

CONTRACT FOR SERVICES

THIS Contract for Services (“Contract” or “Agreement”) is entered into this ___ day of _____, 2022 by and between the City of Norman, Oklahoma (the “City”) and the Downtown Norman BID Association (the “Association”) (collectively, the “Parties”). The purpose of this Contract is for the City to contract for certain services to be provided by the Association pursuant to the Association’s Plan for the Downtown Norman Business Improvement District (the “Plan”) within the boundaries of the business improvement district (“BID”) as authorized by the Oklahoma Improvement District Act, Title 11, Oklahoma Statutes, Section 39-101, *et seq.* (“Act”).

WHEREFORE, on June 3, 2022, the Association adopted the Bylaws of the Downtown Norman Business Improvement District Association;

WHEREFORE, on June 3, 2022, the Association adopted and approved the District Plan for Downtown Norman Business Improvement District in the City of Norman, Oklahoma;

WHEREFORE, the description, boundaries, and area comprising the BID are those properties benefiting from the assessment, as well as the public streets, sidewalks, and other public spaces detailed in the Plan (the “District”);

WHEREFORE, the Association will administer the BID;

WHEREFORE, the City provides base level services within the District to maintain the public streets, sidewalks, and other public spaces;

WHEREFORE, the Plan contemplates certain services being provided within the District to maintain the public streets, sidewalks, and other public spaces under the administration of the Association;

WHEREFORE, the Association submitted Petitions of Approval for the adoption of the Plan to create the BID to the City;

WHEREFORE, the City has approved the formation of the BID;

WHEREFORE, the Parties mutually agree that by the City contracting for the base level services that the City provides within the District to the Association will allow for the more efficient and effective delivery of said services to the Downtown Norman community;

NOW THEREFORE, the Parties agree as follows:

1.0 **District Boundaries**. The Contract covers the entire area within the boundaries of the District. The Parties agree that the Association shall be responsible to provide the base-level services, as defined herein, within the entire boundaries of the District. A map of the entire District is attached as Exhibit “1.”

2.0 **Base Level Services**. The Parties agree that this Contract is limited to certain base-level services that the City has provided in the District. These base-level services include the following services at the locations specified herein:

(1) Maintenance and cultivation of the landscaped beds and trees along Main Street in the City rights of way;

(2) Minor maintenance and repair of irrigation and electrical systems; and

(3) Regular sanitary cleaning and power washing along Main Street, Gray Street and James Garner and on the side streets between Comanche and Gray Street within the District.

3.0. **Association Responsibility.** The Association hereby accepts responsibility to provide the Base-Level Services as defined in Paragraph 2.0. The Association shall provide these services no less often than the City was providing said services and consistent with the requirements in the Plan. The purpose of the Base Level Services shall be for the enjoyment, protection, and general welfare of the public; the promotion and enhancement of the District; and to satisfy the base level of services that has been provided by the City to the Downtown Norman community. The Association shall have responsibility to perform these Base-Level Services in a manner and quality that is satisfactory to the City, and shall coordinate (through its contractor where applicable) for the provision of enhanced services above and beyond the base-level services addressed herein. The City shall direct any complaints regarding the Base-Level Services to the Association's staff to ensure that any issues are timely addressed.

4.0. **Capital Services; Capital Projects; City Responsibility.** The Parties expressly agree and acknowledge that the City shall remain responsible to provide any services that require the use of capital equipment within the District. For example, street sweeping, and snow removal are services that require the use of capital equipment, and the City shall retain responsibility to provide such services. Furthermore, the City shall retain responsibility to make any capital improvements to public property within the District. Capital improvements shall be those projects that would normally be funded by the City's capital improvement monies. However, Association shall be solely responsible for the provision of services and infrastructure (including additional landscaping and trash receptacles) associated with the enhanced services and benefits to be provided per the BID Plan, and pursuant to Paragraph 3.0, shall coordinate with the City regarding the same. The City agrees to coordinate with the Association regarding the continued delivery of capital services and the priority of capital improvement projects within the District.

5.0. **Sources of Funding.** This Contract shall be funded by the City's general fund, which is the source of funding for the Base-Level Services addressed in this Agreement. As set forth in the Plan, the Parties have contemplated entering into this Agreement with the understanding that the City would provide the funding for these Base-Level Services within the District, subject to annual appropriation.

6.0. **Annual Funding.** The City shall pay the Association the funds necessary to provide the Base-Level Services. The Parties agree that the initial year cost to provide the Base-Level Services is Fifty-Seven Thousand Dollars (\$57,000) (the "Base Year Cost"). The BID commences on January 1, 2023. The City's fiscal year is from July 1 to June 30. As such, the City shall pay to the Association one-half of the first-year cost of \$57,000, which shall be to provide the Base-Level Services from January 1, 2023, to June 30, 2023. The City shall remit this payment by January 15, 2023. Thereafter, the City shall remit payment for the full fiscal year by July 31 of each fiscal year subject to an annual appropriation of funds sufficient for this purpose.

6.1. **Funding Adjustments.** The Parties agree that the Base Year Cost shall annually increase no less than the average Consumer Price Index ("CPI") for the most immediate twelve-month period before the commencement of each fiscal year during the term of the Bid. The Parties further acknowledge that the City has planned improvements in the District that

may result in additional Base Level Services being provided under this agreement. However, in no case shall the City become responsible for enhanced services contemplated by the Plan and to be provided by the Association, per paragraphs 3.0 and 4.0 above. Such additional Base Level Services may be added to this agreement upon mutual agreement of the parties and adequate appropriation of funds for such purpose by the City.

6.2. **General Provisions.** The Association shall not be responsible to provide any Base-Level Services for areas within the District for which the City is not providing any funding for such services.

7.0 **Term; Termination.** The Parties agree that the term of this Contract shall correspond with the life of the BID. The Parties further agree that the City shall annually consider an appropriation related to this Contract and specify the dollar amount that is to be funded for the Base-Level Services and whether any additional areas within the District should receive these services. The Parties shall work together in good faith and with reasonable diligence to agree upon the funding amount and services to be provided prior to the City’s annual action on this Agreement. Either Party may terminate this Agreement by providing sixty (60) days advance written notice to the other prior to the commencement of the next calendar year of the BID term. The commencement date of the BID is January 1, 2023 and shall continue thereafter for ten (10) years.

IN WITNESS WHEREOF, the parties have caused this Contract for Services to be executed and effective as of the date set forth above.

DOWNTOWN NORMAN BID ASSOCIATION (“ASSOCIATION”)

By: _____
President / Chair of the Association

ATTEST: _____
Secretary

Date: _____

CITY OF NORMAN, OKLAHOMA (“CITY”)

By: _____
Mayor Larry Heikkila

Attest: _____
Brenda Hall, City Clerk

Approved as to form and legality this ____ day of September, 2022.

Kathryn L. Walker, City Attorney