

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Industrial Authority will be held at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting on Monday, October 16, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

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| | Page |
| A) Call to Order - Timothy Lee Fox, Chairman | |
| B) Roll Call, Declaration of Quorum – Susan White, Secretary; Timothy Lee Fox, Chairman | |
| C) Scheduled Business | |
| 1) Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2017-2018.
(Susan White, Interim City Manager/City Clerk)
City-Chamber Agreement 2017-2018 Final | 2 - 5 |

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____ am/pm.

Signed:

City Clerk

**City of Glenpool/Glenpool Industrial Authority Operational
Agreement with Glenpool Chamber of Commerce**

This agreement ("Agreement") is entered as of July 1, 2017, without regard to the date signed by either party, by and among the City of Glenpool (for budgetary purposes), the Glenpool Industrial Authority (as owner of the Glenpool City Hall/Conference Center), acting jointly as "**Glenpool**," and the Glenpool Chamber of Commerce, a not-for-profit corporation ("**Chamber**").

I. Glenpool agrees to provide the following:

- A. Glenpool will provide space consisting of two offices and a reception area on the first floor of the City Hall/Conference Center to be occupied by the Chamber for its exclusive use.
- B. Based on availability as determined in its discretion, Glenpool will provide use of meeting space for periodic use by the Chamber with reasonable notice to, and to be coordinated with, the Conference Center Director, and at no cost the Chamber.
- C. Glenpool will provide the most appropriate meeting space, as determined by the Conference Center Director, for nine monthly business luncheons hosted by the Chamber, with reasonable notice to Glenpool, at no cost to the Chamber.
- D. Glenpool will also provide, at no cost to the Chamber, use of conference center space for the annual banquet hosted by the Chamber. Chamber shall be responsible for reserving said space at least six months in advance to avoid potential conflicts with other leases at the Conference Center.
- E. Glenpool will provide and pay for all electricity, natural gas and City of Glenpool or the Glenpool Utility Services Authority-owned or -managed utilities for the spaces described in subsections A., B., C. and D.
- F. Glenpool will provide Chamber One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents monthly (\$1,666.66 monthly; aggregate of \$20,000 annually) as consideration for Chamber services that are of community-wide benefit to the City of Glenpool and enumerated in Section II of this Agreement.
- G. Glenpool will provide personnel to supplement the front desk support otherwise provided by the Chamber as required under Section II, for up to one day per week during any non-emergent situation. Such supplemental support shall only be required when existing Chamber personnel are needed to assist with an event being sponsored or promoted under the requirements of Section II of this Agreement. Routine requests for support will be submitted to the city manager at least 48 hours in advance or risk that such personnel will not be available. Glenpool shall not be required to provide such supplemental support for more than 12 days during any fiscal year that this Agreement is in force.

- H. Glenpool will support the economic development goals of the annual Black Gold Days event by contributing no more than \$5,000 subject to such reasonable restrictions on its use as Glenpool deems appropriate; *provided that* the Chamber, or its vendors, will be responsible for the cost of making arrangements for additional trash service, electrical work and the cost of labor, including reimbursement to the City of Glenpool for personnel provided to Chamber in the performance, without limitation, of maintenance, set-up assistance and/or security. Neither the City of Glenpool nor the Glenpool Industrial Authority will be obligated to any monetary commitment for this event beyond the \$5,000 contributed under this subsection H.

II. Chamber agrees to provide the following:

- A. At any time Chamber personnel are the last to leave the premises, it will be that person's(s') responsibility to ensure that the Premises are closed and secured. Specifically, it is the responsibility of the Chamber to ensure the Conference Center is closed and secured properly at the end of any event hosted by the Chamber.
- B. Chamber will be responsible to pay: (i) annual rent to Glenpool for specified office, storage and conference room space in an amount not to exceed one hundred dollars (\$100) for the term of this Agreement; (ii) its own phone and Internet services, and (iii) signage pre-approved by City of Glenpool staff.
- C. Chamber shall work on business retention and expansion efforts with existing businesses, and shall serve as a local business advocate addressing the concerns of local businesses. Chamber shall periodically report significant concerns of the business community to the City Manager to the extent deemed necessary and appropriate by the Chamber.
- D. Chamber shall provide front desk support for the City Hall/Conference Center during regular business days of the City of Glenpool for the hours from 8 a.m. through 5 p.m. Monday through Friday. No such services shall be required on days that are official holidays of the City of Glenpool. As provided by Section I.G., Chamber shall notify the city manager, or his/her designee, at least 48 hours in advance of non-emergent situations where supplemental personnel are needed by the Chamber to fulfill the requirements of this section. In emergency situations (i.e. unexpected absences), the Chamber shall immediately notify the city manager of the need for supplemental personnel.
- E. Chamber will provide an Annual Activity Report, in a format agreed to between the parties, to be submitted to the Glenpool City Manager by the 10th day of June of each fiscal year this Agreement is in effect.

III. Term, Renewal and Termination

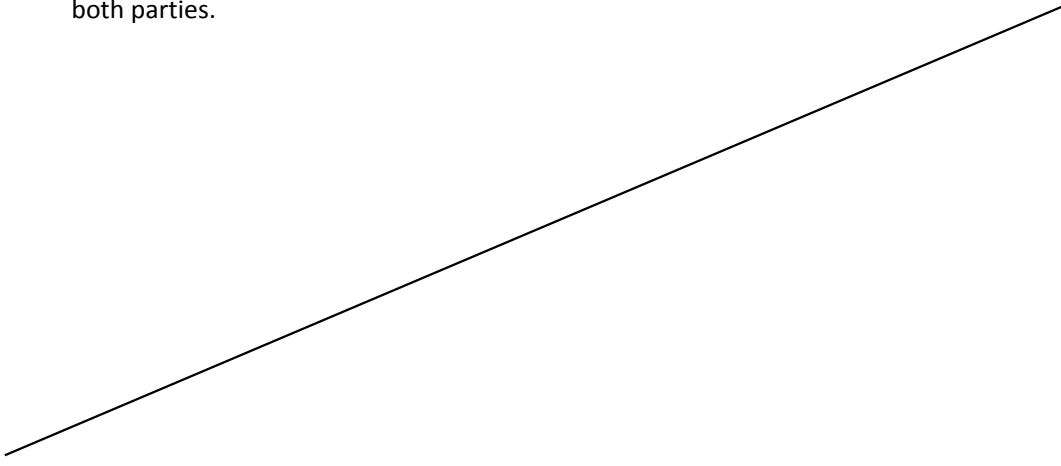
- A. The term of this Agreement shall be one year, to be measured on a City of Glenpool fiscal year (July 1, 2017 - June 30, 2018) basis ("**Term**"), with any payments to the Chamber provided as consideration for services to the Glenpool Industrial Authority

or the City of Glenpool, but not issued as of the effective date of this Agreement, being payable retroactively to July 1, 2017.

- B. Although Glenpool and the Chamber, by appropriate action of their respective governing bodies, may opt to extend this Agreement or negotiate a new agreement upon expiration of the term set forth in subsection III. A., Glenpool and the Chamber both understand and acknowledge that that neither the City of Glenpool, the Glenpool Industrial Authority nor the Chamber intend this Agreement as a representation, nor should it be read to represent, that either party has any obligation either to extend or replace this Agreement. Under no circumstance will this Agreement automatically renew
- C. Either party may terminate this Agreement by providing written 60 days' notice to the other party, provided that either party may immediately terminate this Agreement upon the breach of a material term by the other.

IV. Entire Agreement

It is understood that this Agreement is a complete understanding of all terms and conditions governed by this Agreement during the stated term, and that said terms and conditions cannot be altered in any manner other than by written agreement of both parties.



IN WITNESS WHEREOF, the parties have hereto set their hands this 16th day of October 2017.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

By: _____
Timothy Lee Fox, Mayor

THE GLENPOOL INDUSTRIAL AUTHORITY,
An Oklahoma Public Trust Authority

By: _____
Timothy Lee Fox, Chairman

Attest:

Susan White, City Clerk /Trust Authority Secretary

Approved as to form:

Lowell Peterson, City Attorney/Trust Authority Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: _____
Name: _____
Title: _____

Attest:

Secretary, Board of Directors

Approved as to form:

Chamber Attorney