

LEASE AGREEMENT

This Lease Agreement (Agreement) is entered into as set forth below between The City of Oklahoma City (City) and the Neighborhood Alliance of Central Oklahoma, Inc. (Lessee).

WITNESS:

WHEREAS, the City owns certain property located in Lot 10, Block 2 of the Continental Place addition, at 1236 Northwest 36th Street, in Oklahoma City (Leased Premises); and

WHEREAS, Lessee is a local non-profit that has, for many years, used the Leased Premises to provide neighborhood development and educational programs to the public; and

WHEREAS, Lessee desires to continue using the Leased Premises to provide needed services to the community; and

WHEREAS, the most recent Agreement has expired, and the parties wish to enter into a new Agreement for the Leased Premises.

NOW, THEREFORE, the parties agree:

1. **GRANT**

The City hereby leases to Lessee, and Lessee hereby accepts, the Leased Premises. (See Exhibit A, incorporated herein.) This Agreement shall allow Lessee to operate and maintain the Leased Premises for public benefit, as described above.

2. **NON-PROFIT STATUS**

Lessee warrants that it is a duly organized, non-profit organization.

3. **SERVICES PROVIDED**

- A. Lessee shall use the Leased Premises for neighborhood organization meetings, neighborhood development services, grant-writing workshops, and public safety and other educational programs and services, as described in the Management Plan. (See Exhibit C, incorporated herein.)
- B. If scheduling allows, as determined by Lessee's authorized agent(s), Lessee shall make the Leased Premises available for meetings of other community-based, non-profit organizations.

4. **CONSIDERATION**

Lessee shall provide the services described herein and pay the City one hundred dollars (\$100.00) per month. The first payment shall be due on the effective date of this Agreement, as described in Section 5. Subsequent payments shall be due, in advance, on the first day of each month during the remainder of the Agreement term.

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5. TERM

This Agreement shall be for five (5) years from the date of approval by the City. Upon mutual consent, it may be renewed for two (2) additional, five-year (5-yr.) terms, for a total of fifteen (15) years.

6. MAINTENANCE AND OPERATIONS

- A. Lessee accepts the Leased Premises “as-is” and without warranty.
- B. Except as expressly provided herein, all maintenance, repair, operation, janitorial services, and trash removal at the Leased Premises shall be at Lessee’s expense. Lessee shall keep the Leased Premises in a clean, well-maintained condition.
- C. Lessee shall provide all needed utilities at the Leased Premises. These shall include, but not be limited to, telephone and internet service.
- D. Lessee shall stock all goods and supplies needed at the Leased Premises.
- E. Lessee shall adequately staff and control all activities at the Leased Premises to ensure orderly conduct and reasonable safety.
- F. Lessee shall obtain all required approvals for operating the Leased Premises. These shall include, but not limited to, zoning, occupancy, health, and environmental permits.

7. CONSTRUCTION AND IMPROVEMENTS

- A. Lessee shall not undertake construction, improvement, or modification at the Leased Premises without approval of the City’s authorized agent(s).
- B. The City reserves the right to construct improvements at the Leased Premises. The City’s authorized agent(s) shall notify Lessee in advance of such construction or related activities. However, the City makes no commitment to repair, alter, or improve the Leased Premises.
- C. Any improvements made by Lessee to the Leased Premises shall become City property upon final acceptance by the City, or at the expiration or termination of this Agreement, whichever is first. Lessee shall not receive compensation or rent adjustment for such improvements without approval of the City’s authorized agent(s).

8. ASSIGNMENT AND SUBLETTING

This Agreement shall not be assigned or sublet without written approval of the City.

9. RIGHT OF INSPECTION

The City’s authorized agent(s) shall have the right, but not the duty, to inspect the Leased Premises at any reasonable time and for any official purpose. This shall include, but not be limited to, verifying compliance with the Agreement terms.

10. INDEMNITY

- A. Lessee shall release, defend, indemnify, and hold harmless the City, and its officers, agents, and employees, for any property damage or loss, for any injury or death, and for any claims or liabilities arising from any activity under this Agreement. This provision shall survive the expiration or termination of this Agreement, not be limited by any other Agreement provision, and be binding upon Lessee's representatives, successors, and assigns.
- B. The City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Lessee, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended.

11. INSURANCE

- A. Lessee shall provide a comprehensive general liability insurance policy sufficient to meet the City's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand (\$175,000.00) per person for injury or death, twenty-five thousand dollars (\$25,000.00) for property damage, and one million dollars (\$1,000,000.00) for all claims arising from a single occurrence, to be effective during the Agreement term. Lessee shall pay required insurance premiums or deductibles.
- B. Lessee's insurance policy shall name the City as additional insured. Lessee shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' prior, written notice to the City by certified mail using the contact information contained in Subsection 26.A.
- C. Lessee shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- D. Lessee shall ensure that any contractors it uses at the Leased Premises provide the City with the insurance coverage required in this Section.
- E. Consistent with the other requirements of this Section, Lessee shall provide a certificate of insurance to the City's authorized agent(s) before this Agreement is docketed for City Council action. (See Exhibit B, incorporated herein.)

12. PRE-EXISTING LEASES AND ENCUMBRANCES

This Agreement shall be subject and subordinate to existing grants, easements, franchises, or rights-of-way. This Agreement shall be further subject and subordinate to the right and power of the City to construct, operate, and maintain public utilities or facilities in, above, or under the public ways.

13. TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement, for any reason and without cost or liability, upon one hundred twenty (120) calendar days' written notice to the other party.

14. TERMINATION FOR CAUSE

- A. Lessee shall comply with all Agreement terms. Failure to do so shall be an Agreement breach. In such case, the City's authorized agent(s) shall notify Lessee to correct the breach within thirty (30) calendar days. If Lessee does not correct the breach within the notice period, the City may terminate this Agreement immediately without cost or liability. If so, this Agreement shall become void, and Lessee shall promptly cease occupying or using the Leased Premises. At that time, Lessee shall surrender the Leased Premises to the City in as good a condition or better as it existed on the effective date of this Agreement, normal wear and tear excepted.
- B. Consistent with the other requirements of this Section, if Lessee has made substantial progress toward correcting any Agreement breach within the notice period, Lessee shall have a reasonable time to fully correct such breach.
- C. The City may waive any Agreement breach. However, that shall not constitute a continuing waiver of such breach, or similar breaches. Also, the City may later require Lessee to comply with any previously waived Agreement breach.

15. CONDITION UPON EXPIRATION OR TERMINATION

Upon the expiration or termination of this Agreement, Lessee shall peaceably surrender the Leased Premises to the City in a clean, well-maintained condition, free of any claim, lien, or encumbrance.

16. REMOVAL OF IMPROVEMENTS AND PERSONAL ITEMS

If this Agreement expires or is terminated, Lessee shall remove all personal property from the Leased Premises within thirty (30) calendar days. If Lessee does not do so, the City's authorized agent(s) may dispose of such items immediately without cost or liability.

17. COMPLIANCE WITH LAWS

This Agreement shall be subject to applicable laws, rules, regulations, guidelines, and policies.

18. ALCOHOLIC BEVERAGES

Lessee shall not allow the sale, distribution, or consumption of beer, wine, or other alcoholic beverages at the Leased Premises.

19. SMOKING AND VAPING PROHIBITED

Smoking and vaping are prohibited at the Leased Premises. Lessee shall take reasonable steps to ensure compliance with the City's no-smoking/no-vaping Ordinance.

CONTINUED ON THE NEXT PAGE

20. SECURITY

Lessee shall provide required security for equipment, supplies, and activities at the Leased Premises. Lessee shall promptly notify the City's authorize agent(s) if City property is stolen or vandalized.

21. NON-DISCRIMINATION

Lessee shall not discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation, gender identity, or gender expression); national origin; ancestry; or disability as defined by the Americans with Disabilities Act, as it may be amended; in furnishing services, privileges, activities, or employment opportunities under this Agreement.

22. CONFLICT OF INTEREST

No officer or agent of the City shall have any financial interest, directly or indirectly, in this Agreement. Lessee shall promptly notify the City's authorized agent(s) of any known, or potential, conflict of interest involving any City officer or agent.

23. SIGNS

Lessee shall not install signs at the Leased Premises without approval of the City's authorized agent(s). Proposed signs must meet applicable City codes, as determined by the City's authorized agent(s). As part of the approval process, Lessee shall provide the City's authorize agent(s) with an illustration showing the design, location, and installation methods for the signs.

24. NON-EXCLUSIVE USE

The Leased Premises is public property and not for Lessee's exclusive use. The City's authorize agent(s), may, upon written notice, suspend or modify any Lessee rule, policy, or procedure that results in a public ouster from the Leased Premises.

25. COMPLETE AGREEMENT

This Agreement contains all terms consented to by the parties. Neither party shall be bound by any statement or representation not in conformity with this Agreement.

26. NOTICES

A. Communications to the City regarding this Agreement shall be sent to:

City of Oklahoma City
Parks and Recreation Department
420 West Main, Suite 210
Oklahoma City, OK 73102
michaeljsmith@okc.gov
(405) 297-2268

and

The City of Oklahoma City
City Clerk
200 North Walker Ave., 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov
(405) 297-2391

B. Communications to Lessee regarding this Agreement shall be sent to:

The Neighborhood Alliance of Central Oklahoma, Inc.
1236 Northwest 36th Street
Oklahoma City, OK 73118
Email: Georgie@nacok.org
Phone: 405.528.6322

or to such persons and addresses as the parties later designate in writing.

27. SECTION HEADINGS

The Section headings of this Agreement are for convenience only and shall not affect its meaning or interpretation. Lessee acknowledges that its signatory was able to fully review all Agreement terms before signing. This Agreement shall not be construed in favor of (or against) either party based on who drafted it.

28. TITLE

This Agreement shall not grant Lessee any property right in the Leased Premises, except the leasehold as shown in Exhibit A, incorporated herein.

29. APPLICABLE TAXES AND FEES

Lessee shall pay any taxes, or other fees, assessed upon the Leased Premises or related improvements. Upon request, Lessee shall deliver to the City's authorized agent(s) sufficient receipts or other evidence of payment of such obligations.

30. VENUE OF ACTIONS

This Agreement shall be construed according to Oklahoma law. Any legal proceeding regarding this Agreement shall be pursued in the appropriate court in Oklahoma County, Oklahoma. Each party shall pay its own attorney fees, and other expenses, related to any such legal proceeding.

31. REPRESENTATIONS

Lessee warrants that it can fulfil its obligations under this Agreement and that its signatory can bind it under the Agreement terms.

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32. ANNUAL REPORTS

- A. Each year during the Agreement term, Lessee shall provide the City's authorized agent(s) with a report on the condition of the Leased Premises. This report shall list all programs conducted by Lessee at the Leased Premises during the Agreement Year, including the number of participants.
- B. In addition to the requirements of Subsection 32.A., during the Agreement Term, Lessee shall provide the City's authorized agent(s) with an annual report on the estimated value of maintenance done, or improvements made, by Lessee at the Leased Premises. The data may include, but not be limited to, Lessee's direct costs (or contractor expenses) for maintenance or improvements at the Leased Premises. The information required under this Subsection shall be supplied using a standardize form, to be provided in advance by the City's authorized agent(s).

33. AMENDMENT

This Agreement may be amended by written consent of both parties.

34. CITY DESIGNEE

The City Manager of the City, or his agent or designee, is authorized to exercise any right or duty of the City under this Agreement.

35. LIAISONS

The City and Lessee shall each designate at least one (1) representative to coordinate Agreement-related issues and serve as liaisons between the parties.

36. NO DAMAGE TO CITY PROPERTY

- A. Lessee shall protect all City property within the Leased Premises. If City property is damaged due to activities under this Agreement, Lessee shall promptly restore it to pre-existing condition or better or otherwise compensate the City for actual losses. This Section excludes normal wear and tear on City property, as determined by the City's authorized agent(s).
- B. Consistent with the requirements of Subsection 36.A., Lessee shall immediately notify the City's authorized agent(s) of damage within, or adjacent to, the Leased Premises due to activities under this Agreement. This shall include, but not be limited to, property or environmental damage.

37. FEES

Any fees Lessee charges community members for its services under this Agreement shall be reasonable and not exceed market tolerance. Lessee's authorized agent(s) shall respond to questions or concerns regarding such fees, or related matters.

SIGNATURE PAGE TO FOLLOW

APPROVED by the Neighborhood Alliance of Central Oklahoma, Inc. this 1 day of JUNE, 2022.

Debbie Pasco
Authorized Agent

Oklahoma County)
State of Oklahoma) SS:



This instrument was acknowledged before me on this 1 day of June, 2022.

Notary Public Justice Smith. My commission expires August 27 2025

APPROVED by the Council of The City of Oklahoma City this 21st day of June, 2022.

Amy K. Simpson
City Clerk



[Signature]
Vice Mayor

REVIEWED for form and legality.

Jill Burnett
Assistant Municipal Counselor

Exhibit A
Leased Premises
(Attached)

Exhibit A



Exhibit B
Certificate of Insurance
(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eric Granger(08752G8) 200 S Ranchwood Blvd Ste 18 Yukon OK 73099-2743		CONTACT NAME: PHONE (A/C, NO, EXT): 405-354-6470 FAX (A/C, NO): 405-577-6597 E-MAIL ADDRESS: egranger@farmersagent.com															
INSURED NEIGHBORHOOD ALLIANCE, INC. 1236 NW 36TH ST OKLAHOMA CITY OK 73118		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Truck Insurance Exchange</td><td>21709</td></tr><tr><td>INSURER B: Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C: Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	605482978	08/29/2021	08/29/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	OTHER: \$						
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N					COMBINED SINGLE LIMIT (Ea accident) \$	
BODILY INJURY (Per person) \$							
BODILY INJURY (Per accident) \$							
PROPERTY DAMAGE (Per accident) \$							
\$							
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N/A					EACH OCCURRENCE \$	
AGGREGATE \$							
\$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$	
E.L. EACH ACCIDENT \$							
E.L. DISEASE - EA EMPLOYEE \$							
E.L. DISEASE - POLICY LIMIT \$							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1236 NW 36TH ST, OKLAHOMA CITY, OK 73118

CERTIFICATE HOLDER

CANCELLATION

CITY OF OKLAHOMA CITY 420 W MAIN ST OKLAHOMA CITY OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C
Management Plan
(Attached)

Maintenance Schedule for 1236 NW 36th St. Neighborhood Alliance of OKC Leased from OKC Parks Dept.

Maintenance

Building and Grounds Enhancements:

- 1.) Outside of building was painted in 2014
- 2.) Diseased trees removed and stumps ground from West side of Bldg. in 2020
- 3.) Latest roof replaced in 2012
- 4.) Downstairs bathroom remodeled with new vanity, new toilet, new flooring and new lighting in 2014
- 5.) New HVAC units installed in 2010. Installed one for the upstairs and one for downstairs.
- 6.) Replaced toilet in upstairs bathroom in 2018
- 7.) OGE Weatherization of the building in 2019
- 8.) Replaced all lighting fixtures on the ground floor into LED fixtures in 2022. Will do upstairs later in the year, 2022.
- 9.) Added outdoor security lighting in 2022
- 10.) New Door lock on front door in 2018
- 11.) Removed hot water tank and replaced with point-of-use hot water dispensers on each sink in 2015
- 12.) Hired a professional team to cut down scrub trees, overgrowth, etc. behind our property and the next-door property that was technically part of the Parks Dept. maintenance responsibility, but they never took care of it. NACOK cleared it out so Parks would have an easier time of maintaining that area now. Done in the fall of 2021

Annual Safety and Building Maintenance:

- 1.) Annual Fire Extinguisher Inspections by Professional
- 2.) Annual Roof inspection
- 3.) Annual HVAC Duct Cleaning
- 4.) Annual grounds cleaning of
- 5.) Clean carpets as needed

Semi-Annual

- 1.) Replace lighting bulbs as needed
- 2.) Replace air filters in HVAC system as system requires
- 3.) Remove dead or diseased trees/shrubs as needed

- 4.) Replace trees as needed and appropriate
- 6.) Repair and/or replace building fixtures as needed (plumbing, toilets, sinks, etc) always gaining permits and permissions when required Contracted professional Housekeeper on a bi-weekly basis
- 7.) Contracted professional Housekeeper on a bi-weekly basis

Seasonal

- 1.) Mow weekly during season
- 2.) Water grassy areas as needed
- 3.) Maintain bushes and other greenery to professional level
- 4.) Treat for weeds monthly during season
- 5.) Treat building for bugs and pests every 2 months on a contract with professional
- 6.) Mulch areas that need to be and maintain level of mulch