

Lease Agreement between Oklahoma County District Attorney's Task Force on Child Abuse:

CARE Center Team and the Oklahoma City Police Department

This lease agreement is made and entered into by and between the Oklahoma County District Attorney's Task Force on Child Abuse: CARE Center Team (hereinafter referred to as the CARE Center) and the Oklahoma City Police Department (hereinafter referred to as OCPD) to establish the terms and purpose of the OCPD's use of 1400 Ashton Place by the Crimes Against Children Unit.

WITNESSETH:

WHEREAS the OCPD is a participant of Oklahoma County's District Attorney's Task Force on Child Abuse: the CARE Center pursuant to an interlocal agreement as authorized by Section 1-9-102 of Title 10 and Sections 1001, et seq., of Title 74 of the Oklahoma Statutes; and

WHEREAS the City Council of the City of Oklahoma City has authorized the Chief of Police to enter into interagency task forces with other federal, state or county agencies since 21 March 2000; and

WHEREAS the CARE Center has possession of a structure at 1400 Ashton Place and desires to allow the OCPD to exclusively utilize that structure by having the Crimes Against Children Unit work out of the structure in order to benefit the task force in addressing child abuse; and

WHEREAS as the OCPD deems it to be in furtherance of its goals and purpose relating to crimes against children and the District Attorney's Task Force to allow that unit to work out of the structure at 1400 Ashton Place.

NOW, THEREFORE, in consideration of the mutual covenants and agreements so forth herein and below, it is understood and agreed the OCPD will occupy the structure at 1400 Ashton Place pursuant to the following terms and conditions:

I. Purpose

Pursuant to the authority, goals and objectives of the task force as set forth in the CARE Center Team Task Force Interagency Agreement to address the needs and investigation of child abuse victims in Oklahoma County, coupled with the OCPD duty to investigate crimes against children, the OCPD will exclusively use and occupy the CARE Center structure at 1400 Ashton Place and all appurtenances thereto for its Crimes Against Children Unit.

II. Term/Renewal.

- A. The term of this Agreement shall commence on the 1st day of July 2022, at 12:01 a.m., and terminate at midnight on the 30th day of June 2023, unless the parties agree in writing to a different starting time and date.
- B. This Agreement may be renewed between the City and the Care Center for a one year term, to begin at 12:01 a.m., on July 1st and to terminate at midnight on the 30th of June of the following calendar year. The terms of each succeeding contract shall be the same as the previous contract, except as to compensation or other terms agreed to by the parties.
- C. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval by all parties within the fiscal year from which funds are to be paid.
- D. Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivisions of the State of Oklahoma pursuant to Article X, §26 of the Oklahoma Constitution (last amended 1996). Furthermore, this Agreement shall not in any way bind any party beyond the current fiscal year.

III. Termination

This Agreement may be terminated by any Party for any reason or for no reason upon one hundred eighty (180) days written notice to the other Party.

IV. Access

- A. The nature of the investigations conducted by the Crimes Against Children Unit dictate the use of the structure at 1400 Ashton Place must be exclusive to OCPD. Any non-OCPD person requesting access to 1400 Ashton Place must be approved by the supervisor of the Crimes Against Children Unit, the CARE Center CEO or either's designee.
- B. In the event of an emergency, the CEO of the CARE Center or her designee shall have access to the structure at-issue herein.

V. Security

- A. The CARE Center agrees to be responsible for providing a habitable structure at 1400 Ashton Place, including but not limited to secure windows and doors.
- B. The OCPD agrees to pay for additional security systems and/or devices it deems appropriate and/or necessary to protect evidence and/or investigative information within 1400 Ashton Place, including but not limited to card access locks on interior doors, as part of its official law enforcement duties. Any and all such security systems installed and/or provided by the OCPD shall remain the property of the OCPD.

VI. Maintenance

- A. The CARE Center agrees to be solely responsible to the maintenance and or repair of fixed structures (i.e. roof, security system, electrical, plumbing, air/heating units, and lawn care, replacement of filters and large overhead light bulbs) at 1400 Ashton Place. Unfixed items like desks, computers, phone cords, and desk mats for example will be provided by OCPD.
- B. The CARE Center further agrees to be responsible for all utility bills, including telephone services. The OCPD agrees to be responsible for routine cleaning (i.e. picking up trash, replacing old/damaged furniture).

VII. Equipment

- A. Although the CARE Center agrees to provide a habitable structure at 1400 Ashton place, including but not limited to a structurally intact building, heating/air and utilities and telephone service, the OCPD agrees to be responsible for establishing the appropriate and/or necessary computer network system, telephone system and/or resources as part of its official law enforcement duties.
- B. The City expressly reserves any and all property rights in any and all City equipment and/or property placed into the structure at 1400 Ashton Place and shall have full authority to remove any and all such City property placed within that structure.

VIII. Compensation

The OCPD agrees to contribute \$14,667 to the CARE Center to assist in the funding of operating cost for the facility.

IX. No Separate Legal Entity

No separate legal entity or organization shall be deemed created by virtue of this Agreement.

X. Liability

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma State Statute 2001, 151-172, inclusive as last amended. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts of omissions of the other parties.

C. The CARE Center expressly agrees to be the only party responsible for any and all liability insurance of the structure and/or premises located at 1400 Ashton Place and appurtenances thereto, Oklahoma City, Oklahoma. The CARE Center further agrees to carry liability insurance to protect invitees and licenses from injuries to persons and property caused by defects or dangers of the property or neglect of the property and/or premises at 1400 Ashton Place.

XI. Notices

All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the OCPD and CARE Center at the following addresses:

If to City: Chief of Police
 700 Colcord Drive
 Oklahoma City, OK 73102

If to CARE Center: The CARE Center
 Attn: CEO
 P.O. Box 1125
 Oklahoma City, OK 73101

And to: The Oklahoma County District Attorney's Office
 320 Robert S. Kerr
 Oklahoma City, OK 73102

XII. Non-Assignable

This Agreement shall not be assignable unless agreed to in writing by all parties hereto.

XIII. Severable

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

XIV. Amendments

Any amendment to the Agreement must be in writing and approved by the parties.

XV: Agreement Supersedes Prior Agreements

This agreement supersedes any and all prior Care Center Lease Agreements. To the extent any terms and/or provisions of any prior Care center lease agreement between the parties are inconsistent with any provision of this Agreement, the prior terms and provisions are hereby superseded by this agreement.

XVI: Complete Agreement

This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

XVII: Signatures

IN WITNESS HEREOF, the parties have approved this Agreement and authorized the signatures below as of the dates there set out.

Wade Bouley

CHIEF OF POLICE

7-28-2022

DATE

CEO of The CARE Center

Stacy McDaniel

DATE

ADOPTED by the City Council and **SIGNED** by the Mayor of the City of Oklahoma City

this 16th day of August, 2022.

David Holt



ATTEST:

Amy K. Simpson

City Clerk

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor