

County Request No. 108

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: 3-11-2024 Department: OK County Facilities Management

State the nature of the legal request: Please review the following contract between the Board of County Commissioners on behalf of the Oklahoma County Office of Emergency Management and the Public Buildings Authority for the fiscal year 2026-2027.

RECEIVED

MAR 11 2026

**CIVIL DIVISION
DISTRICT ATTORNEY**

Signature

Reply of District Attorney's Office: _____

OK as to front
legally
JEH

Date of Reply: 3/11/2024

Assistant District Attorney

KROWSE LEASE AGREEMENT

This Lease Agreement is made this _____ day of _____, 2026 between the **OKLAHOMA COUNTY PUBLIC BUILDINGS AUTHORITY (LESSOR)** and the **OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS** on behalf of the **OKLAHOMA COUNTY OFFICE OF EMERGENCY MANAGEMENT (LESSEE)**.

Section I. LEASED PREMISES

WHEREAS, the LESSOR is providing the LESSEE approximately **12,744 square feet of office space** located at **2109 Northeast 36th Street, Oklahoma City, Oklahoma 73111-5302**, to be used by the LESSEE primarily as commercial office space at **\$10.00** per square foot.

SECTION II. LEASE TERMS

The term of the LEASE shall commence on **July 1st, 2026** thru **June 30th, 2027**.

SECTION III. RENT

The total monthly rental to be paid by LESSEE shall be **\$10,620.00** per month. Rent shall be payable on the first day of each month of this lease, upon Lessee's receipt of the appropriate invoice 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 cancellation. 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 cancellation.

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

LESSEE:

Board of County Commissioners
320 Robert S. Kerr
Oklahoma City, OK 73102

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.

LESSEE, Oklahoma County Board of County Commissioners

DATE

LESSOR, CHAIRMAN, OKLAHOMA COUNTY PUBLIC BUILDINGS
AUTHORITY

DATE

ATTEST:

Oklahoma County County Clerk

