



CITY OF
Tulsa
A New Kind of *Energy*™

**CITY OF TULSA
FINANCE DEPARTMENT**

**REQUEST FOR PROPOSAL
TAC-969**

***FOR
Operation of Owen Recreation Center***

NIGP CODE (s)

961-68

918-75

Submit proposals to:
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103

I. STATEMENT OF PURPOSE:

The City of Tulsa's Park and Recreation Department (Park and Recreation Department) is seeking a qualified operator (Operator) for the Owen Park Recreation Center as more fully described in Exhibit A attached hereto and incorporated herein by this reference (Center). The main goal for Operator is to enhance public offerings to meet the mission and goals of the City. The Tulsa Park and Recreation Department is interested in a relationship with Operator which involves cooperation among the Operator and City, bringing resources together to provide recreational services.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, March 7, 2012 Central Daylight Time**. Please place proposals in an envelope or box clearly labeled "**RFP TAC-969 Operation of Owen Recreation Center. Faxed or emailed Proposals will not be accepted.**"
2. Proposals should be sent to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
3. All interested respondents are required to register with the Buyer, Darla Harvey, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. **Inquiries to the Buyer requesting clarification** regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **February 22, 2012**.

Darla Harvey, Buyer
darlaharvey@cityoftulsa.org
Phone: 918-596-7553
FAX: 918-699-3086

5. Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered respondents as quickly as possible by addendum.
6. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the respondent's behalf.
7. **Applicants wishing to tour the Center should do so by February 22, 2012. To make an appointment for a tour, call 918-596-7851.** Any questions as a result of this tour must be directed to the Buyer, Darla Harvey, in writing via email address given above. Communication with anyone other than the Buyer during the sealed proposal process could result in your response being rejected.

B. General Notifications

1. The City of Tulsa notifies all possible respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. All respondents shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.
3. All respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the respondent is not a program or activity of the City of Tulsa. The respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the respondent. Under no circumstances will the respondent conduct any activity which it deems to not be in compliance with the ADA.”

4. The City of Tulsa also notifies all respondents that the City has the right to modify the proposal and final selection of work product requirements as needed.
5. Although it is the City's intent to choose only the most qualified respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.
7. City reserves the right to waive any formalities or minor irregularities, defects or errors in the proposals.
8. Proposals may be rejected if you are currently in default to City on any other contract or have an outstanding indebtedness of any kind to the City.

III. SCOPE OF WORK

The mission of the Park and Recreation Department is to provide services and facilities to citizens that will improve their quality of life and meet their recreational, educational and cultural needs and desires. As a result of budget constraints, the City is not presently able to staff and operate Owen Recreation Center and is looking to partner with a non-profit organization to compliment the Park and Recreation Department's mission and provide much needed services to the citizens of Tulsa. The Operator will be responsible for compliance with all, state, federal and local laws and regulations. All maintenance will be the responsibility of the Operator. Operator shall maintain Center so that it remains in the same or better condition than at time of Center agreement.

The Operator will be responsible for managing the Center to provide non-religious recreational and educational programs to the public, including providing the staffing, program supplies and equipment, upkeep of the Center, and paying all utility and security costs. The Operator's offered activities must be suitable for and compatible with the surrounding neighborhood.

The Requirements.

1. Operator must provide non-religious recreational and educational programs to the public. Examples of these activities include: sports and exercise programs (such as volleyball, basketball and open gym); performing and visual arts; personal health and lifestyle classes; and support meetings or community meetings.

2. Operator must provide all program equipment and supplies necessary to perform the activities and manage the Center. Before Operator begins operating out of the Center, City will provide an inventory of the Center's equipment or other property that Operator may use in the course of its activities. However, Operator will be required to maintain, repair or replace City's equipment or other property that is damaged, lost or

stolen.

3. Operator must provide all staff and personnel necessary to perform the activities and manage the Center. Operator must ensure that its staff and personnel (including temporary employees or volunteers) are qualified and competent to perform the assigned tasks, including the completion of a drug test, and background check at Operator's sole cost, and are acceptable to City. Operator will provide a copy of the background checks to the Park and Recreation Department on a yearly basis.

4. Operator must pay 100% of all utility deposits and expenses for Center and its operation. These include costs for electricity, water, sewer, gas, trash, telephone, fax, security alarm systems, glass repair, cable and/or internet services, including any associated equipment costs. All utility accounts must be in Operator's name. Operator must transfer all utility services to its name and pay deposit in full before it will be allowed to occupy the Center. Historical utility information is provided for informational purposes only and is attached as Exhibit C hereto. Upon submission of Operator's proposal, Operator must provide the City the amount of the deposit required by each utility.

5. Operator may be allowed to sell concessions per Tulsa Health Department standards, charge participants activity fees or rent space for certain events so long as such events, rates and fees are approved by City in advance. All proceeds from the programs, activities, concessions and rentals must be deposited no less than weekly into a separate bank account maintained by Operator. Such proceeds must be used solely for operation of the Center, including the programs, activities, maintenance, equipment and improvements. City shall have the right, at any time, to audit Operator's procedures, books, records, bank statements or other documents that it might request.

6. Operator must provide to the Park and Recreation Department a monthly report, due by the tenth (10) day of the following month and on the form provided by City, that details the activities and programs that have occurred, attendance, income, receipts and expenditures within that month.

7. Operator must provide all of its own office equipment, including but not limited to telephones, computers, fax machines, photocopiers, etc.

8. Operator must provide custodial services for the Center, achieving minimum standards as provided by the Park Department. Operator must provide all paper and cleaning products necessary for Center's cleaning and daily maintenance. Operator must provide all light bulbs required, except City will change the light bulbs in the gymnasium when needed and requested. Operator must also maintain the outside premises of the Center, picking up all trash on the property or within fifty (50) feet of the building. Graffiti must be removed within 48 hours. Operator must provide pest control for the Center.

9. Operator is responsible for any security at the Center, such as security guards or security alarm systems. Operator is responsible for all false alarms, including any fines.

10. Operator must obtain at its own expense and keep in effect during the term of

this Agreement (including any renewal periods) policies of General Liability insurance, including product liability and automobile coverage if automobiles will be used (including personal automobiles), in the minimum amounts set forth below and Workers' Compensation and Employers Liability insurance in the statutory limits required by law:

General Liability:	
Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation and Employer's Liability	Statutory limits
Automobile Liability:	
Bodily Injury and Property Damage, Combined Single Limit per occurrence	\$1,000,000.00

Each policy and all certificates of insurance shall name Operator as the insured and name City as an "additional insured" and must be filed with City prior to the commencement or renewal of operation. Each policy must include an endorsement providing that in the event the policy is canceled, terminated, or materially altered during its term, at least thirty (30) days prior written notice shall be given to City. In addition, Operator is also responsible for providing City with 30 day's prior written notice of any change to or cancellation of the policy and failure to do so may be considered a breach of this Agreement. Current Certificates of Insurance must be on file with the City at all times. The Certificate of Insurance must be completed with the following information:

Full legal name and address of insured;

Insurer's name and address (must be authorized to transact business in Oklahoma);

Policy number;

Liability coverage and amounts;

Commencement and expiration dates; and

Signature of authorized agent of insurer.

The completed Certificate of Insurance form should be sent to the Park Department.

11. Operator shall also provide to City, at Operator's expense, a fidelity bond in the amount of twenty thousand dollars (\$20,000.00) as approved by the Tulsa City Attorney and filed with the Tulsa City Clerk, indemnifying the City from any loss or theft of fees, applicable taxes and other municipal funds or property by Operator or its

employees, volunteers, subcontractors or agents.

12. Operator's marketing products and services of Center and its activities must have prior approval by the Park Department. City may include information about Operator's programs and services in other City publications.

13. Only non-profits that provide one or more recreational activities will be considered. Operator is not allowed to sublease any part of the Center or assign performance of any part of the contract with the City.

14. All offered activities at the Center must be nonpolitical and nonreligious in nature and cannot restrict participation based on race, color, sex, religion, disability, or national origin.

15. Center will need to be open to the public a minimum of 45 hours per week.

16. The respondent selected will be required to execute the contract attached hereto as Exhibit D incorporating these requirements and other terms and conditions, including indemnification of the City. Such contract will be for a one-year term but may be renewed, in City's sole discretion, up to four times for additional one-year terms.

17. All activities must be conducted in compliance with federal, state, and local laws and regulations.

IV. FIRM AND PROPOSAL REQUIREMENTS

To be considered, interested firms should submit or address the following:

- A.** One (1) unbound original and seven (5) bound copies of the proposal, on 8 ½" x 11" paper. The proposal cover sheet shall state the Operator's name, address, telephone, fax and email address of the group/organization.
- B.** To ensure that this project be completed in a timely manner, the City requires that the selected respondent perform steps concurrently to expedite results and recommendations, as feasible.
- C.** At the discretion of the City, one or more respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- D.** Any expenses incurred by the respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the respondent. The City of Tulsa is not liable for any costs incurred by respondents in the preparation of proposals or any work performed by the respondent prior to the approval of an executed contract by the City of Tulsa.
- E.** Complete the Applicant Information form attached as Exhibit B and include it with the proposal.

- F.** Provide a specific, detailed description of the proposed use of the Center. The proposal should demonstrate the Operator's ability to prepare comprehensive programming plans, financial responsibility, operational experience, knowledge of fund-raising as well as provide management services. The proposal should address the demographics of the community and the relationship the planned programming will have on the community's health, safety, education and neighborhood stabilization.
- G.** Provide a list of the specific activities Operator will offer at the Center and a list of activity or program fees, if applicable.
- H.** Provide Operator's estimated annual budget of anticipated income and expenditures. The budget needs to identify the capacity for marketing programs provided at the Center.
- I.** Provide a narrative statement that includes:
- A mission statement that provides a clear description of the Operator's organization.
 - A clear understanding of the objectives of the Park and Recreation Department as stated above.
 - A description of what the Operator can bring to this Center and how the Operator plans to achieve these goals.
 - Demonstration of Operator's capacity to conduct successful programs by giving examples of its past programs and descriptions of other relevant recreation projects.
 - Description of the Operator's expectations from the Park and Recreation Department and/or City.
- J.** Provide information about Operator's organization including:
- Identification, qualifications and experience of the organization, including the names and titles of principals and/or board members.
 - Qualifications and experience of managerial and program staff that would be working at the site.
 - Names, addresses and telephone numbers of at least three references for each participating principal and managerial staff.
 - History of the organization.
 - Whether the organization has been a party to a lawsuit in the past five (5) years.
 - Proof of non-profit status from the Oklahoma Secretary of State: (i) Certificate of Good Standing, and (ii) certified copy of the Certificate of Incorporation Not for Profit.
 - If unable to meet the minimum requirements, explanations and an alternate proposal for consideration. City will determine if an alternative is acceptable in its sole discretion.
 - Proposals can be supplemented with brochures of the organization that address the submission requirements.
- K.** Provide information about your financial status:

- A financial statement for the 2010 calendar year and first three quarters of 2011 is required.
- Identify operating funds and amounts.
- Provide a contact from your bank to verify the information provided.
- Provide list of credit limits for all accounts.
- If the organization has filed for bankruptcy in the past five (5) years, provide case number and present status.

V. EVALUATION OF PROPOSALS

A panel consisting of not less than 3 City of Tulsa employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected firm will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful proposer. The City, after evaluation of the proposals, in its sole discretion, may elect not to award a contract.

The proposals will be evaluated based on the applicant's ability to meet the criteria as outlined in this RFP. A maximum of 100 points will be awarded. Proposals will be evaluated as follows:

- A.** 35 maximum points - City will consider the use and neighborhood compatibility when selecting a proposal. City will evaluate the impact of the proposed use of the site to the surrounding neighborhoods, including the social and cultural impact, quality of life enhancement and the potential for success as well as benefit to the City, community and citizens.
- B.** 35 maximum points - past projects and management experience/qualifications of the principals of the firm, managing professional (s) and key staff selected for the project.
- C.** 30 maximum points - Financial standing/capability.

VI. AWARD OF BID

The City may also evaluate proposals based on those criteria identified in the Mayor's Executive Order No. 90-08 as factors to be considered in the review of proposals including:

1. Professional qualifications, specialized experienced and technical competence of the firm with respect to the types of service required;
2. Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to meet schedules;
3. Record of past performance with the City and other jurisdiction; (please provide references.)
4. Proximity to and familiarity with the area of service;
5. Size and experience of the professional and technical staff with respect to the magnitude of the assignment;
6. Estimated schedule for completion of the project.

VII. MISCELLANEOUS

- A. Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C. The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D. Your proposal must clearly indicate the name of the responding organization, including the firm's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the consultant and/or team of consultants assigned to the City account.
- E. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your proposal. The City shall not infringe upon any intellectual property right of any vendor, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

EXHIBIT A

**OWEN PARK
560 N. Maybelle Avenue**

Legal Description

**Lot 4 in Section 2, township 19 North,
Range 12 East
(Book 56, Page 559)**

Room Information

Craft Room	16' x 34'	
Auditorium	40 x 44'	
Gym	54' x 88'	Not air-conditioned
Annex meeting Room	27' x 24'	
Weight Room	27' x 23'	

EXHIBIT B

APPLICANT INFORMATION

INSTRUCTIONS: To be completed by all respondents to Request for Proposals

Applicant's Exact Legal Name: _____
(Must be Bidder's name as reflected on its organizational documents, i.e., not a DBA)

List the U. S. State in which Bidder's Legal Entity is organized: _____

Bidder's Type of Legal Entity: (check one)

- Sole Proprietorship
- Partnership
- Corporation
- Other: _____
- Limited Liability Company:
 - Member-Managed _____
 - Manager-Managed _____
- Limited Partnership

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Project Manager:

Name: _____
Street: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

Legal Contact:

Name: _____
Street: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

Alternate Project Manager:

Name: _____
Street: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

Alternate Legal Contact:

Name: _____
Street: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

List All Board Members:

Name: _____

Address: _____

Phone: _____

Name: _____

Address: _____

Phone: _____

Name: _____

Address: _____

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INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

**Exhibit C
Historical Utility Information
Owen Community Center - FY2009**

FY 2009	ELECTRIC Acct #	GAS Acct #	WATER & SEWER	Totals
	9573333320	210053582105326936	Acct # 10367179	
	Community Center	Community Center	Community Center and Water Playground	
JUL 2008	\$ 226.82	\$ 59.37	\$ 147.63	\$ 433.82
AUG 2008	218.87	48.08	147.63	414.58
SEP 2008	-	49.43	147.63	197.06
OCT 2008	1,819.71	68.97	78.75	1,967.43
NOV 2008	315.37	486.68	85.28	887.33
DEC 2008	406.26	1,242.91	90.48	1,739.65
JAN 2009	234.88	1,578.84	74.88	1,888.60
FEB 2009	505.48	1,290.65	95.68	1,891.81
MAR 2009	378.43	787.67	90.48	1,256.58
APR 2009	282.78	294.80	90.48	668.06
MAY 2009	350.57	103.06	90.48	544.11
JUN 2009	602.72	50.99	126.88	780.59
Totals	\$ 5,341.89	\$ 6,061.45	\$ 1,266.28	\$12,669.62

**EXHIBIT D
OPERATING AGREEMENT FOR
COMMUNITY CENTER**

THIS OPERATING AGREEMENT FOR COMMUNITY CENTER (“Agreement”) made and entered into by and between the **City of Tulsa**, Oklahoma, a municipal corporation (“City”), 175 East 2nd Street, Tulsa, Oklahoma 74103 and (“Operator”), an Oklahoma not for profit corporation.

WITNESSETH:

WHEREAS, City is the owner of a recreational facility located at 560 N Maybelle Ave, Tulsa, Oklahoma, known as the Owen Recreation Center (“Center”); and

WHEREAS, City wishes to maximize the use of the Center and has solicited proposals on operation of this Center through its Request for Proposal TAC-969 (“RFP”); and

WHEREAS, Operator wishes to offer its services to operate the Center on a secular basis for the benefit of the public as set forth in Operator’s Proposal dated _____ (“Operator’s Proposal”);

NOW THEREFORE, in consideration of the mutual benefit each party shall receive as a result of this Agreement, City and Operator do hereby agree as follows:

ARTICLE I –OPERATOR’S DUTIES AND OBLIGATIONS

In addition to any duties and obligations set forth elsewhere in this Agreement, the RFP and Operator’s Proposal , Operator shall have the following duties and obligations under this Agreement:

1. Operator shall develop, implement and organize secular recreational and educational opportunities for the public at the Center. All activities at the Center shall be non-political in nature and conducted in compliance with federal, state and local laws and regulations.
2. Operator may reserve, on an annual basis, the use of such rooms and space as may be desired for exclusive use by Operator, ensuring that the public has an equal opportunity to reserve such rooms and space except space used by Operator exclusively for administrative purposes. All rentals of rooms and/or space must adhere to the present rental fees adopted by the City Council and Mayor. Discounts for rentals are not permitted. The City will provide a listing of fees to Operator, which Operator shall be required to follow (See Attachment A, Approved Park Fees.) Operator shall provide the staff to operate the Center and at least one (1) staff member shall be present at all times during the Center’s operating hours. Prior to staffing the Center, Operator shall submit the names of its volunteers/workers to City for approval. No individual shall staff the Center unless he/she has first been approved by City.
3. Operator shall be responsible for the sale of concessions, as well as the daily maintenance and operation of the concession areas. All concessions must be operated in compliance with City and state regulations. Operator shall provide to the City a copy of health department certification prior to selling/giving away food. Such proceeds must be used solely for operation of the Center, including the programs, activities, maintenance, equipment and improvements.

4. City shall have the right and Operator shall permit City, at any time, upon at least three (3) days notice, to audit Operator's procedures, books, records, bank statements or other documents that City might request. An outside auditor may be hired by the City to conduct an audit.
5. Operator shall use all proceeds from operation of the Center solely for operation of the Center, including salaries of employees, the programs, activities, maintenance, equipment and improvement.
6. Operator shall be solely responsible for any individuals it allows to work at the Center, whether as employees or volunteers or otherwise. Operator shall conduct a nationwide background check at Operator's expense and provide a copy of the report to the City before any employee, volunteer, instructor, agent or subcontractor begins working or volunteering at the Center.
7. Operator shall respond to all alarm calls at the Center; and is responsible for providing all security at the Center, such as security guards. Operator is responsible for all false alarms, including any fines.
8. Operator shall be responsible for all custodial duties associated with the Center, including but not limited to, gymnasium floor cleaning, stripping, waxing and buffing tile floors and carpet cleaning. Operator must provide custodial services for the Center, achieving minimum standards as provided by the City's Parks Department. (See Attachment B, Cleaning Standards for Operator Recreation Centers.) Operator must provide all paper products and all cleaning products. Operator must provide all light bulbs required, except that City will change the light bulbs in the gymnasium when needed and requested. Operator must also maintain the outside premises of the Center, picking up all trash on the property or within fifty (50) feet of the building. (See Attachment B). Operator must coordinate, correspond, and communicate all requests, and work orders to Parks Department staff; (See Attachment C for contact information).
9. All City parks and facilities have a curfew of 11:00 p.m. to 5:00 a.m. in accordance with City ordinances, specifically 26 TRO §104. The Center may be used during the curfew hours if a waiver is obtained from the City. Waiver applications are available through Customer Service of the Park and Recreation Department and must be submitted to the Director of Park & Recreation at least 30 days prior to the date the waiver is requested.
10. Operator shall provide all supplies and equipment necessary to conduct programs and activities and operation of the center. Operator will be required to maintain, repair or replace City's equipment or other property that is damaged, lost or stolen; normal wear and tear excepted.
11. Operator shall submit an annual budget to City ten (10) days prior to moving into the Center and sixty (60) days prior to the expiration of the initial term and any renewal term of this Agreement and an annual report, which lists all income and expenditures for the year, must be submitted to the City within sixty (60) days following the end of Operator's fiscal year. Operator shall provide to the City a monthly report, which shall be due no later than the (10) tenth day of the following month, on the form provided by City. The monthly report should include detailed financial reports with copies of current bank statements and a listing of income, and expenditures and copies of receipts within the month, the activity and programs that have occurred, attendance, enrollment, sports in the

form of game schedules of leagues and tournaments, board meeting minutes, list of groups that use center and number of volunteer hours (see Attachment D).

12. Operator understands and acknowledges that City is subject to the Oklahoma Open Records Act, 51 O.S. §24A.1 et seq., and therefore cannot assure the confidentiality of information provided by Operator pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements.
13. Operator shall make no physical improvements, changes or alterations, capital or otherwise to the Center without the prior written consent of the City and any such improvements shall become the property of City once made.
14. Operator must adhere to the City of Tulsa energy policy. A copy of the energy policy is attached to this Agreement as Attachment E.
15. Operator must be a 501(c)(3) organization and provide proof of non-profit status to City prior to occupying the Center.
16. Operator must provide pest control, at Operator's expense, a minimum of two times a year or as needed. Proof that pest control has been done must be provided to City within one (1) week after pest control has been done.
17. Operator must provide a refundable \$100.00 cash deposit made for each set of keys received from the City of Tulsa. Operator shall not make duplicate keys and shall be required to make additional cash deposit if keys are lost or misplaced and must be replaced. Failure to comply with this provision will result in forfeiture of the key deposit and may be considered a breach of this Agreement.
18. Operator shall, upon signature of this Agreement, arrange for all utilities at the Center to be transferred to an account in Operator's name and shall promptly pay all utilities in the Center when due through the term of this Agreement. Failure to comply with any part of this provision shall be considered a breach of this Agreement. Operator shall sign utility deposit understanding (Attachment F) prior to Agreement signature. Utilities shall be in Operator's name before receiving keys to Center.

ARTICLE II - CITY'S DUTIES AND OBLIGATIONS

City shall:

1. Have the right to enter the Center at any time for the purpose of monitoring Operator's compliance with the terms of this Agreement; and
2. Be responsible for replacing or repairing all existing physical/mechanical structures at the Center, including care of grounds and buildings, and maintenance of HVAC, plumbing and electrical.

ARTICLE III – DOCUMENTS COMPRISING THE AGREEMENT

This Agreement includes this Operating Agreement for Community Center, Attachments A, B, C, D, E and F to this Operating Agreement, the RFP attached hereto as Attachment G and

Operator's Proposal attached hereto as Attachment H. In the event of conflicting or ambiguous language within the Agreement, the parties shall be governed first according to the Operating Agreement, second to the documents comprising the RFP and third according to Operator's Proposal.

ARTICLE IV – TERM AND TERMINATION

This Agreement will be for a one-year term, effective as of _____, and may be renewed, in City's sole discretion, up to four (4) times for additional one-year terms. Operator understands and acknowledges that any renewals or future contracts are neither automatic nor implied by this Agreement. In the event this Agreement is not renewed, Operator must vacate the Center within ten (10) business days of the Agreement expiration date.

This Agreement may also be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to the other party. If the failure is not cured within the prescribed time or if a mutually acceptable plan for cure is submitted and is not completed within the time set for cure, Operator must vacate the Center no later than ten (10) business days following the date for cure.

Notwithstanding the foregoing, in the event Operator fails to comply with Article I, Section 18 herein, including but not limited to transferring all utilities accounts to Operator's name and promptly paying all such accounts by the due date, the City shall upon notice have the right to immediately terminate this Agreement and Operator must vacate the Center no later than ten (10) business days following the date of such notice.

Operator may terminate this Agreement at any time for convenience upon sixty (60) days prior written notice to the City. Operator must vacate the Center no later than ten (10) business days following the termination date set forth in such notice.

A waiver by either City or Operator of any breach of this Agreement must be in writing in order to be effective. Any such waiver shall not constitute a waiver or otherwise affect the waiving party's rights with respect to any other or further breach of the Agreement.

ARTICLE V – INDEMNIFICATION

Operator agrees to indemnify, defend and hold harmless City and its officers, employees and agents from and against all suits and actions of every nature and against any and all legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by Operator, its employees', volunteers', instructors', subcontractors' or agents' negligent or intentional acts, errors or omissions.

Operator understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Operator harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs.

ARTICLE VI – GOVERNING LAW

This Agreement is executed in and shall be governed by the laws of the State of Oklahoma without regard to its choice of law principles. City and Operator stipulate and agree that venue is proper in Tulsa County, Oklahoma.

ARTICLE VII – INDEPENDENT CONTRACTOR

All services performed by Operator shall be rendered exclusively as an independent contractor to, and not as agent or employee of City.

ARTICLE VIII - INSURANCE

Operator must obtain at its own expense and keep in effect during the term of this Agreement (including any renewal periods) policies of General Liability insurance, including product liability and automobile coverage if automobiles will be used (including personal automobiles), in the minimum amounts set forth below and Workers' Compensation and Employers Liability insurance in the statutory limits required by law:

General Liability:	
Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
 Workers' Compensation and Employer's Liability	 Statutory limits
 Automobile Liability:	
Bodily Injury and Property Damage, Combined Single Limit per occurrence	 \$1,000,000.00

Each policy and all certificates of insurance shall name Operator as the insured and name City as an "additional insured" and must be filed with City prior to the commencement or renewal of operation. Each policy must contain a provision that in the event the policy is canceled, terminated, or materially altered during its term, at least thirty (30) days prior written notice shall be given to City. In addition, Operator is also responsible for providing City with 30 day's prior written notice of any change to or cancellation of the policy, and failure to do so may be considered a breach of this Agreement. Current Certificates of Insurance must be on file with the City at all times. The Certificate of Insurance must be completed with the following information:

1. Full legal name and address of insured;

2. Insurer's name and address (must be authorized to transact business in Oklahoma);
3. Policy number;
4. Liability coverage and amounts;
5. Commencement and expiration dates; and
6. Signature of authorized agent of insurer.

Operator shall also provide to City, at Operator's expense, a fidelity bond in the amount of twenty thousand dollars (\$20,000.00) as approved by the Tulsa City Attorney and filed with the Tulsa City Clerk, indemnifying the City from any loss or theft of fees, applicable taxes and other municipal funds or property by Operator or its employees, volunteers, subcontractors or agents.

ARTICLE IV - LIABILITY

Operator's liability to the City for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by Operator, its participants, employees, volunteers, instructors, subcontractors or agents' negligent or intentional acts, errors, or omissions is not limited.

ARTICLE X - LEGAL COMPLIANCE

Operator agrees it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services at the Center.

ARTICLE X – ENTIRE AGREEMENT

This Agreement represents the entire agreement between City and Operator and supersedes any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing, signed by City and Operator.

ARTICLE XI – NON-DISCRIMINATION

Operator agrees that it will not discriminate against any person on account of race, religion, creed, ethnicity, sex, gender, sexual orientation, disability or socio-economic status.

ARTICLE XII – SEVERABILITY

If any term or provision of this Agreement is determined by a Court to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of City and Operator that if any provision is determined by a Court to be illegal, invalid or unenforceable, there will be added in lieu of such provision a provision as similar in terms as is possible which is legal, valid and enforceable.

ARTICLE XIII – ASSIGNMENT

Neither City nor Operator shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor for any obligation under this Agreement. Nothing contained in this Article shall prevent Operator from employing independent consultants, associates, and subcontractors to assist in the performance of this Agreement; however, Operator shall not employ subcontractors for the performance of this Agreement without the prior written approval of City, which approval shall not be unreasonably withheld.

ARTICLE XIV – THIRD PARTY RIGHTS

This Agreement is not a third party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.

ARTICLE XV – PERFORMANCE OF AGREEMENT

A party to this Agreement may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a party hereto to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

ARTICLE XVI – EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission of a counterpart signature page hereof.

ARTICLE XVII – HEADINGS

Headings used herein are for convenience and informational purposes only, are not intended to be used and shall be disregarded in construing this Agreement.

City and Operator acknowledge and agree that they have read and understand the terms of this Agreement and agree to be bound thereby. The parties further acknowledge and agree that this Agreement shall be binding upon and shall insure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed on the dates set forth below, to be effective during the period set forth in this Agreement.

OPERATOR

By: _____
(Signature)

(Print Name)

Date: _____

Corporate Secretary
(SEAL)

CITY OF TULSA, OKLAHOMA
A Municipal Corporation

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED:

Assistant City Attorney

Attachment A
Approved Park Fees

Category	Area/Use	Approved	Min. Rental
Youth & Adult Sports			
Lighted Field	Recognized Adult Sports Organizations	\$10/game	per game
	Recognized Youth Sports Organization	\$8/game	per game
	Reserved Single Use	\$45	4 hrs per field
	For Profit Tournaments		Need Park Director Approval
Unlighted Field	Recognized Adult Sports Organizations	\$8/game	per game
	Recognized Youth Sports Organization	\$5/game	per game
	Reserved Single Use - Open Field	\$35	4 hrs per field
	Reserved Single Use - Maintained Infield (Johnson, Mitchell, and Hilti)	Fee same as lighted field	Single use
Clean-up Cash deposit paid to Park Dept. or Sports Org. doing clean-up, if user group leaves a mess.	Sports Fields	25+ teams: \$100	Varied
		16-24 teams: \$75	Varied
		10-15 teams: \$50	Varied
		3-9 teams: \$25	Varied
Maintenance Check made payable to Tulsa Parks or Sports Org. doing field prep	Sports Field: Games 1-4	4 fields: \$95	4 game set; Daily
		3 fields: \$75	4 game set; Daily
		2 fields: \$45	4 game set; Daily
		1 field: \$25	4 game set; Daily
Racquetball	McClure Courts	\$3/hour	1 hour
Outdoor Gyms	Outdoor Gyms	\$15/hour/court	2 hours
Tennis Courts	Courts	\$15/hour/court	1 hour
Permit Fee	Private Instruction-Annual Fee	\$150/year	1 year

Volleyball	Sand and Regular	\$15/hour/court	2 hours
	Helmerich Sand Courts	\$300/day	Per day
	Sand Volleyball Equipment rental	\$10/court	Per day
Cricket	61st Street & H-169 Retention Pond	\$50/day	1 year

Category	Area/Use	Approved	Min. Rental
Youth & Adult Sports (Continued)			
Mohawk Equestrian Area (Horse Arena)	One-Day or Two-Day Show	One-Day: \$50 Two-Day: \$75 (plus vendor/ concession fee \$25/day plus \$50 deposit & litter security deposit)	Per day
	Schooling/Workshop/ Demonstration	\$25/4 hours (plus vendor/ concession fee \$25/day plus \$50 deposit & litter security deposit)	4 hours
	Roping Pens	\$10	Per day
	Extra Disking of Arena	\$25	Per event

Pools			
Pool Rental	Whiteside (Junior Pool)	\$65/hour	2 hours
Pool Admission	General Admission	\$2/person	Ages 4 and over
	Lacy, Ziegler, Manion, Reed	Free	Ages 3 and under
	Junior Pools and Berry	Free	All ages
	Season Pool Pass - Family of 4	\$200	1 pool season
	10-Visit Punch Pass	\$20	1 pool season

Shelters and Open Space			
Shelter	Large: Mohawk #2 & #6, Hunter, Helmerich, Veterans	\$100	4 hours
	Small	\$60	4 hours
Open Space	Large: Mohawk #2, #6 & Polo Field, Veterans	\$200	Per day
	Small	\$100	Per day
Refundable Deposit	Key Deposit - Restroom and Ballfield Gate keys	\$25 Cash	Per rental

Category	Area/Use	Approved	Min. Rental
Special Events			
Major/Special Events	Mohawk, Veterans, and all other parks	\$500 plus 5%all direct costs or as set forth contractually plus litter/security deposit	Varied
	Event for Non-Profit Activities	\$500 daily site use plus litter/security deposit and all direct costs	Varied
	Sports Events - Walks, Runs and Cycling Events	\$75 plus litter/ security deposit	Daily
	Parking Fees - Mohawk	\$2/car	Per day (Weekends & holidays, April-October)
	Parking on Grass - all other designated parks	\$100/acre plus \$250 deposit/day	Daily
Refundable Deposit	Litter/Security Deposit		
	Attendance: 500 and Under	\$250	Per event
	501 - 1000	\$500	Per event
	1001 - 2000	\$1,500	Per event
	2001 - 10,000	\$2,500	Per event
	10,001 - 15,000	\$3,500	Per event
	15,001 - 20,000	\$5,000	Per event
	Over 20,000	\$6,000	Per event
Special Services *Non-profit = 25% discount	Portable Electric Outlet Box (Load Center)	\$100	Per day
	Electrical Trunk Line (SO Cord)	\$50	Per day
	Mobile Stage (New)	\$750*	Per day
	Mobile Stage (Old)	\$500*	Per day
	Aluminum Bleacher	\$50	Per day
	Trash Barrel	\$3	Per day
	Tent - 20'x20'	\$250	Per day
	Tent - 10'x10'	\$75	Per day
	Picnic Table	\$15	Per day
	Mobile Stage (New)	\$750*	Per day
	Mobile Stage (Old)	\$500*	Per day
Permit	Event Application	\$25 applied to rental	Per event

Category	Area/Use	Approved	Min. Rental
Commercial Photography			
Permit	12 month	\$125	1 year
	6 month	\$65	6 months
	1 week	\$40	1 week

Community Center Room Rentals			
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Hicks, McClure, Reed, Whiteside	Gymnasium - Full Court	\$40/hr non-profit	2 hour
		\$48/hr for profit	
	Gymnasium - Half Court	\$20/hr non-profit	2 hour
		\$24/hr for profit	
	Large Multi-Purpose Room (1400+ sq ft)	\$30/hr non-profit	2 hour
		\$36/hr for profit	
	Regular Multi-Purpose Room (Under 1400 sq ft)	\$25/hr non-profit	2 hour
		\$30/hr for profit	
	Refundable Cleaning Deposit (Per number of patrons)	\$50: 100 or less	Per reservation
		\$75: 101-200	
\$100: 201-300			
\$250: 301 and Up			
Owen, Maxwell, Turner	Gymnasium - Full Court	\$32/hr non-profit	2 hour
		\$38/hr for profit	
	Gymnasium - Half Court	\$16/hr non-profit	2 hour
		\$19/hr for profit	
	Large Multi-Purpose Room (1400+ sq ft)	\$24/hr non-profit	2 hour
		\$29/hr for profit	
	Regular Multi-Purpose Room (Under 1400 sq ft)	\$20/hr non-profit	2 hour
		\$22/hr for profit	
	Kitchen	\$5/hr in conjunction with another room. Otherwise, \$20/hr non-profit; \$6 and \$24/hr for profit	2 hour
	Refundable Cleaning Deposit (Per number of patrons)	\$50: 100 or less	Per reservation
\$75: 101-200			
\$100: 201-300			
\$250: 301 and Up			
Central	Auditorium	Mon-Thurs: \$125	Per hour
		Fri & Sat: \$200	Per hour
	Kitchen & Atrium	Mon-Thurs: \$100	Per hour
		Fri & Sat: \$125	Per hour

	Vista Deck	Mon-Thurs: \$75	Per hour
Category	Area/Use	Approved	Min. Rental
Community Center Recreation Programs			
		Fri & Sat: \$75	Per hour
	Activity Room 2	Mon-Thurs: \$75	Per hour
		Fri & Sat: \$125	Per hour
	Visual Arts Room	Mon-Thurs: \$50	Per hour
		Fri & Sat: \$75	Per hour
	Non-profit Discount	25% Off	
	Internal Discount	75% Off	
(Special Service Fee)	Staff Costs (During non-operating hours - all centers)	\$25/hr non-profit; \$30/hr for profit	2 hour
Registration Fees (User Fees)	Visual Arts	Free - \$120	Per program period
	Performing Arts	Free - \$120	
	Education	Free - \$90	
	Social	Free - \$50	
	Sports (per individual)	Free - \$50	
	Seniors	Free - \$50	

Attachment B

Cleaning Standards for Partner Recreation Centers

Clean DAILY:

- Sweep and mop tile floors.
- Vacuum all carpet.
- Empty all trashcans and re-line.
- Sweep gymnasium floor.
- Dust office area.
- Clean and disinfect office phones.
- Clean all office and door glass.
- Clean and disinfect water fountains.
- Sweep, clean (mop, if needed) outside main entrance.
- Clean all glass doors to the main entrance.
- Pick up trash, glass and debris fifty feet from around the center, as needed.
- Dump mop water.
- Custodial closets kept neat and orderly. OSHA standard states nothing stored within 36" of electrical panel.
- Spot mop gym floor, as needed.
- Chemicals put away in custodial closets.

Restrooms – Clean DAILY:

- Sweep.
- Mop thoroughly.
- Clean and disinfect all fixtures.
- Clean all mirrors.
- Clean all chrome.
- Clean walls and dividers, as needed.
- Dump all trash and replace liners.
- Dump sanitary napkin boxes and replace liners.
- Stock all paper fixtures.

Clean TWICE PER WEEK:

- Clean all remaining mirrors and glass, as needed.

Clean ONCE PER WEEK:

- *Use gym scrubber or mop in gymnasium.
- Wash all walls during day camp, as needed.
- Clean and disinfect all trashcans.

- Clean all air vents.
- Clean and disinfect door handles and light switches.
- Dust all corners and ceilings.
- Dust all blinds.

- Dust and clean all light fixtures.
- Dust all furniture in entire facility.

Clean ONCE PER MONTH

- *Clean bleachers, as needed.
 - Light bulbs, as needed.
-

Please Note:

- * City does not provide ladder.
- * **Partners change light bulbs up to ten (10) feet high. City will change light bulbs any higher than this.**
- * **NO WAX IS TO BE PLACED ON GYMNASIUM FLOOR.**
- * **PARTNERS ARE TO ENFORCE THE RULE OF NO FOOD OR DRINK IN GYMNASIUM.**
- * For wax/strip product, partner is to purchase Pro-Strip from custodial supplier store. We use Showplace Wax.

Attachment C – Contact Information

Utility Services & Facilities Maintenance	Mike Battenfield, Supervisor
Electrical	596-2486
Exterior Lighting	
Plumbing	
HVAC (A/C, Heating)	
Water Specialties: (Water Playground, Spray Pools, Irrigations systems, Swimming Pools	
Building Maintenance and Repairs	
Park Amenities: Playgrounds, park benches, picnic tables, fencing, sports courts, hard surface maintenance, etc	
Welding	
Park signs	
Flags	
Special event set up: Load Centers, Tents, Risers, etc.	
Security (Alarms CCTV)	
Graffiti Abatement	
Locks & Hardware	
Custodial Services	Kim Wilks, Supervisor
Janitorial Services	527-0141
Light bulb replacement (Interior only)	
Deliveries	
Turf Maintenance	Rob Williams, Supervisor
Mowing	527-0138
Mobile Theatre	
Bleachers	
Concession Trailer	
Ballfield Maintenance	
Heavy Equipment: Grading, Trails, Drainage, etc.	
Small Engine Mechanics	
Chemical Application	
General Services	Brian Pitts, Supervisor
Refuse Service	519-6101
Park Cleaning	
Shelter/Outdoor Restroom Cleaning	
Port-A-Jon set up	
Refuse Containers/Barrels	
Park Inspections	
Horticulture/Forestry Operations	Maureen Turner, Supervisor
Floral displays: Planting & Maintenance	284-9017
Flower and shrub bed Maintenance	
Forestry: Tree planting/pruning/removal	

City of Tulsa Security **596-9100**
Tulsa Parks Customer Service **596-7275**

ATTACHMENT D
MONTHLY REPORT

For the month of _____

Enter information in the yellow cells only. Use the tab key to move from one data entry space to another.

Please list your HIGH POINTS or Accomplishments for this month:

What is NOT WORKING WELL? SOLUTIONS to correct what is not working well?

Please list Activities for the month-programs and/or sport games or tournaments	Attendance	Staff taught, Manpower or Volunteer?	Number of Volunteer Hours
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	0	0	0

Please list any Volunteer groups and hours

1

2

3

4

5

6

7

8

9

10

Attachment E

Energy Management Policy Tulsa Park & Recreation Department

In order to conserve energy and provide optimum service to the public by extending the operating life and efficiency of heating, air conditioning and ventilation (H.V.A.C) and electrical equipment, all Tulsa Park and Recreation Department facilities shall maintain the following standards in the operation of facilities and equipment, such standards are to be monitored by the facility manager/supervisor with energy audits performed by the Custodial Services Supervisor with results submitted to facility managers and the Park Department Director's office.

H.V.A.C.

1. All doors and windows that separate conditioned and unconditioned areas must be kept closed while heating and air conditioning equipment is in use.
2. Gymnasiums, work shops or other areas of the building that do not have air-conditioning equipment available, or areas where air is exhausted, should maintain door closers in proper adjustment to eliminate exhaust fans from pulling doors open drawing conditioned air into unconditioned spaces. If possible, such areas should have make-up air in other manners (i.e. keeping doors or windows open to the outside where this does not negate security concerns). Wall vents should remain closed while heating systems are in use.
3. The use of vent fans and/or air handlers (w/heating and air conditioning units disengaged) is encouraged to take advantage of outside temperate conditions. Ceiling fan use is encouraged to provide additional employee/ patron comfort and more even temperatures in rooms so equipped.
4. H.V.A.C. filters should be checked at least once per month (more often in dusty environments)
 - A. A filter is considered dirty and should be changed if you cannot see through the media.
 - B. The frame of the filter should be dated to show date of installation.
5. The following maximum (winter) and minimum (summer) temperatures are to be maintained at user level (i.e. within 7' of the floor).
 - A. Minimum 76° F for summer cooling
 - B. Maximum 70° F for winter heating
 - C. Minimum 80° F summer cooling, Gymnasiums only
 - D. Maximum 67° F winter heating, Gymnasiums only
6. All facilities equipped with night set back equipment shall program such equipment and keep in active use during non-business hours. It shall be the responsibility of the facility manager/supervisor to see that the proper set back is maintained during all periods the facility (or zones within the facility) is (are) not in use at the following temperature settings.
 - A. 82° F for summer set back
 - B. 64° F for winter set back

C. 85° F for summer set back & 62° F winter set back; Gymnasiums only

7. Thermostats shall be operated **ONLY** by Park Department employees and all protective covers will be maintained locked to eliminate tampering by others.
8. The use of portable electric heater are prohibited at all sites, and shall be removed from any facility if found in use.

ELECTRICAL

To conserve energy and maintain the life of the equipment, interior lighting and equipment shall only be activated when necessary to provide optimum services and safety to the public.

1. It shall be the responsibility of the facility manager/supervisor to maintain adequate levels of lighting at all times. In all unoccupied space without scheduled activities lighting should remain shut off.
2. It shall be the responsibility of the facility manager/supervisor to deactivate all lighting and appliances, with the exception of security lighting (and appliances/ equip. which should be operational 24 hours/ day), at facility closing.
3. All personal computers shall be shut off at the end of the work shift or when not in use for extended periods of time during the workday.

There will be no exceptions from the above policy without the express written authorization of the Director of Tulsa Park and Recreation Department.

Attachment F
Utility Deposit Understanding



I understand that per the operating agreement, all utilities at Owen Recreation Center will be transferred to an account in the Operator's name and shall promptly pay all utilities in the Center when due though the term of the agreement. Failure to comply with any part of this provision shall be considered a breach of this agreement.

PERSON RESPONSIBLE FOR UTILITIES:

Name

Address

City, State, & Zip code

Phone Number

E-mail address

Tulsa Parks Representative