

County Request No. 482

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 6/21/24 Department: OK County Facilities Management

State the nature of the legal request: Please review the contract between Pastor Theodis Manning and the Public Buildings Authority for leased space in the building located at 7401 N.E. 23rd st, OKC, OK 73141 for the fiscal year 2024 - 2025.

RECEIVED

JUN 21 2024

CIVIL DIVISION
DISTRICT ATTORNEY

Signature

Reply of District Attorney's Office: _____

Reviewed

Date of Reply

6/24/24

Sam E. [Signature]
Assistant District Attorney

STORAGE FACILITY LEASE AGREEMENT

This Lease Agreement is made this 12th day of June 2024 between the **OKLAHOMA COUNTY PUBLIC BUILDING AUTHORITY (LESSOR)** and **PASTOR THEODIS MANNING. (LESSEE)**.

Section I. LEASED PREMISES

WHEREAS, the LESSOR is providing the LESSEE approximately **2,375 square feet of space**, located at 7401 NE 23rd St, Oklahoma City, Oklahoma to be used by the LESSEE primarily as office space at **\$10.00** per month.

SECTION II. LEASE TERMS

The term of the LEASE shall commence on **July 1, 2024 thru June 30, 2025**.

SECTION III. RENT

The total monthly rental to be paid by Lessee shall be **\$10.00** per month. Rent shall be payable on the first day of each month of this lease, upon Lessee's receipt of the appropriate invoicing from Lessor.

SECTION IV. UTILITIES SERVICES

For the term of this LEASE, the LESSOR shall pay and provide all utilities for said space. As used herein, utilities shall mean electric, gas water and sewer. For the purpose of this LEASE, the utilities charges have been included in the cost per square foot calculations and incorporated in the monthly rent in Section III of the LEASE AGREEMENT.

SECTION V, PARKING

LESSEE agrees that its employees shall park in the parking areas designated by LESSOR. If no such parking areas are designated, LESSEE and its employees shall park in such areas to allow sufficient customer parking for all other tenants of the leased premises.

SECTION VI. CARE OF LEASED PREMISES

LESSOR shall maintain the heating system, hot water tank, foundation, structural slab floor, exterior walls, exterior guttering, outdoor electrical services and systems, roof, exterior plumbing, and exterior sewage lines pertaining to the LEASED PREMISES. LESSEE may not directly perform or contract for any maintenance or repairs to LEASED PREMISES.

SECTION VII. LIABILITY

It is mutually agreed that each entity shall be liable for its own acts, omissions and negligence. Each party to this agreement is a political division or subdivision and entitled to all of the defenses and immunities allowed and authorized by law.

SECTION VIII. RULES AND REGULATIONS

The LESSOR shall have the right to adopt rules or regulations concerning LESSEE's use and occupancy of the LEASED PREMISES and surrounding grounds as it pertains to the use of the building by multiple tenants and affects shared common areas.

SECTION IX. TERMINATION, RENEWAL AND SURRENDER OF LEASED PREMISES

The LEASE AGREEMENT shall terminate upon the expiration of the fiscal year, which ends on June 30 of each year and is subject to renewal upon the mutual consent of each party. Each party reserves the right to terminate the lease agreement upon no less than thirty (30) days prior written notice of cancelation. Rent will be charged and due for each month the LESSEE continues to occupy the property regardless of expiration of the term and/or notice of termination or effective date of cancelation.

SECTION X. ASSIGNMENTS AND SUBLETTING

The LESSEE shall not assign or transfer this LEASE or sublease the LEASED PREMISES, or any portion thereof, without the prior written consent of the LESSOR.

SECTION XI. NOTICES & GOVERNING LAW

This LEASE shall be governed and construed in accordance with the law of the State of Oklahoma. If any portion of this lease is found invalid or unlawful by any Court, it is the intent of the parties that the remaining terms of the lease valid and enforceable. Both parties to the lease are either a political division or subdivision of the State of Oklahoma; as such each party is self-insured and entitled to any and all defenses and immunities allowed by law.

division or subdivision of the State of Oklahoma; as such each party is self-insured and entitled to any and all defenses and immunities allowed by law.

All notices to be given pursuant to any provision of this LEASE shall be addressed to the party to be notified, at the address stated below:

LESSOR: Commissioner Brian Maughan, Chairman
Oklahoma County Public Buildings
Authority
320 Robert S. Kerr
Oklahoma City, OK 73102

LESSEE: Pastor Theodis Manning
8320 NE 10th St.
Midwest City, OK 73110

Each and every notice, demand, request and any other communication required or permitted hereunder shall be made in writing and deemed to be properly delivered and received when delivered in person or the date received by the party if mailed..

IN WITNESS WHEREOF, LESSOR AND LESSEE have executed this LEASE in duplicate counterparts, each of which shall be considered an original on the day and year first above written.

Theodis R. Manning Sr.

June 12th, 2024

LESSEE, Pastor Theodis Manning

DATE

LESSOR, CHAIRMAN, OKLAHOMA COUNTY PUBLIC BUILDING
AUTHORITY

DATE

ATTEST:

Oklahoma County County Clerk

Social Services
7401 NE 23RD St

