

LEASE AGREEMENT
BETWEEN THE CITY OF OKLAHOMA CITY
AND OKLAHOMA CITY FAMILY JUSTICE
CENTER, INC., FOR POLICE
WORKSPACE AT THE OKLAHOMA CITY FAMILY JUSTICE CENTER

I. INTRODUCTION

THIS LEASE AGREEMENT, made and entered into this 27th day of September, 2022 by and between OKCFJC, Inc., hereinafter called "LESSOR" and the City of Oklahoma City, hereinafter called "LESSEE," for and in consideration of the covenants and agreements herein provided, LESSOR does hereby lease to LESSEE approximately 1806 square feet of office space; sufficient to house the Oklahoma City Police Domestic Violence Unit.

II. TERM

This Agreement is by and between the City of Oklahoma City (the City) and the Oklahoma Family Justice Center, Inc., (OKCFJC) to enhance, expand and centralize services for domestic/family violence victims.

This lease shall be for a term of one years, commencing on October 1, 2022, and terminating on September 30, 2023. This Lease shall be renewable each succeeding year upon mutual ratification of each party and subject to annual appropriations by LESSEE's Council. If LESSOR desires not to execute a lease for the succeeding term, LESSOR shall provide written notice of this intent to LESSEE not less than sixty (60) days prior to the end of the lease term. LESSEE reserves the right to terminate this lease for convenience by resolution of its Council and advance written notice to LESSOR not less than sixty (60) days prior to the end of a given month, in which event all obligations by both parties shall cease at the end of that month.

This lease may be cancelled by either party for any or no reason by providing sixty (60) days' notice in writing to the other party.

In the event of any termination of this lease, earlier than the 30th day of September 2023:

1. Rent shall not be required after sixty (60) days' notice, regardless of the term previously identified;
2. Any and all City equipment or other property belonging to or purchased with City funds will be returned to the City;
3. Any and all confidential information in LESSOR's possession or control shall be returned the city or be destroyed with the destruction verified by an affidavit.

III. RENT

LESSEE agrees to pay LESSOR as rental for above-described property the sum of \$ 26,257.56, this total sum is based upon approximately 1806 square feet for use by law enforcement personnel. It shall

be payable in monthly installments of \$2,188.13, which will be due on or before the fifth (5th) day of each month for which rental is paid during the term. This rent shall include all rent, lease, utilities, security and telephone service and computer service.

It is understood that the provisions of this agreement and any renewals thereof are contingent upon annual fiscal appropriateness and lawful approval of the City. In the event funding is not available, or is not duly approved, the City may terminate this Agreement, or any applicable portion thereof, by notifying lessor of the City's intent to cancel and/or not renew and/or terminate this agreement pursuant to the terms of this agreement.

IV. USE

LESSEE agrees to take good care of the premises and not use them for any purpose other than that lawfully intended as the FJC.

V. MAINTENANCE

LESSOR shall maintain in good order, condition and repair, the exterior of the premises, including any lawns, driveways, fences, and lights. LESSOR shall maintain in good order, condition, and repair, the interior of the premises, including all heating and air conditioning equipment, electrical and lighting facilities, plumbing equipment installed therein, other fixtures, and shall repair any broken doors. Responsibility of LESSEE to make repairs shall not be imposed upon LESSEE unless such maintenance or repairs are necessitated by negligence, omission or misuse of the premises by LESSEE or its employees. In the event either party fails to maintain the premises in good order, condition or repair, in accordance with its obligations, the affected party shall give written notice to do such acts as are reasonably required so as to maintain the premises. In the event either party fails to promptly commence such work or diligently prosecute the same to completion, the other party may terminate the lease pursuant to the provisions of this lease.

LESSOR shall maintain the structural portion of the premises including exterior walls, windows and roof LESSOR shall maintain property casualty insurance on the leased buildings. LESSOR shall deliver any plumbing, electrical, heating and air condition systems in good working condition upon possession of premises by LESSEE. LESSOR shall have no obligation to repair until a reasonable time after the receipt by LESSOR of written notice of the need for repairs.

VI. SECURITY

LESSOR shall provide and ensure the area provided to LESSEE pursuant to this lease agreement is segregable and may be secured by the City. The LESSOR acknowledges that due to the nature of criminal investigations, the LESSEE needs additional security even within the FJC and thus needs secure telephone, Internet and/or computer services. To that extent, the LESSOR shall provide a secured area for the exclusive use of the LESSEE. The LESSOR shall also ensure the telephone, internet and computer connections for LESSEE are secure from other domestic/family violence service providers at the FJC.

LESSEE shall assist LESSOR in establishing general security measures by providing consultations and recommendations. Cost of security shall be burdened by the LESSOR.

VII. QUIET ENJOYMENT

The LESSOR agrees that if the LESSEE pays the rent herein reserved and performs the obligations of the LESSEE hereunder, the LESSEE will peacefully hold the leased premises throughout the lease term and LESSOR shall defend the LESSEE from any adverse claim for possession of the property.

VIII. INSURANCE AND PREMISES LIABILITY

LESSEE will be responsible, through self-insurance for risks of liability for injury to or death of any person and property damage occasioned by and arising out of or in connection with the several negligence of the LESSEE. The liability of LESSEE is several to that of any other person except for its employees acting in good faith whose acts or omissions are imputed to LESSEE. LESSOR shall carry liability insurance in an aggregate amount One Million Dollars (\$1,000,000.00) to protect invitees and licensees from injuries to persons and property caused by defects or dangers of the property or neglect of the LESSOR. All personal property not belonging to the LESSOR that is in or on any part of the leased premises or the building, shall be there at the risk of LESSEE, and LESSOR will not be responsible for damage to personal property resulting from fire, theft, vandalism, and any other casualty loss. The LESSEE shall be named in additional named insured, pursuant to this rental agreement, on the liability insurance of the

LESSOR, and shall be entitled to both defense and indemnity as would be the LESSOR in any claim or action for premises liability.

IX. ALTERATIONS

The LESSEE will make no alterations or additions to the leased premises without the prior written consent of the LESSOR. LESSEE will not commit or permit any waste or damage to be committed on any portion of the leased premises. Ordinary wear and tear and insured casualty loss is expected. Qualified personnel agreed upon by both parties will perform any improvements, alterations, repairs or maintenance in a workmanlike manner.

X. POSSESSION

LESSOR warrants that it has lawful right to the premises and that it will, at the beginning of the term hereof, deliver same to LESSEE in good conditions, free of all other tenancies, and that the premises comply with all laws and ordinances applicable to the premises and their intended use. Each party hereto affirms and states it has full right and authority to enter into this lease agreement.

XI. COMMENCEMENT

Notwithstanding the stated commencement date, if for any reason LESSOR cannot deliver possession of the premises to LESSEE on said date, LESSOR shall not be subject to any liability therefore, but in such case, LESSEE shall not be obligated to pay rent until possession of the premises is tendered to LESSEE; provided, however, that if LESSOR shall not have delivered possession of the premises within sixty (60) days from said commencement date, LESSEE may, at the sole option of LESSEE, by notice in writing to LESSOR immediately cancel this lease, in which event the parties shall be discharged from all

further obligations hereunder. If LESSEE occupies the premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and LESSEE shall not be charged with any rent for such period, providing such period does not exceed fourteen (14) days.

XII. SUBLEASE

LESSEE will not assign or encumber this lease or any interest herein or sublet the leased premises in whole or in part or suffer any other person to the leased premises or any portion thereof without the written consent of the LESSOR, and any such assignment, encumbrance, subletting or occupancy without such consent will be void.

XIII. CASUALTY

If the building is destroyed by casualty, or damaged to such extent that it cannot be repaired, or in the opinion of the LESSOR it cannot be repaired within sixty (60) days from the date of casualty, this lease shall terminate and rent shall be adjusted as of the date of such casualty. If the leased premises are damaged from casualty and can be repaired except as provided in the preceding sentence, LESSOR shall, with reasonable diligence, with allowance for the insurance adjustment, strikes, shortage of materials and labor, and weather delays, repair the same. If, during the period of repair, the leased premises cannot be used, rent shall abate for this period of repairs. If the leased premises can be partially used during said period of repair there shall be an equitable rebate of a portion of the rent. Repairs may be made during business hours and there shall be no abatement of rent by reason of inconvenience. Damage to the leased premises resulting from negligence of LESSEE shall be repaired at the expense of the LESSEE, as allowed by law and subject to the fiscal limitations contained hereinabove; provided, a timely notice of tort claim shall be filed with the City Clerk in order for this obligation or duty to be recognized and performed.

XIV. DEFAULT

If LESSEE defaults in the payment of rent, or in the performance of any of the provisions made by LESSEE in this agreement, and fails to correct the default, this lease shall terminate in accordance with Oklahoma statutes. In such event, LESSOR may re-enter the leased premises and remove all persons from possession. If LESSOR defaults in the performance of any covenants in this lease, fails to commence reasonable measures in a timely fashion to correct the default, LESSEE may terminate this lease, and shall be responsible only for rent to the date of possession is relinquished.

XV. SECURITY DEPOSIT

There shall be no requirement of a security deposit.

XVI. SEVERABILITY

If any clause or provision of this lease is illegal, invalid, or unenforceable under any present or future law, the remainder of this lease will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a

provision as similar in terms, upon agreement of both parties, to the original provision as is possible and which is legal, valid, and enforceable.

XVII. BINDING EFFECT

The provisions of this lease shall be binding on and inure to the benefit of the LESSOR and the LESSEE and their respective heirs, personal representatives, successors and permitted assigns.

XVIII. NOTICES

Notices provided for under this agreement, including but not limited to termination, will be deemed given three (3) days after the notice is mailed to the following representatives of the parties:

City of Oklahoma City	OCPD
And the OCPD	Chief of Police:
	Wade Gourley
	700 Colcord Drive
	Oklahoma City, OK 73102
	405-297-1000
Oklahoma City Family	OKCFJC, Inc.
Justice Center, Inc.	Board President
	Tricia Everest
	1140 North Hudson
	Oklahoma City, OK 73103
	405-463-4325

XIV. LIABILITY

This lease shall not be construed as creating any agency or third-party beneficiary agreements or liability in any form or manner whatsoever. The FJC is not separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by an agency to perform related functions shall not be considered for any purpose employees of any participating agency other than the one by whom they are employed. The assigning agency thus remains the sole entity responsible for supervision, work schedules, performance appraisals, compensations, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to the FJC functions.

Each party shall assume responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this lease. It is expressly understood and agreed that no agency or governmental entity executing this agreement in

any way agree to alter or waive in whole or in part any privileges or immunities otherwise enjoyed by the agency or governmental entity executing this lease.

Each party shall be solely responsible for the acts of its own officers, employees, and agents under this lease, but not for the acts of any officer, employee or agent of the other parties. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between any other party. Each party shall be responsible for all salaries, insurance or any and all other benefits of their own officers, employees and agents. All parties herein shall be exclusively liable for loss resulting from tort or the torts of their employees acting within the scope of their employment as provided by law, including the Governmental Tort claims Act, 51 O.S. §§ 151, et seq., as may be appropriate by law.

XV. COMPLETE AGREEMENT

The LESSEE agrees that there are no representations, understandings, stipulations, agreements or promises pertaining to this lease or the leased premises, which are not incorporated herein. This lease will not be altered, waived, or amended, or extended, except by a written agreement signed by the LESSOR and the LESSEE.

XVI. GOVERNING LAW

This lease will be construed and enforced according to the internal laws of the State of Oklahoma. All claims, disputes and other matters in question arising out of or relating to this lease, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State and County of Oklahoma and in no other venue.

XVII. UTILITIES

LESSOR agrees to pay for all water, sewer, garbage, natural gas, electric, and any other utilities supplied to the leased premises. LESSOR shall be responsible to remove all junk and debris and shall mow as needed on a regular basis.

XVIII. AMENDMENTS

Any amendments to this lease must be in writing and approved by the parties.

XIX. NON-ASSIGNABLE

This lease shall be non-assignable unless agreed to in writing by all of the parties hereto.

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

OKLAHOMA CITY FAMILY JUSTICE CENTER, INC.

APPROVED by the OKCFJC, Inc., Board of Directors and SIGNED by the President of the Board of Directors this 30 day of August, 2022.

by:

David Holt

President of Board of Directors

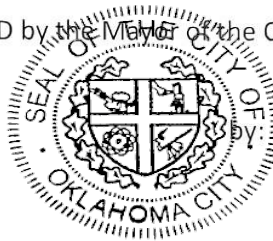
THE CITY OF OKLAHOMA CITY

APPROVED by the Council and SIGNED by the Mayor of the City of Oklahoma City this 27th day of September, 2022.

by:

Amy K. Simpson

CITY CLERK



David Holt

MAYOR

REVIEWED for form and legality:

by:

J. Kim

Assistant Municipal Counselor