

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-74: AN AGREEMENT BETWEEN THE CITY OF NORMAN AND THE CENTER FOR CHILDREN AND FAMILIES TO OPERATE AND PROVIDE BOYS AND GIRLS CLUB PROGRAMMING AT THE REAVES PARK CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/14/23

REQUESTER: Veronica Tracy, Recreation Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-74: AN AGREEMENT BETWEEN THE CITY OF NORMAN AND THE CENTER FOR CHILDREN AND FAMILIES TO OPERATE AND PROVIDE BOYS AND GIRLS CLUB PROGRAMMING AT THE REAVES PARK CENTER.

BACKGROUND: In July 2023, the Parks and Recreation Department released Request for Proposal #2324-8 to solicit proposals for community programming within the Reaves Park Center located at 121 East Constitution Street. The Reaves Park Center most recently served as a construction office for the construction company working on the Reaves Park Norman Forward Renovation. When the construction company vacated the facility in Spring of 2023, the Parks and Recreation Department desired to solicit an operator to activate the area and bridge programming gaps in the Norman community.

DISCUSSION: The City received one proposal for operations at the Reaves Park Center from the Center for Children and Families, Inc. (CCFI). CCFI has served families in Norman since 1969 and currently operates youth programming at numerous locations in Norman.

CCFI's proposal included operations of a Boys and Girls Club site for teens at the Reaves Park Center. Within the Reaves Park Center, CCFI intends to create a teaching kitchen, while also providing high school students with recreational and quiet spaces that will allow them to have a separate space from school age children to have a meal, complete their homework, and socialize with friends.

The City Attorney's Office has worked with the Parks and Recreation Department as well as CCFI to draft a contract with an initial term of one year. Per the contract, the term may be automatically renewed up to four additional years. CCFI will pay for electricity for the facility, except during April and July due to the City's use of the area. The City will pay for water usage. Any alterations to the facility desired by CCFI will be funded by CCFI after approval by the City.

RECOMMENDATION: Staff recommends approval of Contract K-2324-74, an agreement between The City of Norman and The Center for Children and Families to operate and provide Boys and Girls Club programming at the Reaves Park Center.

Contract No. K-2324-74

AGREEMENT

This Agreement is a contract, made and entered into this _____ day of _____, 2023 by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Center for Children and Families, Inc., a non-profit corporation, hereinafter called "CCFI."

WITNESSETH:

WHEREAS, the City is the owner of public property in Cleveland County, Oklahoma, known as Reaves Park Center located on the southwest corner of Reaves Park and is bordered by Jenkins Avenue and Constitution Street.

WHEREAS, the City recognizes the importance of programs and activities that respond to cultural and economic diversity of the area for the further benefit of the health, safety and welfare of the residents of said City.

WHEREAS, CCFI, a United Way Agency of Norman, has served children and families in Norman since 1969.

WHEREAS, CCFI provides for the operation of the Boys and Girls Club of Norman.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree to the use of the Reaves Center, for the operation of Boys and Girls Club of Norman programing, as follows:

- (1) The City hereby grants the right and privilege to CCFI to use, for the purpose stated, the following described property, to-wit:

That area of the Reaves Park grounds which surround and contain the building identified as the Reaves Park Center, 121 E. Constitution Street, Norman, OK 73069.

To have and to hold for a term of one (1) year from the date of the execution of this lease. Thereafter, and subject to appropriation, this Agreement shall automatically renew on the anniversary of the Effective Date for as many as four successive Terms of equal duration upon the same general terms and conditions contained in this Agreement, or until such time as this lease may be terminated as provided herein, whichever date occurs first

- (2) (a) CCFI agrees to pay to the City for such rights and privilege to accept lease of the building in the current condition, as is, without any further work by the City on the structure except for any work that is required to maintain the integrity and soundness of the structure the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st

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day of December each year of this Agreement. In lieu of additional monetary payment for use of the building and grounds, CCFI agrees to contribute obligations, services and improvements to the Reaves Park Center, which CCFI deems as appropriate in its sole discretion, as follows:

CCFI may equip the existing kitchen area as needed.

CCFI may remodel the building as needed to make it usable for its programming.

(b) CCFI shall not make any alterations, additions or improvements to the property without first notifying the City Manager or his designee, the Director of Parks and Recreation, who shall act as the agent of the City Council for purposes of achieving mutual agreement on alterations, additions, or improvements to the property. Agreement on alterations, additions, or improvements to the property shall not be unreasonably withheld, conditioned or delayed.

(c) No liens may be imposed or claims asserted against the property; therefore, the ongoing agreements for any alterations, improvements, or additions shall include the specific provision with regard to the method and timing of payment. At all stages, it shall be the responsibility of CCFI to secure lien releases from materials, contractors, and subcontractors prior to beginning any new work. CCFI shall make prompt and regular reports of any such improvements to the Director of Parks and Recreation, or upon his reasonable request pertaining thereto.

(d) Any such permanent improvements made to the building or grounds shall remain the property of the City, and CCFI shall have no claim to them or to compensation for their reasonable value or the enhanced value of the property.

(3) CCFI agrees to pay 100% of all electrical costs for the use of the Reaves Park Center 10 months out of the year, excluding April and July. Payment shall be made on a monthly basis within 30 days of invoice received from the City.

(4) It is agreed between the parties hereto that the purpose of operating the Reaves Park Center is to provide Boys and Girls Club related activities in compliance with CCFI policies and procedures. CCFI will not make or suffer any unlawful, improper, nuisance or offensive use of the premises, or any use or occupancy thereof contrary to any law or regulation, or any ordinance of City, now or hereafter made, which shall be either a public or private nuisance as those terms are defined in Oklahoma law, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Furthermore, CCFI shall not store or allow to be stored on the premises any explosives, flammable materials, hazardous substances, dangerous materials, illegal drugs, contraband, or waste materials. Further, CCFI shall ensure that it adequately trains its employees and volunteers regarding these requirements.

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(5) CCFI shall comply with all zoning regulations, code enforcement regulations, signage regulations and other laws of the U.S. Government, the State of Oklahoma and the Code of Ordinances of the City of Norman, Oklahoma.

(6) CCFI agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by CCFI's use of said property, its right and privilege or that of its agents or employees; provided, however, that CCFI shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to CCFI prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect CCFI, and CCFI shall have the right to compromise and defend the same to the extent of its own interest.

(7) CCFI shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with CCFI's use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and CCFI shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by CCFI, to wit:

- (A) Worker's Compensation Insurance as prescribed by State Statute.
- (B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.

In 2023 the amount of coverage required would be Twenty-five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident, or occurrence;

One Hundred Seventy-five Thousand Dollars (\$175,000.00) to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence.

One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

CCFI acknowledges that during the term of this contract, Title 51 Okla. Stat. Section 154 may be revised and that CCFI agrees to carry coverage for the new required amounts when they go into effect.

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(8) Maintenance of Property

- (A) CCFI agrees to maintain all ground areas used by it, its members or patrons in a clean, sanitary and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by CCFI, its members or patrons, at the conclusion of each and every period of use, at its own expense.
- (B) CCFI shall perform all maintenance duties and activities described in the attached Exhibit A.
- (C) CCFI agrees to keep all vegetation within the described grounds viable and healthy throughout the growing season, and to mow any grass areas at least once a week if weather allows.
- (D) CCFI shall be responsible for stocking, cleaning and maintaining the restrooms.
- (E) The City shall perform the maintenance duties and activities described in the attached Exhibit B.

(9) Events on Property.

- (A) CCFI shall schedule and periodically report how the premises are used by the Boys and Girls Club. CCFI may charge for activities and programs provided at or on Center grounds.
- (B) CCFI shall provide an overall schedule to the Parks and Recreation Department of regularly scheduled programming, as well as dates of special events and other seasonal events.
- (C) This contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at events and programs of CCFI. CCFI's enforcement of the rules of its own programs are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees
- (D) CCFI agrees that the City has the right of first refusal for any dates or times that the Center is open and not being used by CCFI for its programming. The City will require full use of the Center every July 3, 4 and 5th during the term of this contract. It is further agreed that should the City receive a third-party request to

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use the facilities, CCFI shall make a reasonable effort to accommodate said request, and said approval shall not to be unreasonably withheld by CCFI.

- (E) CCFI agrees that all agreements for third party use of the Center shall be designed to be financially beneficial to CCFI and that a copy of all such agreements shall be provided to the City upon request.
- (F) It is understood that CCFI may charge a light fee to any group which is requesting light usage of the Center. It is also understood that CCFI may charge additional fees in an amount to recover any extra maintenance expenses which might be incurred by the event. CCFI agrees that all fees charged to third party agreements shall be applied consistently and be used for Boys and Girls Club programming or maintenance of the Center.
- (G) CCFI agrees that no officer or member of CCFI shall be allowed a commission, refund or rebate of any kind relative to the Boys and Girls Club programs or this contract.

(10) Recordkeeping and Reporting.

- (A) CCFI shall supply an annual report to the City Parks and Recreation Department and the Norman City Council prior to January 1st of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the preceding year. All detailed records shall be made available for review within ten days by CCFI upon request from the City of Norman. The annual report shall also include the following:
 1. Narrative of all programs and activities offered by Boys and Girls Club
 2. Organization mission statement and goals
 3. Fee structure
 4. Number of scholarships
 5. Age of participants
 6. Breakdown of revenues and expenditures by category
 7. Disclosure of all commissions, refunds and rebates to the organization
 8. CCFI's beginning and ending fund balance related to the Center and its programs
 9. Annual CCFI budget for the Center including revenue, maintenance and operating and capital costs

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10. Current record of officers, including who can authorize expenditures.

11. Names of those responsible for maintaining books and records

- (B) CCFI shall provide to the Parks and Recreation Department an estimated budget prior annually to be delivered within 30 days of CCFI budget adoption. The budgets shall include revenue and expenditure projections in the areas of programs, events, capital equipment and capital improvements.
- (C) CCFI agrees to maintain all financial records associated with programming and events at the Center for a period of seven years. These financial records shall be maintained in such detail as to account for gross receipts and expenditures for all significant organization activity related to the Center. The financial recording system shall be reviewed and approved by the City's Department of Finance for the purpose of maintaining a minimum accounting standard acceptable to both parties.
- (D) Proceeds from the operation of the Center shall be used for the operation, maintenance and improvement of the Center. The City of Norman Parks and Recreation Department shall review and report to Council annually that all necessary maintenance and improvements have been made to the Center and the surrounding grounds.

(11) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities in Reaves Park and the Reaves Park Center, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(12) Notice. Any notice provided pursuant to this Contract shall be mailed or delivered to such officer of the CCFI or other person as designated by CCFI. CCFI agrees to inform the City immediately after its annual election the names of its officers for the ensuing year the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be directed to the Director of the Parks and Recreation Department of the City of Norman.

(13) Termination.

- (A) Either party shall have the right to cancel this contract for any reasons provided thirty (30) days written notice is provided. If the City is cancelling the contract, prior to the proposed effective date of cancellation, CCFI shall be afforded a hearing before the Board of Park Commissioners, if requested. The results of such

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hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract

- (B) In the event this contract is cancelled, for any reason, CCFI shall have the right to remove any movable non-permanent improvements and/or structures provided or donated entirely by CCFI within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.
- (14) CCFI agrees further that it will not deny membership in such CCFI activities, programs, or events to any person on the basis of race, religion, color, creed, sex, sexual orientation or gender, marriage, age, ancestry or national origin.
- (15) This Agreement shall not be assigned by CCFI without prior written consent of the City of Norman, said consent not to be unreasonably withheld.
- (16) This contract is governed by the laws of the State of Oklahoma. The exclusive venue for any court action related to the terms of this contract shall be the District Court in and for Cleveland County, Oklahoma.

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In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

CENTER FOR CHILDREN AND FAMILIES, INC.

BY: Melissa Simpson Klink
Melissa Simpson Klink, Chief Executive Officer

Before me, the undersigned, a Notary Public in and for said County and State, this 16 day of October, 2023, personally appeared Melissa Klink to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My commission expires:

04/26/2024

Sara Jane Delmonte
Notary Public
Commission #12004040

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 2023

City Attorney

By: _____
Mayor

ATTEST:

City Clerk

Sara Jane Delmonte
Notary Public
Oklahoma
Commission #12004040

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EXHIBIT A

RESPONSIBILITIES OF
CENTER FOR CHILDREN AND FAMILIES, INC.

1. Maintain landscaping and lawns on the property adjacent to Reaves Park Center, as shown on the attached map, to include watering.
2. Mow lawns on a weekly basis as weather allows.
3. Ensure that all participants have proper and necessary safety equipment to participate in programs in a safe manner.
4. Maintain any existing watering system and monitor for leaks, if applicable.
5. Pick up trash on a daily basis in complex and common areas around Reaves Park Center and within the Center.
6. Make minor repairs and maintenance to the Center, including painting and other necessary repairs.
7. Pay the electrical cost of the Reaves Park Center for 10 months out of the year (excluding April and July).
8. Work with Community Organizations and the City in coordinating other uses of the Reaves Park Center when the Boys and Girls Club events are not being held within the Center.

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EXHIBIT B

RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)

1. Mowing on surrounding areas of Reaves Park that are not part of the immediate Reaves Park Center grounds.
2. Major repairs and maintenance not caused by CCFI negligence.
3. Provide and pay for water usage at Reaves Park Center.
4. Clean up and remove any litter, trash, items leftover from City use of Center during the term of this contract.