

**CITY OF STILLWATER
FRIENDS OF MULTI ARTS CENTER, INC.
OPERATIONS AGREEMENT**

THIS AGREEMENT, entered in to this 18th day of June, 2012 for the operation of programs and the use/maintenance of certain facilities, between the City of Stillwater, a municipal corporation, and the Friends of Multi Arts Center, Inc., a not-for-profit corporation.

WITNESSETH:

WHEREAS, the City of Stillwater ("Stillwater") is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, the Friends of Multi Arts Center, Inc. ("Friends") is a not-for-profit 501(c)(3) corporation organized under the laws of the State of Oklahoma; and

WHEREAS, Stillwater is the record owner of a parcel of land and building located at 1001 S. Duck Street, Stillwater, Oklahoma commonly known as the "Multi Arts Center"; and

WHEREAS, Stillwater and Friends recognize the need for programs related to arts education, display, exhibition, studio services, and other artistic endeavors; and

WHEREAS, Friends have agreed to provide said programs utilizing the Multi Arts Center facilities and equipment; and

WHEREAS, Friends agrees to operate the Multi Arts Center for said purpose; and

WHEREAS, by motion duly made, seconded, and passed by the Stillwater City Council on the 18th day of June, 2012, this agreement was approved and the execution thereof by the Mayor and attestation by the City Clerk was duly authorized; and

WHEREAS, by motion duly made, seconded, and passed by the Board of Directors of Friends of Multi Arts Center, Inc., on the 13th day of June, 2012, this agreement was approved and the execution thereof by the Chairman and attestation by the Secretary was duly authorized.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY OF STILLWATER AND FRIENDS OF MULTI ARTS CENTER, INC., DO HEREBY AGREE AS FOLLOWS:

1. **Operations:** Friends shall, during the term of this agreement, operate the Multi-Arts Center.

2. **Building and Premises; Equipment:** Stillwater shall grant Friends full and unrestricted access to and use of, the building and premises located at 1001 S. Duck

Street, Stillwater, Oklahoma, and all City-owned equipment therein, for the express and exclusive purpose of operating programs for the citizens of Stillwater related to arts education, display, exhibition, studio services, retail art sales, and other artistic endeavors or events, set forth in this agreement. Friends acknowledges that this agreement is merely a license to use said building, premises, and equipment, and not a lease. However, Friends is authorized to permit temporary use of the building and premises by artists for exhibits, events, shows and/or festivals. Friends shall not be authorized by this agreement to use said building, premises, or equipment for any other purpose.

3. **Maintenance; Alteration:** Friends shall provide all custodial care and/or maintenance of the building, premises and equipment. This shall include regular landscape maintenance, mowing and edging of all turf areas, weeding/trimming of flower beds and regular maintenance of trees and shrubs. Stillwater shall remain responsible for all repair and major maintenance of the building and premises, including, but not limited to, maintenance and repair of the roof, load bearing surfaces and/or structures, electrical system, mechanical system, and plumbing system (except for clogs that result from normal use and are unrelated to plumbing system or defect). Friends may make alterations and/or improvements to the building and/or premises with prior consent of Stillwater.

4. **Utilities:** Stillwater shall pay all charges for water, sewer, natural gas cost and transportation charge (not to exceed 900 MMBtu per year), electricity, telephone and/or other services and utilities used by Friends during the term of this agreement as such charges become payable and due. Friends acknowledges that all utility connections to the premises and building are designed to carry specific capacities and/or loads and agrees not to use said utility connections in a manner that will exceed such capacity and/or load rating. Friends further agrees to obtain consent from Stillwater before making any alteration to utility connections that would increase, diminish, or otherwise alter the capacity and/or load rating of any utility connection to the premises and building.

5. **Commencement of Operations:** Friends shall commence full operation of the Multi Arts facility on July 1, 2012. For purposes of this agreement, the term "full operation" shall mean that said Multi Arts Center is open to the public and programs related to arts education, display, exhibition, studio services, and other artistic endeavors are available a minimum of forty (40) hours per week throughout the year. Should Friends fail to commence full operation as set forth herein on July 1, 2012, the Commencement of Operations terms of this agreement will be renegotiated in good faith. If it is determined that Friends cannot commence full operation within a mutually acceptable period of time, then this agreement shall become null and void.

6. **Programming:** Friends shall conduct programs for the citizens of Stillwater related to arts education, display, exhibition, studio services, and other artistic endeavors. Said programs shall be offered in accordance with all federal and state anti-discrimination statutes and/or regulations and shall be apportioned in a manner that is inclusive of all age groups. Friends shall submit to the City Manager on a semi-annual basis a program schedule containing a brief description of upcoming events, classes and/or activities and the age groups to be served. Any amendment to this schedule shall be submitted to the City Manager by Friends before the class or activity is advertised. Friends shall also submit to the City Council an annual report of programs

and activities conducted under this agreement which shall include class attendance and estimates of public attendance at events.

7. **Personnel:** Friends shall provide all administrative, instructional and custodial personnel necessary to provide the programs authorized under this agreement. Said personnel shall be under the exclusive direction and control of Friends, and shall not be considered employees or agents of Stillwater under any circumstance. Any and all volunteers participating in programs authorized by this agreement shall likewise be considered under the exclusive direction and control of Friends and not employees or agents of Stillwater under any circumstance. Friends shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager. Friends may, at its option, make use of the Stillwater established background check program. If Friends uses the Stillwater background check program, Friends shall be responsible for all associated fees and costs.

8. **Equipment, Tools, Materials and Supplies:** Friends shall furnish all equipment, tools, materials and/or supplies necessary for it to conduct events, classes, and/or activities under this agreement.

9. **Term of Agreement; Compensation:** This agreement shall commence on July 1, 2012, and expire on June 30, 2017. The parties may mutually agree to extend this agreement for an additional five (5) year term, provided such agreement to extend is accepted by both parties no later than thirty (30) days prior to the expiration of this agreement. Subject to annual appropriation of funds, Stillwater shall pay to Friends the sum of Sixty Thousand Dollars (\$60,000.) as compensation for operation of the Multi Arts facilities and programs under this agreement. Payment will be made semi-annually through normal Stillwater payment processes upon receipt of an invoice from Friends and in accordance with the following schedule:

\$30,000 – July 1, 2012
\$30,000 – January 1, 2013

10. **Program Fees; Gallery Receipts:** Friends may charge a reasonable fee for any program offered under this agreement. Should friends elect to charge program fees, it shall submit a schedule of such fees to the City Manager for review and approval. Friends may retain one hundred percent (100%) of all proceeds received from program fees. Friends may also retain one hundred percent (100%) of all proceeds received from "gallery sales" or fees charged for space used on a temporary basis by artists for exhibits, events, shows and/or festivals. Friends shall retain records of all program fee and gallery sales receipts for the duration of this agreement and Stillwater shall have the right to audit such receipts at any time.

11. **Entry:** Stillwater shall have the right to enter the Multi Arts Center at any time, after reasonable notice to Friends, for purposes of inspection, maintenance, repair, or to make alterations, as it deems necessary. Stillwater expressly reserves the right to use, including rent, the Multi Arts Center in any manner it deems appropriate, provided such use does not unreasonably interfere with Friends' scheduled use of said facility. Stillwater shall not be liable for any damage or destruction of Friends' property, including equipment, tools, materials and/or supplies necessary for it to conduct events, classes, and/or activities under this agreement, in conjunction with any such use, that was not

reasonably secured by Friends prior to any other use of the premises or building authorized or sponsored by Stillwater. Stillwater shall assist Friends with securing the premises and/or building prior to permitting such use by others, which may include the placing of barricades to restrict access to certain portions of the premises or building.

12. **Insurance, Indemnity:** Friends shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and shall name the City of Stillwater, its officers, employees, and agents, as additional insured in such amounts, during the term of this agreement. Friends further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional act or negligence of Friends' officers, employees or agents while conducting operations authorized herein in or upon the premises or building during the term of this agreement. Further, if the premises and building or any part thereof is damaged by fire or other peril resulting from any act of negligence by Friends, its officers, employees, and agents, or invitees, Friends shall be responsible for any cost(s) of repair not covered by insurance. In addition to the foregoing, Friends shall maintain Workers' Compensation insurance in the statutory amounts. Friends shall provide proof of all insurance coverage mandated by this agreement to the City Manager before July 1, 2012, and shall thereafter provide such proof to the City Manager during the term of this agreement upon request.

13. **Signs:** Friends shall not affix nor otherwise place any sign on the exterior portion of the premises and building without first obtaining written consent from Stillwater. Stillwater may refuse consent to any proposed signage that is in Stillwater's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the premises and building. Friends shall repair all damage to the premises and building resulting from the attachment or removal of signs installed by Friends. Nothing in this provision shall be construed to prohibit Friends from utilizing existing signage and banner locations and altering the text and or symbols thereon as long as such alterations are specifically for the Friends' purposes as set forth herein.

14. **Default:** In the event Friends should default in the performance of any obligation hereunder on its part to be performed, Stillwater agrees to give Friends fifteen (15) days notice in writing of such default. Upon receipt of written notice of such default, Friends will work with Stillwater in good faith to correct issues that have caused said default and Friends shall have a period of ninety (90) days to take appropriate corrective action(s). In the event Friends shall fail to cure any default within the time allowed under this paragraph, Stillwater may declare this agreement ended and terminated by giving Friends written notice of such intention, and if possession of the building and premises are not surrendered, Stillwater may enter said premises and remove Friends from possession thereof. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any Friends default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

15. **Notice:** Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Stillwater: City Clerk/ City of Stillwater
723 South Lewis/P.O. Box 1449

Stillwater, Oklahoma 74076
Friends: President/ Friends of Multi Arts Center, Inc.
1001 S. Duck
Stillwater, Oklahoma 74074

16. **Waiver:** No waiver of any default of Stillwater or Friends hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or Friends shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

17. **Reports:** Unless otherwise provided, all reports required under this agreement shall be due on or before January 1, 2013 and June 30, 2013, and on January 1 and June 30, of each year thereafter that this agreement is in effect.

18. **Headings:** The headings used in this agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

19. **Governing Law:** This agreement is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.

20. **Termination:** This agreement is expressly terminable by either party providing one hundred eighty (180) days written notice to the other.

21. **Final Agreement:** This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both Stillwater and Friends.

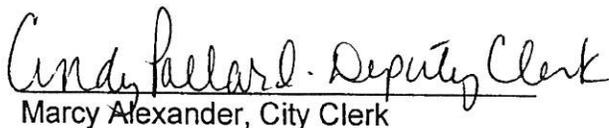
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.



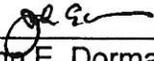
CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation


John Bartley, Mayor

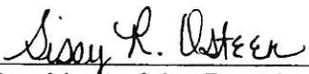
ATTEST:


Cindy Ballard, Deputy Clerk
Marcy Alexander, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 2 DAY OF July,
2012.


John E. Dorman, City Attorney

FRIENDS OF MULTI ARTS CENTER, INC.

By: 
President of the Board

(SEAL)
ATTEST:

Secretary

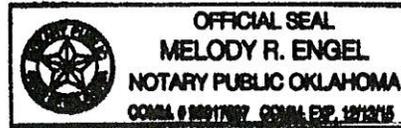
STATE OF OKLAHOMA)
) ss:
COUNTY OF PAYNE)

On this 2 day of July, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared SISSY R. OSTEEN, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Melody R. Engel
Notary Public

My Commission Expires: 12-13-15
My Commission No.: 99017897



**CITY OF STILLWATER
STILLWATER AREA SPORTS ASSOCIATION, INC.
OPERATIONS AGREEMENT**

THIS AGREEMENT, entered into this 9th day of September, 2013 for the operation of programs/events and the use/maintenance of certain facilities between the City of Stillwater, Oklahoma, a municipal corporation ("Stillwater"), and the Stillwater Area Sports Association, Inc., an Oklahoma not-for-profit corporation ("Association"),

WITNESSETH:

WHEREAS, Stillwater is the record owner of real property, buildings, structures, (collectively "facilities") and equipment identified in Exhibit "A," attached hereto; and

WHEREAS, Stillwater and Association have agreed to enter into a contract setting forth terms and conditions for Association operation of recreational and competitive sports programs and events on behalf of Stillwater at the facilities identified in Exhibit "A"; and

WHEREAS, by motion duly made, seconded, and passed by the Stillwater City Council on the 5th day of September, 2013, this agreement was approved and the execution thereof by the Mayor and attestation by the City Clerk was duly authorized; and

WHEREAS, by motion duly made, seconded, and passed by the Board of Directors of Stillwater Area Sports Association, Inc., on the ____ day of September 2013, this agreement was approved and the execution thereof by the Chairman and attestation by the Secretary was duly authorized.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND
THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET
FORTH, THE CITY OF STILLWATER AND STILLWATER AREA
SPORTS ASSOCIATION, INC., DO HEREBY AGREE AS FOLLOWS:**

1. Operation: Association shall on September 9, 2013, commence operation of recreational and competitive sports programs and events for Stillwater in accordance with the terms and conditions set forth in this agreement at the facilities identified in Exhibit "A," during the term thereof.

2. Scope: Association's duties and responsibilities under this agreement shall consist of the following, to wit:

- a. Establishing and implementing recreational and competitive sports programs and events for youth and adults.
- b. Management of said recreational and competitive sports programs and events, including without limitation, organization, registration and all other program related activities.
- c. Establishing and implementing fee structures for participation, entry, access, facility use/rental, and all sports related activities or programs.
- d. Routine maintenance and care of the facilities identified in Exhibit "A."

- e. Preparation of playing fields and appurtenant areas used for programs and events authorized by this agreement.
- f. Cleanup and removal of trash and debris generated by programs authorized under this agreement whether inside or outside of areas identified in the attached Exhibit "A."
- g. Concession operations.

3. Use of Facilities: Stillwater shall grant Association full and unrestricted access to and use of the facilities identified in the attached Exhibit "A," for the express and exclusive purpose of operating the programs and events authorized under this agreement.

Association acknowledges that this agreement is not a lease of the facilities identified in the attached Exhibit "A," and is merely a license to use said facilities in accordance with the purposes set forth in this agreement. Association shall be permitted to grant temporary use of individual playing fields or courts, buildings, structures, and/or equipment to other Stillwater organizations for sports related purposes, provided such access is granted pursuant to standard guidelines promulgated through the joint efforts of the Association and City Manager.

Association acknowledges that the facilities are publicly-owned, and that all playing fields and/or courts utilized by the Association under this agreement shall remain open and accessible by the general public when not in use by the Association.

Association shall not be authorized by this agreement to use the facilities identified in the attached Exhibit "A" for any other purpose.

4. Maintenance; Alteration: Association shall provide all routine maintenance and custodial care to the facilities identified in the attached Exhibit "A." This obligation shall include, without limitation, regular landscape maintenance, painting, field and court preparation, mowing and edging of all turf areas, weeding/trimming of flower beds and regular maintenance of trees and shrubs.

Stillwater shall remain responsible for all repair and major maintenance of the facilities, including, without limitation, maintenance and repair of roofs, load bearing surfaces and/or structures, electrical systems, field lighting, mechanical systems, and plumbing systems (except for clogs that result from normal use and are unrelated to a plumbing systems defect).

Association may make permanent alterations and/or improvements to the facilities with prior consent of the City Manager.

5. Utilities: Stillwater shall pay all charges for water, sewer, electricity, and trash collection used by Association during the term of this agreement as such charges become payable and due.

Association acknowledges that all utility connections to the facilities are designed to carry specific capacities and/or loads and agrees not to use said utility connections in a manner that will exceed such capacity and/or load rating. Association further agrees to obtain consent from the City Manager before making any alteration to utility connections

that would increase, diminish, or otherwise alter the capacity and/or load rating of any utility connection to the facilities.

6. Equipment, Materials, Supplies: Except as otherwise provided, Association shall furnish all equipment, tools, materials and/or supplies necessary to conduct the programs and events authorized under this agreement.

Stillwater shall transfer to the Association for its use during the term of this agreement all of the equipment identified in the attached Exhibit "B."

7. Entry: Stillwater shall have the right to enter the facilities at any time, after reasonable notice to Association, for purposes of inspection, maintenance, repair, or to make alterations, as it deems necessary.

Stillwater expressly reserves the right to use, including rent, the facilities in any manner it deems appropriate, provided such use does not unreasonably interfere with Association's scheduled use of said facilities. Stillwater shall not be liable for any damage or destruction of Association's property, including equipment, tools, materials and/or supplies necessary for it to conduct programs or events under this agreement, in conjunction with any such use, that was not reasonably secured by Association prior to any other use of the facilities authorized or sponsored by Stillwater. Stillwater shall assist Association with securing the facilities prior to permitting such use by others, which may include the placing of barricades to restrict access to certain portions thereof.

8. Programming: Programs and events authorized under this agreement shall be offered in accordance with all federal and state anti-discrimination statutes and/or regulations and shall be apportioned in a manner that is fully inclusive of all age groups and physical capabilities.

Association shall submit a program and event schedule to the City Manager on an annual basis. Association shall also submit to the City Council an annual report of programs and events conducted under this agreement which shall include participant counts and estimates of event attendance.

9. Personnel: Association shall provide all personnel necessary to conduct the programs and events authorized under this agreement. Said personnel shall be under the exclusive direction and control of Association, and shall not be considered employees or agents of Stillwater under any circumstance. Any and all volunteers participating in programs authorized by this agreement shall likewise be considered under the exclusive direction and control of Association and not employees or agents of Stillwater under any circumstance.

Association shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager. Association may, at its option, make use of the Stillwater established background check program. If Association uses the Stillwater background check program, Association shall be responsible for all associated fees and costs.

10. Purchasing; Subcontractors: Association shall follow Stillwater "Purchasing Manual" procedures and guidelines when acquiring goods or services pursuant this agreement.

All subcontractors hired by Association to perform functions authorized by this agreement shall be subject to the terms and conditions set forth herein.

11. Commencement of Operations: Association shall commence full operation of programs and events as set forth in this agreement on September 9, 2013. Stillwater shall continue operation of existing programs or events and maintenance of facilities until January 1, 2014, or until operation of such programs and events are fully assumed by association. Stillwater shall additionally provide all necessary non-financial assistance to Association to facilitate a complete transition of operations and maintenance responsibilities to Association by January 1, 2014.

Should Association fail to commence full operation as set forth herein, the commencement of operations terms of this agreement shall be renegotiated by the parties in good faith. If it is determined that Association cannot commence full operation within a mutually acceptable period of time, then this agreement shall become null and void.

12. Term of Agreement; Compensation: This agreement shall become effective September 9, 2013, and expire on June 30, 2018. The parties may mutually agree to extend this agreement for an additional five (5) year term, provided such agreement to extend is accepted by both parties no later than thirty (30) days prior to the expiration date thereof.

Stillwater and Association each acknowledge that one of the purposes of this agreement is to make the youth and adult sports program financially self-sustaining. However, said parties additionally acknowledge that a subsidy will be necessary during the initial year(s) of this agreement. Accordingly, Stillwater shall pay the Association an initial subsidy of seventy-five thousand dollars (\$75,000.00) on September 9, 2013. Thereafter, Stillwater shall make quarterly subsidy payments to Association in an amount to be determined by said parties, provided, that no such payment shall exceed the sum of seventy-five thousand dollars (\$75,000.00). Association acknowledges that all payments under this agreement are subject to annual appropriation by the Stillwater City Council.

Association shall submit quarterly reports to Stillwater setting forth operating expenses and revenue. Said reports shall be due on September 30, December 31, March 31, and June 30 of each year during which this agreement is in effect. The first quarterly report shall be due December 31, 2013.

Representatives from Association shall meet with the City Manager after the submission of each quarterly report to review Association's financial performance and to determine whether any additional operational subsidy is required for the upcoming quarter.

Should Stillwater and Association agree that an additional subsidy is necessary and the amount thereof, Association shall invoice Stillwater for such amount and Stillwater shall process payment through the normal remittance process.

The first four (4) quarterly subsidy payments shall be reduced by an amount equivalent to one-quarter (1/4) the cash value of any Stillwater-owned equipment identified in Exhibit "B" that is permanently transferred to the Association.

13. Program and Event Fees: Association may charge a reasonable fee for any program, or event offered under this agreement. Should Association elect to charge program/event fees, it shall submit a schedule of such fees to the City Manager for review and approval. Association may retain one hundred percent (100%) of all proceeds received from fees. Association shall retain records of all fees collected for the duration of this agreement and Stillwater shall have the right to audit such receipts at any time.

14. Annual Review: Stillwater and Association acknowledge that changing circumstances may necessitate periodic modification of this agreement and/or Exhibit "A." Accordingly, Stillwater and Association agree to jointly review said agreement and exhibit on or before July 1 of each year during the term thereof and to adopt necessary revisions and/or additions.

15. Insurance, Indemnity: Association shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and shall name the City of Stillwater, its officers, employees, and agents, as additional insured in such amounts, during the term of this agreement.

Association further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional act or negligence of Association officers, employees or agents while conducting operations authorized herein in or upon the premises, facilities, or buildings during the term of this agreement.

Further, if the facilities or any part thereof is damaged by fire or other peril resulting from any act of negligence by Association, its officers, employees, and agents, or invitees, Association shall be responsible for any cost(s) of repair not covered by insurance.

In addition to the foregoing, Association shall maintain Workers' Compensation insurance in the statutory amounts.

Association shall provide proof of all insurance coverage mandated by this agreement to the City Manager before September 9, 2013, and shall thereafter provide such proof to the City Manager during the term of this agreement upon request.

16. Default: In the event Association should default in the performance of any obligation hereunder on its part to be performed, Stillwater agrees to give Association fifteen (15) days' notice in writing of such default. Upon receipt of written notice of such default, Association shall work with Stillwater in good faith to correct issues that have caused said default and Association shall have a period of ninety (90) days to take appropriate corrective action(s).

In the event Association should fail to cure any default within the time allowed under this paragraph, Stillwater may declare this agreement ended and terminated by giving Association written notice of such intention, and if possession of the facilities are not surrendered, Stillwater may enter said facilities and remove Association from possession thereof.

Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any Association default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

17. Office, Records: Association shall maintain a local office easily accessible and open to the public during reasonable hours. Said office shall be maintained for all Association administrative and operational functions, including management, program and event registration, and maintenance of and public access to all records subject to disclosure under the Oklahoma Open Records Act, 51 O.S. §24.A.1, *et seq.*

18. Participant Dispute Resolution: Association shall establish within its by-laws processes for participants to present grievances and complaints regarding Association programs and events. Such process shall at minimum provide for notice and opportunity to be heard and appeal to the Association Board of Directors. Association shall provide a copy of said procedures to the City Manager on or before the effective date of this agreement and shall seasonably provide a copy of any revision(s) thereto during the term of this agreement.

Should a participant be unable to resolve a grievance or complaint involving a term or condition of this agreement through the Association process, said person may file a written complaint to the City Manager. Upon receipt of such a complaint, the City Manager shall provide a copy to the President of the Association Board of Directors and direct said person to provide a written response within ten (10) days of receipt thereof. Thereafter, the City Manager shall review said complaint and response, conduct any necessary investigation, and issue written findings along with a final disposition of the matter within thirty (30) days of receipt of the Association response. Should Association fail to comply with this process, it shall be considered in default and this agreement may be terminated immediately by Stillwater.

19. Notice: Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Stillwater: City Clerk/ City of Stillwater
723 South Lewis/P.O. Box 1449
Stillwater, Oklahoma 74076

Association: President/ Stillwater Area Sports Association, Inc.

Stillwater, Oklahoma 74074

20. Assignment: Association shall not assign this agreement or any part thereof without written consent from Stillwater.

21. Waiver: No waiver of any default of Stillwater or Association hereunder shall be implied from any omission to take any action on account of such default if such

default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or Association shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Reports: Unless otherwise provided, all reports required under this agreement shall be due on or before September 30, December 31, March 31, and June 30 of each year during which this agreement is in effect.

23. Headings: The headings used in this agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

24. Governing Law: This agreement is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.

25. Termination: This agreement is expressly terminable by either party providing one hundred eighty (180) days written notice to the other.

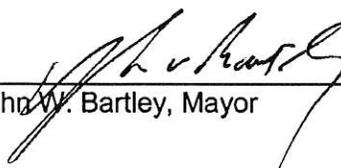
26. Final Agreement: This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both Stillwater and Association.

27. Severability: If any part of this agreement is determined to be unconstitutional or illegal by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

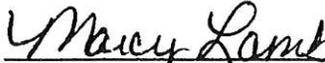
CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation





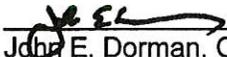
John W. Bartley, Mayor

ATTEST:



Marcy Alexander, City Clerk
Lamb

APPROVED AS TO FORM AND LEGALITY THIS 5 DAY OF SEPT., 2013.



John E. Dorman, City Attorney

STILLWATER AREA SPORTS ASSOCIATION,
an Oklahoma Not-for Profit Corporation



President of the Board of Directors

(SEAL)
ATTEST:

Secretary

**LAKE McMURTRY
OPERATIONS AGREEMENT**

This operations agreement is made and entered into on this **4th** day of **June 2012**, by and between the City of Stillwater, Oklahoma, a municipal corporation (Stillwater) and the Lake McMurry Friends, Inc., an Oklahoma non-profit corporation (LMF),

WITNESSETH:

WHEREAS, Stillwater is the owner of property and improvements generally located in Sections 15, 16, 17, 21, 22, 23, 26, 27, 28, 33, 34, and 35 Township 19 North, Range 1 East of the Indian Meridian, Noble County, Oklahoma, commonly known as "Lake McMurry,"; and

WHEREAS, Lake McMurry offers outdoor recreation for the benefit of the citizens of Stillwater; and

WHEREAS, LMF has offered and agreed to operate, manage, and maintain programming and facilities at Lake McMurry, more specifically described herein, for the benefit of the citizens of Stillwater.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS
HEREINAFTER SET FORTH, IT IS MUTUALLY AGREED BETWEEN STILLWATER AND
LMF, AS FOLLOWS:**

1. **Operations:** LMF shall operate, manage, and maintain facilities and programming at Lake McMurry. LMF's operation, management, and maintenance responsibilities under this agreement shall include:

- a. Facilities, buildings, grounds, trails, docks, camp grounds, and roads;
- b. Care, use, and operation of LMF owned equipment and Stillwater owned equipment on the premises used by LMF for its activities under this agreement;
- c. Concessions, including bait shops and sales, permit sales, and all recreation activities including camping, hiking, fishing, boating, hunting, biking, and related programs;
- d. Establishing and implementing fee structures for entry, access, and all activities or programs;
- e. Land leases, subject to Stillwater approval; and
- f. Capital improvements and facilities expansion, subject to the limitations set forth in Paragraph 14 of this agreement.

2. **Exclusions, Scope of Agreement:** This agreement shall not include operation, management, or maintenance of the Lake McMurry Dam, the Stillwater Pistol and Rifle Club lease or Stillwater Police Department Gun Range area. LMF acknowledges that this agreement is only for the operation, management, and maintenance of Lake McMurry, and is not a lease, nor does it entitle LMF to exclusive possession of the premises.

3. **Term:** This agreement shall commence on July 1, 2012, and expire on June 30, 2017. The parties may mutually consent to extend this agreement for an additional five (5) year term, provided such extension is accepted by both parties no later than May 31, 2017. Continuation of this agreement after June 30, 2013, is subject to, and contingent upon, annual City Council appropriation of funds for the purposes set forth herein.

4. **Commencement of Operations:** LMF shall enter and commence operations as provided herein on July 1, 2012. Provided, however, Stillwater shall continue existing operation, management and maintenance of Lake McMurry until LMF reaches full employee staffing levels on or before August 1, 2012. Stillwater shall provide LMF with keys to all gate and door locks on or before said commencement date.

5. Hours of Operation: Lake McMurtry shall be open to the public on a daily basis, between dawn to dusk, subject to seasonal adjustment and/or closure for inclement weather or public safety. LMF shall conspicuously post the hours of operation at all points of entry onto the Lake property.

6. Personnel: LMF shall provide all personnel necessary to operate, manage, and maintain Lake McMurtry in accordance with this agreement. Said personnel shall be under the exclusive direction and control of LMF, and shall not be considered employees or agents of Stillwater under any circumstance. Any and all volunteers utilized by LMF in the execution of this agreement shall likewise be considered under the exclusive direction and control of LMF and not employees or agents of Stillwater under any circumstance. LMF shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager. LMF may, at its option, make use of the Stillwater established background check program. If LMF uses the Stillwater background check program, LMF shall be responsible for all associated fees and costs.

7. Security, Fire Protection: Stillwater shall retain police and fire protection jurisdiction at Lake McMurtry during the term of this agreement. Neither LMF nor its employees shall have any law enforcement authority at Lake McMurtry and shall limit such activities to observation and reporting of violations of laws, ordinances, and/or posted rules and regulations to Stillwater. LMF may, however, construct or install security enhancements such as gates, alarm systems or cameras on the Lake property, provided that duplicate keys or access codes are provided to the City Manager.

8. Equipment, Tools, and Supplies: LMF shall furnish all equipment, tools, and/or supplies necessary for it to operate, manage, and maintain Lake McMurtry in accordance with this agreement.

9. Utilities: Stillwater shall maintain all septic systems existing on the effective date of this agreement. Stillwater shall additionally provide at no charge weekly trash pickup from two (2) centralized locations (one on each side of the lake) and water service.

10. Allocation of Revenue: LMF shall retain one hundred percent (100%) of all revenue generated by Lake McMurtry user fees and concessions during the term of this agreement. Said revenues shall be used by LMF to fund operations, management, and maintenance under this agreement. All excess user fee and concession revenue collected by LMF under this agreement shall be deposited in a designated fund to pay for capital improvements at Lake McMurtry.

11. Operational Subsidy Payment: Stillwater and LMF each acknowledge that one of the purposes of this agreement is to make Lake McMurtry a financially self-sustaining recreational facility. However, said parties additionally acknowledge that some form of subsidy will be necessary during the initial year(s) of this agreement. Accordingly, Stillwater shall fund LMF's operation, management and maintenance activities during FY 2013 as follows:

- a. Stillwater shall make an initial payment of \$62,500 to LMF on July 1, 2012 for the operational services described in Paragraph 1 of this agreement.
- b. LMF shall submit quarterly reports to Stillwater during FY 2013 setting forth operating expenses, revenue, and capital improvement expenditures to date. Said reports shall be due on September 30, 2012, December 31, 2012, March 31, 2013, and June 30, 2013.
- c. Representatives from LMF shall meet with the City Manager or designee(s) after the submission of each quarterly report to review LMF's financial performance and to determine whether any additional operational subsidy is required for the upcoming quarter.
- d. Should Stillwater and LMF agree that an additional subsidy is necessary and the amount thereof, LMF shall invoice Stillwater for such amount and Stillwater shall process payment through normal remittance processes.

- e. The operational subsidy payment to LMF shall not exceed the aggregate sum of \$250,000 for FY 2013; no single quarterly payment shall exceed \$62,500.

Representatives from LMF shall meet with the City Manager or designee(s) prior to the submission of the FY2014 City of Stillwater Budget to determine whether any additional subsidy will be necessary for FY 2014, and the amount thereof. The parties further agree to repeat this process for each subsequent fiscal year during the term of this agreement. LMF acknowledges that any subsidy agreed to under this process is subject to annual appropriation of funds by the City Council.

12. Annual Reporting: Beginning July 1, 2013, and each year thereafter, LMF shall submit a financial report of the previous fiscal year to the City Council during a regular Council Meeting. Said report shall be due on or before September 30 of each year, and shall, at minimum, contain the following details:

- a. Operating expenses
- b. Revenue
- c. Capital improvement expenditures and end of fiscal year balance in the capital improvement fund.

13. Audit: LMF shall maintain all records of financial transactions conducted pursuant to this agreement for a period of five (5) years. Stillwater shall have the right to audit said financial records at any time during the term of this agreement upon request. LMF acknowledges that these financial records are public documents subject to disclosure under the Oklahoma Open Records Act, 51 O.S. §24A, *et seq.*

14. Capital Improvements, Alterations: LMF may make capital improvements, including the construction of new or alteration of existing buildings or structures on Lake McMurtry with the consent of Stillwater. LMF acknowledges that any such construction exceeding \$50,000 in value is subject to competitive bidding under the Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.* LMF agrees to comply with said Act.

15. Insurance, Indemnity: LMF shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and shall name the City of Stillwater, its officers, employees, and agents, as additional insured in such amounts, during the term of this agreement. LMF further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional act or negligence of LMF's officers, employees, volunteers or agents while conducting operations authorized by this agreement during the term thereof. LMF further agrees to hold harmless and indemnify Stillwater, its officers, employees, and agents or invitees from all fines, suits, proceedings, claims, demands, actions, loss, expense from liability of any kind whatsoever (including but not limited to attorney fees and costs incurred in litigation) and from any whomsoever asserting the same arising or growing out of or in any way connected with the LMF's management and operation of its organization and service. LMF shall immediately report all accidents or serious injuries occurring at Lake McMurtry to the City Manager. LMF shall maintain Workers' Compensation insurance in the statutory amounts. LMF shall provide proof of all insurance coverage mandated by this agreement to the City Manager before July 1, 2012, and shall thereafter provide such proof to the City Manager during the term of this agreement upon request.

16. Entry: Stillwater shall have the right to enter the premises at any time and from time to time to examine the same or to make alterations and repairs, or for any purpose which it may deem necessary for the operation or maintenance of the Lake. Stillwater shall notify LMF in writing of all alterations and repairs performed. Stillwater specifically retains the right to use the above-described property in any way it desires which will not unreasonably interfere with LMF's use of said property.

17. Fee Schedules: LMF shall establish an annual schedule of user fees for Lake McMurtry patrons. Said schedule shall be submitted by LMF to the City Manager for review and approval by July 1, 2012, and on or before the same date each subsequent year of this agreement.

18. Legal Compliance, Permits: LMF shall comply with all applicable laws, regulations, ordinances and codes of federal, state and local governments in its execution of this agreement. LMF shall apply for and secure any and all licenses and permits necessary to complete its responsibilities under this agreement.

19. Default: In the event of a default made by LMF regarding any covenant or condition of this agreement and upon receipt of written notice thereof, Stillwater and LMF will work together in good faith to correct issues that have caused said default and LMF shall have a period of one hundred eighty (180) days to take appropriate corrective actions. In the event LMF shall fail to cure any default within the time allowed under this paragraph, Stillwater may declare the agreement ended and terminated by vote of the City Council. Stillwater shall provide LMF a written notice of its election to so terminate, which said notice shall be served at least sixty (60) days prior to the effective date of such termination. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any LMF default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

20. Non-Discrimination: LMF shall operate and manage Lake McMurtry in accordance with all federal and state anti-discrimination statutes and laws and shall not deny access to any person based on race, ethnicity, national origin, gender, familial status, age, disability or any other protected status.

21. Change of Status: LMF shall immediately report to Stillwater any change in its "not for profit corporation" status.

22. Notice: Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

City Clerk
City of Stillwater
Post Office Box 1449
Stillwater, Oklahoma 74076

Lake McMurtry Friends, Inc.
324 S. Husband Street, Suite 101
Stillwater, Oklahoma 74074

23. Waiver: No waiver of any default of Stillwater or LMF hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or LMF shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Headings: The headings used in this agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

25. Governing Law: This agreement is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.

26. **Termination:** This agreement is expressly terminable by either party providing one hundred eighty (180) days written notice to the other.

27. **Final Agreement:** This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both Stillwater and LMF.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LAKE MCMURTRY FRIENDS, INC.,
an Oklahoma Not-For-Profit Corporation



ATTEST:

SECRETARY

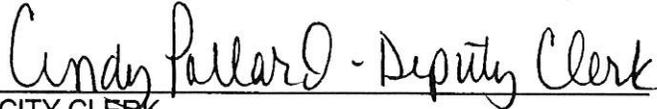


CITY OF STILLWATER, OKLAHOMA,
A Municipal Corporation



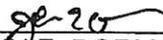
JOHN W. BARTLEY, MAYOR

ATTEST:



CITY CLERK

Approved as to form and legality this 18 day of Jan, 20 12.



JOHN E. DORMAN, CITY ATTORNEY

AGREEMENT
BETWEEN THE CITY OF STILLWATER
AND
PAYNE COUNTY YOUTH SERVICES, INCORPORATED

THIS AGREEMENT entered into on this 12th day of September, 2016, between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as "CITY" and Payne County Youth Services, Inc., hereinafter referred to as "PCYS".

WITNESSETH:

WHEREAS, CITY and PCYS recognize the need for the continued operation of a community center which will provide the necessary counseling, guidance and education for troubled adolescents and their parents or guardians, and to operate, care for, and maintain a youth shelter for temporary housing and board which shall be for the benefit and public good of all citizens of the City of Stillwater, Oklahoma; and

WHEREAS, CITY agrees to assist PCYS in the operation of said community center, it being a public purpose and in the best interest of the general public to do so.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CITY and PCYS agree as follows:

I.

CITY shall pay to PCYS the total sum of FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00), said sum to be used for the public purposes set out herein.

II.

PCYS shall, provide and maintain room at the shelter and accept youth who are eligible for placement in the shelter who are delivered to the shelter by the Stillwater Police Department and shall provide a safe place at the shelter for Stillwater children in times of crisis and help prevent their exposure to possible violence in the family.

III.

All activities authorized by this Agreement will be performed in accordance with an approved work program, the approved budget, the grant conditions, and all relevant federal and state laws and regulations, as well as the Stillwater City Code.

IV.

PCYS agrees to submit to CITY such reports as may be required by all relevant federal and state laws and regulations, as well as the Stillwater City Code, including reports and receipts and expenditures, to include copies of all claims and project development.

PCYS also agrees to prepare and retain and permit CITY to inspect as CITY deems necessary the following records: All records pertaining to the present and planned projects of PCYS as well as all other records that may be required by relevant federal or state statutes and regulations, with the exception of confidential client information.

PCYS further agrees that CITY may carry out monitoring and evaluation of the PCYS'S employees and Board Members in such efforts.

V.

CITY may, from time to time, request changes in the scope of services to be performed by PCYS under this Agreement. Such changes, including any increase or decrease in the amount of PCYS'S compensation during the term of this Agreement which are mutually agreed upon by and between CITY and PCYS, must be incorporated in written amendments to this Agreement.

VI.

PCYS will perform all bookkeeping duties, including disbursements, in a manner acceptable to the City of Stillwater.

PCYS must pay its audit fee and the audit must be performed by an approved auditor.

The City's Auditor or designee shall be allowed to review compliance with the contractual terms related to the use of City funds at any time during the contract period and/or subsequent to the closing of the contract period.

VII.

The term of this Agreement shall commence on July 1, 2016 and shall end on June 30, 2017, unless terminated before said date as set forth herein.

VIII.

CITY, by giving reasonable written notice, specifying the effective date, may terminate this Agreement in whole or part for cause which will include:

1. Failure, for any reason, of PCYS to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with attached conditions, and such statutes or directives at any time;
2. Submission by PCYS to CITY of reports that are incorrect or incomplete in any material respect;

3. Ineffective or improper use of funds provided under this Agreement; and

In the event of any termination of all property and finished and/or unfinished documents, studies, and reports purchased or prepared by PCYS under the Agreement shall be disposed of according to relevant federal and state laws and regulations, as well as the Stillwater City Code, and PCYS shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement.

Notwithstanding the above, PCYS will not be relieved of liability to CITY for damages sustained by CITY by the virtue of any breach of the Agreement by PCYS and CITY may withhold any reimbursement to PCYS for the purpose of set-off until such time as the exact amount of the damage due CITY from PCYS is agreed upon or otherwise determined.

In the event of termination, PCYS shall refund to CITY a pro-rata portion of the monies paid hereunder in proportion to the amount of the fiscal year that has passed at the effective date of termination, provided, however, that PCYS shall not be entitled to retain any portion of monies paid hereunder that have not been expended for the purposes set forth in this Agreement.

IX.

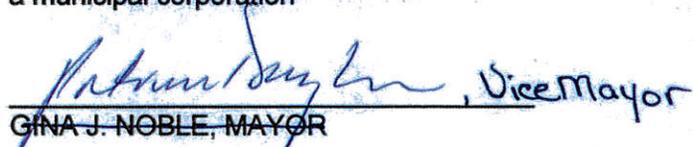
PCYS has full authority to hire and fire employees within bounds established by its personnel policies, and the employees of PCYS are not the agents, servants or employees of CITY.

X.

PCYS shall indemnify and hold harmless CITY and its governing board, officers and employees from all claims, expenses and liability, arising out of negligent acts, errors or omissions of PCYS and its employees, including claims made by employees of PCYS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF STILLWATER, OKLAHOMA
a municipal corporation


GINA J. NOBLE, MAYOR



(SEAL)
ATTEST:


ELIZABETH CHRZ, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 13th DAY OF September, 2016.

[Signature]
JOHN E. DORMAN, CITY ATTORNEY

PAYNE COUNTY YOUTH SERVICES, INC.

[Signature]
President/Chairman

(SEAL)
ATTEST:

SECRETARY

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public, in and for said county and state, on this 13th day of ~~NOV~~ Sept, 2016, personally appeared Darrin Wilson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its chairman and acknowledged to me that he executed the same as A free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

My Commission Expires: 10/5/16
My Commission Number: 04009062

[Signature]
Notary
ANDREA DRAIN-LANGSTON
Notary Public - State of Oklahoma
Payne County
Commission # 04009062
My Commission Expires October 05, 2016

**AGREEMENT
STILLWATER ECONOMIC DEVELOPMENT AUTHORITY
STILLWATER CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT SERVICES
Fiscal Year 2017**

THIS AGREEMENT is made and entered into this 19th day of September, 2016 between the Stillwater Economic Development Authority, ("SEDA") and the Stillwater Chamber of Commerce ("Chamber").

WITNESSETH:

WHEREAS, local economic development is a legally recognized public and municipal purpose; and

WHEREAS, the City of Stillwater and Stillwater Chamber of Commerce have a long-standing relationship as economic development partners; and

WHEREAS, the Stillwater area has experienced economic growth and stability from establishment of new industrial and commercial enterprises, creation and retention of jobs, and expansion of the tax base, because of this relationship; and

WHEREAS, it is in the best interest of the community for this partnership to continue,

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND CONDITIONS STATED HEREIN AND THE MUTUAL BENEFITS THAT ACCRUE TO EACH OF THE PARTIES HERETO, THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY AND STILLWATER CHAMBER OF COMMERCE DO HEREBY AGREE AS FOLLOWS:

1. Scope of Services: Chamber shall during the term of this agreement develop and implement programs designed to accomplish the following:

- (a) Serve as Stillwater's first point of contact for economic development services and collaborate with City staff as may be necessary in order to provide a timely responses to inquiries from potential new businesses.
- (b) Produce materials that market and promote the City including a website and information packets for prospective businesses.
- (c) Conduct a Business Retention and Expansion program to support existing Stillwater area businesses with efforts to maintain a competitive market position; to secure ongoing operations and employment levels; and to facilitate growth and expansion opportunities.
- (d) Conduct business recruitment strategies to bring high paying jobs consistent with Stillwater's workforce demographic.
- (e) Participate in regional and statewide cooperative marketing programs that provide access to business intelligence data bases and joint recruitment opportunities.

(f) Offer educational programs and access to resource providers to assist small businesses and entrepreneurs.

(g) Offer a Shop Local Initiative to Stillwater retailers to retain retail sales and tax revenue in the community.

2. Term: This agreement shall become effective July 1, 2016 and expire June 30, 2017 unless extended in writing by the parties prior to the expiration date thereof.

3. Compensation: SEDA shall pay Chamber the sum of two hundred fifty thousand dollars (\$250,000.00) for the services to be rendered herein. Said compensation shall be paid in two (2) semi-annual installments of one hundred twenty-five thousand dollars (\$125,000.00), the first being due on July 1, 2016 and the second due January 1, 2017. Chamber acknowledges that all funds received by it under this agreement shall be used as set forth herein and for no other purpose. Disbursement of funds due January 1, 2017, shall be contingent upon Chamber submission of preliminary performance appraisal as set forth in Section 4 of this Agreement.

4. Reports: Chamber shall provide written monthly reports to the SEDA General Manager describing the activities and related expenditures for the categories of programs and initiatives set forth above. Chamber shall make public presentations of its activities to SEDA or the City Council upon request.

The parties agree that Chamber performance of the deliverables identified in Section 2 of this Agreement shall be evaluated in accordance with the industry-recognized metrics set forth in *Making it Count: Metrics for High Performing EDO's February 3, 2014*, developed by the International Economic Development Council. Immediately upon final execution of this Agreement, the SEDA General Manager and the Chamber Executive shall meet and identify the specific metrics to be utilized in from said source in the evaluation of Chamber performance under this Agreement. The selected criteria shall be submitted to the Chamber Board of Directors and SEDA Trustees for review and approval prior to implementation. Once adopted, Chamber shall prepare and submit to SEDA no later than August 31, 2017, an annual report utilizing these evaluation metrics. Said annual report shall also include a year-end accounting of all funds received and expended by Chamber under this Agreement.

5. Ownership: All material created by Chamber which has been specifically requested by and developed on behalf of SEDA under this Agreement, regardless of form, including, but not limited to, trademarks, logos, tag lines, and marketing slogans identifying "Stillwater," shall be considered the sole and exclusive property of SEDA. In the event that material, which is the subject of this Agreement, is copyrightable subject matter, Chamber and SEDA agree that for the purposes of this Agreement, such material shall be deemed a "work made for hire" as defined in § 101 of the Copyright Act (Title 17 United States Code), and shall be owned by SEDA.

6. Recordkeeping: Chamber shall make all books and financial records concerning funds expended under this Agreement available to SEDA for inspection, review and audit, upon request. Chamber acknowledges that all books and financial records related to this Agreement are considered public documents under the Oklahoma

Open Records Act, 51 O.S. §24A, *et seq.*, and shall timely comply with any lawful request for disclosure of documents proffered under said Act.

7. Personnel: Chamber shall provide all personnel necessary to operate, manage, and maintain services in accordance with this Agreement. Said personnel shall be under the exclusive direction of Chamber, and shall not be considered employees or agents of the City or SEDA under any circumstance. Any and all volunteers utilized by Chamber shall likewise be considered under the exclusive direction of Chamber and not employees or agents of the City or SEDA under any circumstance. In this connection, should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of Chamber, the same shall be considered the sole and exclusive liability of Chamber. Chamber shall maintain Worker's Compensation Insurance at all times that its employees are performing work or providing services for Chamber, or are otherwise subject to and/or are covered by said Worker's Compensation Act.

8. Indemnity: Chamber shall indemnify SEDA and/or the City of Stillwater and hold said entities harmless from any and all claims, suits, demands and/or causes of action resulting from any act or failure to act, including negligence, of any Chamber official, employee, agent, volunteer or servant in the administration or execution of this Agreement.

9. Legal Compliance, Permits: Chamber shall comply with all applicable laws, regulations, ordinances and codes of federal, state and local governments in its execution of this Agreement. Chamber shall apply for and secure any all licenses and permits necessary to complete its responsibilities under this Agreement.

10. Default: In the event SEDA should determine that Chamber is in default in regard to the performance of its obligations as required pursuant to this Agreement, SEDA agrees to give Chamber fifteen (15) days' notice in writing of such default. Upon receipt of written notice of such default, SEDA and Chamber will work together in good faith to correct any issues that have caused said default and Chamber shall have a period of sixty (60) days to take appropriate corrective action(s). In the event Chamber shall fail to cure any default within the time allowed under this paragraph, SEDA may declare this Agreement null and void and terminate same by giving Chamber written notice of such intention. SEDA shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any Chamber default, either in law or equity. SEDA shall use reasonable efforts to mitigate its damages. Provided, that SEDA shall remain obligated to honor and remit payment for appropriate invoices submitted under the terms of this Agreement until such time as this Agreement is terminated

11. Non-Discrimination: Chamber shall manage its operations in accordance with all federal and state anti-discrimination statutes and laws and shall not deny access to any person based on race, ethnicity, national origin, gender, familial status, age, disability or any other protected status.

12. Change of Status: Chamber shall immediately report to SEDA any change in its legal or corporate status.

13. Notice: Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

City/SEDA:
City Clerk/City of Stillwater
723 South Lewis/P.O. Box 1449
Stillwater, Oklahoma 74076

Chamber:
Stillwater Chamber of Commerce
409 South Main Street
Stillwater, Oklahoma 74074

14. Assignment: This agreement is not assignable.

15. Audit: Chamber shall maintain all records of financial transactions conducted pursuant to this Agreement for a period of five (5) years. SEDA shall have the right to audit said financial records at any time during the term of this Agreement upon request, and reasonable notice, irrespective of any reporting requirements set forth in Paragraphs 4 and 6.

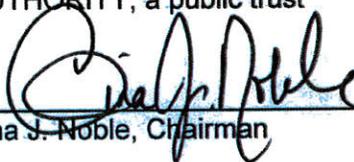
16. Governing Law: This agreement is governed by and subject to the laws of the State of Oklahoma.

17. Agreement Amendments: Requests for changes may be made jointly or by only one party at any time. Requests for financial changes shall be made during the budget process. Any such request shall require written approval of same by both parties.

18. Entire Agreement: This document represents the entire agreement between the parties. Any promise or representation made by officers, employees or agents of the parties hereto not expressly contained herein is null and void and shall not be considered a part of this agreement.



STILLWATER ECONOMIC DEVELOPMENT
AUTHORITY, a public trust


Gina J. Noble, Chairman

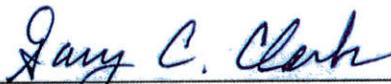
ATTEST


Elizabeth Chrz, Trust Secretary

APPROVED AS TO FORM AND CONTENT:


John E. Dorman, General Counsel

STILLWATER CHAMBER OF COMMERCE
a non-profit corporation



Gary Clark, Chairman
Board of Directors

ATTEST:



Secretary

Stillwater Chamber of Commerce Economic Development Metrics

| Drivers | Measures | Annual Goal | First Quarter | Second Quarter | Third Quarter | Fourth Quarter | Totals Y-T-D | Goal Completion Status |
|--|--|------------------------|---------------|----------------|---------------|----------------|--------------|------------------------|
| Business Retention and Expansion | Business Retention and Expansion visits | | | | | | | |
| | Businesses assisted | | | | | | | |
| | Businesses expanded | | | | | | | |
| | New jobs announced (full time, part-time) | | | | | | | |
| | Average wage of new jobs | | | | | | | |
| | Capital investments announced | | | | | | | |
| | Incentives awarded | | | | | | | |
| | Training programs provided | | | | | | | |
| | "Buy Local" campaign activities | | | | | | | |
| | Business Attraction and Marketing | Requests for proposals | | | | | | |
| Proposals submitted | | | | | | | | |
| General business assistance requests | | | | | | | | |
| Cumulative active prospects | | | | | | | | |
| Prospect visits | | | | | | | | |
| Businesses attracted to the region | | | | | | | | |
| Jobs attracted (full time, part time) | | | | | | | | |
| Total number of new development projects | | | | | | | | |
| Total value of new development projects | | | | | | | | |
| Wages/salaries of jobs attracted (average) | | | | | | | | |
| Incentives awarded (projects) | | | | | | | | |
| Targeted marketing projects | | | | | | | | |
| Business Creation and Entrepreneurship | Contacts made by small businesses | | | | | | | |
| | Startup business requests for assistance | | | | | | | |
| | Referrals to other resource providers | | | | | | | |
| | New business starts/Businesses created | | | | | | | |
| | New jobs announced (full time, part time) | | | | | | | |
| | Average wage of new jobs | | | | | | | |
| | Total capital investments announced | | | | | | | |
| | Events/programs provided | | | | | | | |
| Real Estate and Industrial Use | Availability of shovel-ready sites | | | | | | | |
| | Vacancy rates - commercial | | | | | | | |
| | Vacancy rates - industrial | | | | | | | |
| | Availability of certified sites | | | | | | | |
| | Average value of commercial/industrial property | | | | | | | |
| | Average cost of commercial/industrial construction/sq. ft. | | | | | | | |
| Goal Completion Status | | | | | | | | |
| On track for reaching goal/or goal met | | | | | | | | |
| Concern for reaching goal | | | | | | | | |
| Not reaching goal | | | | | | | | |