1.1 – Legal Description and Exhibit 1.2 – BID Map, attached hereto.

1.2 BID Assessment Funds. BID assessments are charged to ratepayers annually and assessment funds collected are placed in the following categories:

1.2.2 District Wide Assessments. To be used for services or purchases that either directly or indirectly benefit all ratepayers in the entire District.

II. GENERAL PROVISIONS

2.1 BID Services. The Business Improvement District (BID) Services described herein are intended to create a supplement to standard City services to provide a higher quality of maintenance in the District and to provide other special benefits and services to enhance the vitality and quality of the District. The BID Services are not intended to eliminate or reduce the level of any service customarily provided by the City or other municipal agency to any similar geographic area because such area is subject to a BID, unless such reduction in service is part of a City-wide pro rata reduction in services necessitated by fiscal considerations or budgetary priorities.

2.2 BID Expenditures and Income Account. The Contractor shall maintain a separate account to manage all expenditures and reimbursements associated with providing the Services as described here.

2.3 Advertising, Marketing and Promotions Apportionment of benefit to BID properties. This addendum accompanies a Professional Services Agreement for the current BID year between the City of Oklahoma City (The City) and the Uptown 23rd Street Association (Uptown 23rd). Uptown 23rd oversees a membership benefit program for a larger area around the BID proper, which is within the membership territory. At the commencement of this service year, the number of members in the BID accounted for 80% of the active participants in the membership territory. Uptown 23rd incurs advertising, marketing and promotion expenses that serve the BID properties and the membership territory. The City may reimburse eligible advertising, marketing, and promotion expenses under the following rules:

2.3.1 The City may approve reimbursement of eligible advertising, marketing and promotion expenses for events that are open to the public and held at a location within the boundary of the BID.

2.3.2 The City may approve an apportionment for reimbursement of eligible expenses according to the benefit conferred onto properties within the boundary of the BID. The amount of this apportionment for this service year is 80%.

2.3.2.a Advertising, marketing and promotion activities that benefit the entire membership territory may be eligible for a discounted reimbursement of 80% for each one dollar expended in the advertising, marketing and promotions expense category.

2.3.2.b Advertising, marketing and promotional activities that benefit **only** the BID area may be eligible for 100% reimbursement.

2.3.3 Expenses that feature an individual location or business are not eligible for reimbursement. Expenses that result in services that benefit properties outside the BID boundary are not eligible. The Contractor will ensure that requests for payment to the City include receipts that clearly delineate which services and costs apply within the BID boundary, to the membership territory at large, or individual businesses.

2.4 Ownership of Public Improvements Purchased by Contractor. Any improvement installed or constructed by Contractor under the terms of this Addendum No. 1 shall become the property of The City but shall be maintained by the Contractor throughout the Term. BID assessment funds shall be used to pay for any loss of or damage to BID-purchased property up to ten thousand dollars (\$10,000) and The City shall pay for any loss in excess of ten thousand dollars (\$10,000).

2.5 Contractor's Notification to Planning and Public Works. Contractor shall request and gain the approval from the City's Planning and Public Works Directors prior to the manufacture, purchase, or installation of any improvement, including signs to be installed or affixed in the public right of way.

2.6 The City's Right to Audit. The City reserves the right to examine or audit all documents supporting expenditures, invoices, and Requests for Payment at any time upon five (5) business days written notice. This right shall not expire upon termination of this Agreement.

2.7 Disposal of Debris. All dirt, debris and other matter collected by Contractor during and after all maintenance operations shall be disposed in an approved manner in accordance with applicable City, State, and Federal codes.

2.8 Board Roster. The Contractor shall provide a list of its Officers and Board Members to the City at the commencement of this Agreement.

III. BID SERVICES

The specified services shall be provided in accordance with the BID Budget, attached hereto as **Attachment "B"**. Contractor agrees to provide the following, to wit:

3.1 Staffing of an Uptown 23rd BID office that will:

3.1.1 Supervise, manage, and monitor all activities in compliance with the terms of

this addendum.

- 3.1.2 Function as information/complaint center for all BID concerns.
- 3.1.3 Respond to ratepayer inquiries, including the provision of supplemental information as necessary.
- 3.1.4 Communicate with each BID rate payer via electronic and/or postal mail for the following, provide copies to the Contract Manager, and include reference in the appropriate quarterly report.
 - 3.1.4.a At least twice per year, send a newsletter or similar update of BID related meetings, events, and activities.
 - 3.1.4.b Hold at least one BID meeting per year, inviting all rate-payers and the City Contract Manager. Provide a summary of meeting attendees and outcomes for the Contract Manager and include the summary in the next quarterly report.
 - 3.1.4.c Within 30 days before the Public Hearing for the annual BID renewal, send a letter notifying all BID owners that Uptown 23rd is preparing for the next year of BID services and that each property owner will receive a Notice of Hearing from the City; include in the letter a summary of accomplishments of the BID during the year along with contact information for the Uptown BID representative for inquiries.
 - 3.1.4.d Within one month after the end of the BID year, create and distribute an annual BID year-end report to BID property owners, which will include highlights of recent accomplishments and plans for the new BID year.
- 3.1.5 Provide assistance to the City in its planning efforts, planning proposals and projects in the District.
- 3.1.6 Assist the City in the preparation of assessment formulas, program evaluation, and possible changes in the District assessment formula.

3.2 Beautification/Maintenance Services

- 3.2.1 Contractor will perform routine pedestrian system maintenance and general upkeep at the following intervals:
 - 3.2.1.a. Weekly maintenance of curbs and sidewalks, including emptying of trash receptacles in district.
 - 3.2.1.b. Seasonal maintenance of planted areas and medians, including but not limited to purchasing and planting of seasonal plants, district-wide litter removal, landscaping efforts on public rights-of-ways, and the like. During the growing season in the spring and summer, weeds in sidewalk cracks shall be controlled through mechanical removal or the application of an herbicide as needed.
 - 3.2.1.c. Annual sidewalk power washing.
 - 3.2.1.d. Annual tree trimming in medians.

- 3.2.2 The Contract Manager shall have authority to exempt from the cleaning requirement any segment of streets and sidewalks that cannot be cleaned due to construction, natural disasters, or other mitigating circumstances.
- 3.2.3 The cleaning schedules may be revised by the Contractor during inclement weather and may be redirected to provide snow and ice removal services from sidewalk areas in lieu of normal cleaning services.
- 3.2.4 The Contractor shall be responsible for the disposal of all collected dirt, debris and other matter in an approved manner and at an approved site and pay for all fees as required.

3.3 Marketing Services

- 3.3.1 The Contractor will develop and coordinate an enduring, positive image for the Uptown BID, designed to enhance the district's image and appearance. Marketing Services shall include but not be limited to the following:
 - 3.3.1.a Coordinate the marketing of the district via website maintenance, social media coordination and e-newsletters.
 - 3.3.1.b Design and produce marketing materials to position the district as a prime destination for businesses, investors and developers, visitors and special events.
 - 3.3.1.c Coordinate and supervise the installation of pole banners, signs, seasonal decorations, and lighting.
 - 3.3.1.d Act as the coordinator for district special events and shall ensure City requirements (e.g., obtaining special event permits and street closings) are met.
 - 3.3.1.e Apply the apportionment for the current contract year as enumerated in Section II, General Provisions.

3.4 Security Services

- 3.4.1 The Contractor will ensure that security patrol is provided within the BID district a minimum of 12 hours a week, based on general district needs.

IV. REPORTS AND ACCOUNTING

In order to keep The City informed of the BID management progress and accomplishments, the Contractor shall prepare and submit the following written reports to the Contract Manager.

4.1 Monthly Reports. Shall be prepared and submitted as follows:

- 4.1.1 A **Request for Payment** (RFP) shall be made by 15th of the following month in the format exemplified in **Attachment "A"**. Each RFP must include supporting invoices to address the summarized expenditures. Mileage reports shall be completed to document any travel claims.
- 4.1.2 The City reserves the right to examine or audit all documents supporting expenditures, invoices, and Requests for Payment at any time upon five (5)

business day's written notice. This right shall not expire upon termination of this Agreement.

4.2 Quarterly Reports. Quarterly Reports shall be submitted to the city Contract Manager two weeks after the end of the quarter. For the purposes of this Agreement the dates for the Quarterly Reports are: March 15, June 15, September 15, and December 15. The Quarterly Report shall include the following elements:

- 4.2.1 A narrative summary of activities conducted under "BID Services" above. The report shall include quantitative information which substantiates progress toward accomplishing each BID objective; the total fees and expenses incurred for the BID during the reporting period; and anticipated activities for the upcoming quarter.
- 4.2.2 If staff is billed on a monthly or quarterly basis, include the amount billed for Staff time devoted to Agreement-related business and a list of the services provided for the month/quarter.
- 4.2.3 Any other information the Contractor feels is necessary to fully inform The City on the Services and the BID's current status or as reasonably requested by the Contract Manager.

4.3 Final Report. The Final Report shall be submitted to the Contract Manager within thirty (30) days after the end of the fourth quarter of the BID year. The final report shall provide a summary of the BID's activities for the year and contain the following elements:

- 4.3.1 The Final Report is to detail the year's accomplishments for each BID Service and each Section thereof; document the expenditure of funds from the BID; and compare actual accomplishments with the stated goals, and outline plans and projections for each BID Service for the next contract year. The final written report and an oral summary shall also be presented at a year-end BID Committee meeting.

V. COMPENSATION

5.1 Reimbursement of Funds for Direct Expenditures.

- 5.1.1 The City agrees to reimburse Contractor monthly, during the term of this Agreement, within thirty (30) days of submission from Contractor of a Request for Payment and copies of all invoice(s) for the direct Services listed in Section III above which have been provided in the preceding month.
- 5.1.2 This contract authorizes expenditures up to **\$185,596.62** contingent on collection of 100% of assessments for the upcoming year. See budget in **Attachment "B"**.

5.2 Restrictions or Limitations.

- 5.2.1 Compensation is subject to the availability and appropriation of adequate and sufficient funds by The City from assessments or other sources to pay for the Services for the term of this Agreement.

- 5.2.2 If The City experiences an inadequacy of funding for necessary payments under this Agreement, the General Manager may reasonably reduce the Services and related compensation otherwise to be provided under this Agreement; however, such reduction in compensation shall take into account existing financial obligations to third parties incurred by Contractor in contemplation of this Agreement extending until the end of this Agreement, and further, such reduction in services shall not alter the obligation of the City to provide services to the District. General Manager shall provide such notice of reduction in Services to Contractor at least thirty (30) days in advance.
- 5.2.3 Budget Category Overruns. If in the course of this agreement the Contractor cannot provide service per the line item budget categories identified in **Attachment "B"** and additional funds are available from other line item budget categories, the surplus may be transferred to deficient line item budget categories with the following approvals:
- i. Over 5% and up to 15% - may be approved by the Contract Manager
 - ii. Over 15% and up to 25% - may be approved by the Division Director event the Uptown BID shall cease to exist, or in the event the assessment roll is not approved or is invalidated by a court of competent jurisdiction, or in the event adequate and sufficient funds are not appropriated by The City during the term of this Agreement to pay for the Services as herein set forth, then this Agreement will terminate and be of no further force or effect. Under no circumstances, shall The City's liability exceed the funds duly appropriated by The City for this Agreement.

EXHIBIT 1.1

Uptown 23rd Business Improvement District

LEGAL DESCRIPTION

TRACTS OF LAND LYING IN SECTIONS 21 AND 28 OF TOWNSHIP 12 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, DESCRIBED AS FOLLOWS:

JEFFERSON PARK ADDITION BLOCK 001: WEST 40FT LOT 8 AND ALL OF LOTS 9 THRU 14 AND LOTS 24 THRU 26 AND WEST 40 FEET LOT 27 AND PART OF LOT 23, PLUS A PORTION OF THE VACATED ALLEY ADJACENT TO PROPERTY ALL DESCRIBED AS BEGINNING AT THE NW CORNER OF LOT 14 THEN SOUTH 140 FEET, EAST 50 FEET, SOUTH 20 FEET, EAST 74 FEET, SOUTH 132 FEET, EAST 215 FEET, NORTH 292 FEET, AND WEST 340 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THE SOUTH 8 FEET OF LOTS 23 THROUGH 27, LOTS 15 THROUGH 22 PLUS LOT 23 EXCEPT A PORTION OF LOT 23 BEGINNING AT THE SE CORNER OF LOT 23 THEN NORTH 140 FEET, WEST 25.60 FEET, THEN SOUTH 140 FEET, AND EAST 25.1 FEET TO THE POINT OF BEGINNING; AND

JEFFERSON PARK ADDITION BLOCK 002: THE SOUTH 45 FEET OF LOT 4 AND ALL OF LOTS 5 THROUGH 10, PLUS THE SOUTH HALF OF THE VACATED ALLEY LYING NORTH OF SAID LOTS 7 THROUGH 10 ALSO DESCRIBED AS BEGINNING AT THE NE CORNER OF LOT 7 THEN WEST 210.2 FEET TO THE NW CORNER OF LOT 10, THEN NORTH 10 FEET, EAST 210 FEET AND SOUTH 10 FEET TO THE POINT OF BEGINNING; AND

JEFFERSON PARK ADDITION BLOCK 003: ALL OF LOTS 5 THROUGH 7 AND THE NORTH 123 FEET OF LOTS 9 THROUGH 16; AND

JEFFERSON PARK ADDITION BLOCK 004: LOTS 3 THROUGH 5 AND THE NORTH 33 FEET OF LOT 6, THE NORTH 123 FEET OF LOTS 7 THROUGH 13, THE EAST 49 FEET OF THE NORTH 123 FEET OF LOT 14, THE EAST 49 FEET OF LOT 15, PLUS ALL OF LOTS 16 AND 17; AND

JEFFERSON PARK ADDITION BLOCK 005: LOTS 13 THROUGH 16 PLUS 10 FEET OF VACATED ALLEY ABUTTING SAID LOTS; AND

GUERNSEY PARK PLACE ADDITION BLOCK 001: LOTS 1 THROUGH 15 PLUS 7 FEET OF VACATED ALLEY ON SOUTH OF SAID LOTS, LOTS 16 THROUGH 30 PLUS 7 FEET OF VACATED ALLEY ON NORTH OF SAID LOTS, AND LOTS 31 AND 32 WITH 7 FEET VACATED ALLEY ON NORTH, SOUTH, EAST AND WEST PERIMETER OF SAID LOTS; AND

SEMANS UNIVERSITY ADDITION BLOCK 002: LOTS 1 THROUGH 11 AND LOTS 16 THROUGH 33; AND

SEMANS ADDITION BLOCK 003: LOTS 16 THROUGH 33; AND

PLEASANT VIEW ADDITION BLOCK 007: LOTS 4 AND 5; AND

WINANS HIGHLAND TERRACE ADDITION BLOCK 012: LOTS 1 THROUGH 9 AND THE EAST 33 FEET OF LOT 10; AND

WINANS HIGHLAND TERRACE ADDITION BLOCK 013: LOTS 1 THROUGH 11 AND THE NORTH 41 FEET OF THE WEST 50 FEET OF LOT 12; AND

WINANS SECOND ADDITION BLOCK 001: LOTS 1 THROUGH 7; AND

WINANS SECOND ADDITION BLOCK 002: LOTS 1 THROUGH 7; AND

WINANS THIRD ADDITION BLOCK 001: LOTS 1 THROUGH 5, LOT 22, AND LOTS 23 THROUGH 25, PLUS ½ OF VACATED ALLEY ON EAST OF LOTS 23 THROUGH 25; AND

UNIVERSITY ADDITION BLOCK 001: LOTS 1 THROUGH 16

UNIVERSITY ADDITION BLOCK 002: LOTS 1 THROUGH 20; AND

UNIVERSITY ADDITION BLOCK 003: LOTS 1 THROUGH 17, THE WEST 6.25 FEET OF LOT 25 AND ALL OF LOTS 26 THROUGH 34.

#####

EXHIBIT 1.2

Uptown BID Map
2022 –2023



ATTACHMENT “A”

REQUEST FOR PAYMENT FORM

UPTOWN 23rd		Business Improvement District		
Contract Year:	Year 4	Invoice #		
Contract Period:	12/1/2022 - 11/30/2023	Invoice Date		
		Vendor #	235867	
		Remit Payment to:		
		Uptown 23rd Street Assoc.		
		PO Box 1161		
		Oklahoma City, OK 73101		
Month/Year to be reimbursed	Description	Amount		
December 2022	Management & Office	\$0.00		
December 2022	Marketing, Promotions	\$0.00		
December 2022	Maintenance, Security	\$0.00		
	Total	\$0.00		
<p><i>On behalf of Uptown BID, I, the undersigned, request payment of the following claims submitted in accordance with the provisions of the agency's Professional Services Agreements with the City of Oklahoma City.</i></p>				
Authorized Signature		Date		
<p>Submit invoices to: Donna Cervantes at donna.cervantes@okc.gov or mail to The City of Oklahoma City, Planning Department, 420 W. Main, Suite 900, Oklahoma City, OK 73102</p>				
For City of Oklahoma City use only:				
Payment Authorized by:				
Date:				

ATTACHMENT “B”
BUDGET

EXHIBIT 1.4		
UPTOWN 23rd		
Business Improvement District		
BUDGET		
December 1, 2022 - November 30, 2023		
Revenue		
Estimated Revenue from Assessments 2022-2023	\$104,573.30	
<i>Less 5% City Noticing and Administrative Cost (est.)</i>	<i>(\$4,979.68)</i>	
Carryover from Year 3 (projected)	\$33,000.00	
Sub Total:	\$132,593.62	
Receivables thru Yr 3 Service year (Note 2 below)	\$53,003.00	
Total Potential Revenue	\$185,596.62	
Expense		%
Management/Administration	\$42,429.96	32%
Marketing/Promotion	\$26,518.72	20%
Security/Maintenance	\$37,126.21	28%
Budgeted Expenses	\$106,074.90	80%
Contingency amount (Note 1 below)	\$26,518.72	20%
Receivables thru Yr 3 - Service year (Note 2 below)	\$53,003.00	
Total Potential Expense	\$185,596.62	
Note 1. Compensation is subject to the availability and appropriation of adequate and sufficient funds by City from assessments or other sources to pay for the Services for the term of this Agreement		
Note 2. These uncollected assessments cannot be spent unless collected during the budget year.		

ATTACHMENT "E"
BUSINESS RELATIONSHIP AFFIDAVIT
THE CITY OF OKLAHOMA CITY

BUSINESS RELATIONSHIP AFFIDAVIT

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent, as a part of this Bid:

The undersigned, of lawful age, being first duly sworn on oath, affirms and says that the Bidder is fully acknowledgeable of Bidder's business relationships and associations. Bidder further states that the nature of any corporation, company, partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement between Bidder and the architect, the engineer, the Mayor or Members of the Council of The City of Oklahoma City or any Trustee of any Trust or Authority of which The City is the beneficiary and which is a party to this contract, or other party, including but not limited to any consultant or employee engaged to further the Project is as follows: _____

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

The Bidder further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer, agent, employee, partner or director of the Bidder and any officer or director, agent, employee, or partner of the architectural or engineering firm, or consultant or employee engaged to further the project, or other party to the Project or any official or trustee of any public entity which is a party to the Contract for the Project is as follows: _____

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

Bidder also states that the names of all persons having any such business relationships and the positions held within their respective companies or firms are as follows: _____

(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)

This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.

Uptown 23rd

Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

[Signature]
Signature of Bidder or Authorized Agent

CHelsea BANKS, BOARD PRESIDENT
Type or print name and title of person who signed above

STATE OF Oklahoma)
COUNTY OF Oklahoma) \$

This instrument was acknowledged before me this 9 day of November, 20 22
by Chelsea Banks as the above named BIDDER or Bidder's Authorized Agent.
(Insert name of person signing above)

My Commission expires 10/22/25

[Signature]
Notary Public



This Affidavit required for Public Improvement Projects by 61 Oklahoma Stat. 2091, § 108.

ATTACHMENT "C"
CERTIFICATE OF NONDISCRIMINATION

THE CITY OF OKLAHOMA CITY
CERTIFICATE OF NONDISCRIMINATION

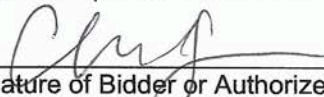
In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, 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 and agree to abide by these requirements:

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

Uptown 23rd
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder


Signature of Bidder or Authorized Agent

CHIEFKA BANKS, BOARD PRESIDENT
Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.

ATTACHMENT "D"
ANTICOLLUSION AFFIDAVIT

THE CITY OF OKLAHOMA CITY

ANTICOLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder as a part of this Bid:

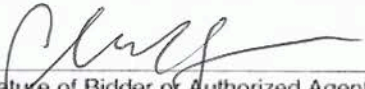
The undersigned Bidder, of lawful age, being duly sworn, upon his oath affirms and says: That Bidder has the lawful authority to execute the within and forgoing Bid; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of price or amount of such bid or bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof; and that the Bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said bid or bids, until and after the sealed bid or bids are opened.

The Bidder further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City or Trust official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City or Trust officials concerning exchange of money or other thing of value for special consideration in the letting of a contract; that Bidder has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of The City of Oklahoma City, or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this Bid.

This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.

Uptown 23rd

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder


Signature of Bidder or Authorized Agent

CHELSEA BANKS, BOARD PRESIDENT

Type or print name and title of person who signed above

STATE OF Oklahoma

COUNTY OF Oklahoma §

This instrument was acknowledged before me this 9 day of November, 20 22
by Chelsea Banks as the above named BIDDER or Bidder's Authorized Agent.
(Insert name of person signing above)

My Commission expires 10/22/25


Notary Public



This Affidavit required by Article IX, Section 4 of the Charter of the City of Oklahoma City and the Oklahoma Competitive Bidding Act.

ATTACHMENT "F"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2022

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 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 FRATES IRWIN RISK MNGMNT SOLUTIONS 38381169 103 DEAN A MCGEE AVE STE 700 OKLAHOMA CITY OK 73102	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 60%;">PHONE (405) 290-5777</td> <td style="width: 40%;">FAX</td> </tr> <tr> <td>A/C, No, Ext):</td> <td>A/C, No):</td> </tr> </table> E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="width: 70%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC#</td> </tr> <tr> <td>INSURER A: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	PHONE (405) 290-5777	FAX	A/C, No, Ext):	A/C, No):	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Twin City Fire Insurance Company	29459	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
PHONE (405) 290-5777	FAX																		
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INSURER B:																			
INSURER C:																			
INSURER D:																			
INSURER E:																			
INSURER F:																			
INSURED UPTOWN 23RD ASSOCIATION PO BOX 1161 OKLAHOMA CITY OK 73101-1161																			

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 INSR	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS													
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			38 SBA TY6142	11/06/2022	11/06/2023	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$4,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			38 SBA TY6142	11/06/2022	11/06/2023	<table style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> RETENTION \$						<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td></td></tr> <tr><td>AGGREGATE</td><td></td></tr> </table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table style="width: 100%;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr><td colspan="3">E.L. EACH ACCIDENT</td></tr> <tr><td colspan="3">E.L. DISEASE -EA EMPLOYEE</td></tr> <tr><td colspan="3">E.L. DISEASE - POLICY LIMIT</td></tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			E.L. DISEASE -EA EMPLOYEE			E.L. DISEASE - POLICY LIMIT		
PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT																			
E.L. DISEASE -EA EMPLOYEE																			
E.L. DISEASE - POLICY LIMIT																			
A	DATA BREACH - BUS INC & EX EXP			38 SBA TY6142	11/06/2022	11/06/2023	<table style="width: 100%;"> <tr> <td style="width: 70%;">Limit</td> <td style="width: 30%; text-align: right;">\$10,000</td> </tr> </table>	Limit	\$10,000										
Limit	\$10,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER The City of Oklahoma City Manager's Office 200 N WALKER AVE OKLAHOMA CITY OK 73102	CANCELLATION 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 <div style="text-align: center; margin-top: 10px;"> </div>
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ACORD 25 (2016/03)

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