

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and effective as of this 1st day of July, 2026 by and between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Sheriff's Office, 2101 NE 36th, Oklahoma City, OK 73111 ("**Tenant**") and Metro Technology Centers School District No. 22, 1900 Springlake Drive, Oklahoma City, OK 73111 ("**Metro Tech**") (individually the "Party" and collectively the "Parties" to this Agreement).

RECITALS:

1. Metro Tech owns real property and improvements, located at 4901 South Bryant Ave., Oklahoma City, Oklahoma 73129, including The Public Safety Academy building ("Leased Property"); and
2. Tenant provides 911 Communications Center for Oklahoma County, Oklahoma and desires to use Leased Property for same purposes; and
3. Upon the terms and conditions herein stated, Metro Tech desires to lease the Leased Property to Tenant, and Tenant desires to lease the Leased Property from Metro Tech.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, including the above recitals, and intending to be legally bound, the Parties agree as follows:

1. Term.

- 1.1 Tenant shall be entitled to the Leased Property and this Lease shall commence on July 1, 2026, ("Commencement Date"). This Lease shall continue in full force and effect through, and including June 30, 2027 ("Initial Term") unless sooner terminated pursuant to the terms of this Lease. Tenant shall have the right to renew this Lease on an annual basis. Tenant shall have the right, at its option, and upon mutual written approval and ratification of the Parties, to extend the Lease term for successive one-year terms, beginning on July 1 and ending on June 30 each year (each a "Renewal Term"). To exercise its option to extend the Lease, Tenant shall give Metro Tech notice of such election at least one hundred eighty (180) days before the expiration of the Initial Term or any Renewal Term. "Lease Term" shall mean the entire term of this Lease, including the Initial Term, any Renewal Terms, any holdover period, or otherwise.
- 1.2 Automatic Termination of Lease/Default. The following shall constitute events of default on the part of Tenant. Upon the occurrence of any event below, Metro Tech shall have the right to terminate this Lease and Tenant's rights hereunder, including the right to occupy the Leased Property, without notice or demand, statutory or otherwise, all of which are waived by Tenant.
 - 1.2.1. Tenant's failure to operate a 911 Communications Center at the facility;
 - 1.2.2. Tenant's failure to maintain any required permits;
 - 1.2.3. Tenant's operation of any activity at the facility in a manner contrary to any law, ordinance, or regulation; or
 - 1.2.4. Tenant's violation or non-performance of any other obligation under this Lease that is not corrected by the Tenant within the time permitted under this Lease or, if no time is specified, within a reasonable time after Tenant's receipt of written notice from Metro Tech.

1.3 Voluntary Termination of Lease. Either party may terminate this Lease upon written notice to the other at least sixty (60) days prior to such termination.

1.4 End of Lease Term.

1.4.1. Condition of Leased Property. Upon the expiration or other termination of the Lease Term, Tenant will not commit, nor suffer to be committed, any waste at the Leased Property, and Tenant shall quit and surrender the Leased Property to Metro Tech in as good of condition as its condition at the Commencement Date, ordinary wear and tear, damage by casualty, and Tenant additions, as approved by Metro Tech, excepted.

1.4.2. Removal of Personal Property and Fixtures. Prior to or at the end of the Lease Term, Tenant shall remove any of its personal property, equipment, and trade fixtures (collectively "Tenant's Property"). Except for Tenant's Property, Tenant shall not remove any fixtures attached to the buildings or affixed to the Leased Property, whether placed thereon or thereto by Metro Tech or Tenant, either during or after the term of this Lease or any renewal thereof, without the written permission of Metro Tech, which permission shall not be unreasonably withheld. Tenant shall be responsible for and shall repair any damage caused by the approved removal of such fixtures.

1.5 Holding Over. Upon expiration of the Lease Term or other termination of the Lease, any holding over by Tenant with the consent of Metro Tech shall become a month-to-month tenancy, subject to the terms and conditions of this Lease. Metro Tech may terminate the month-to-month tenancy at any time and shall do so by giving Tenant notice of termination not less than thirty (30) days before the termination date of the month-to-month tenancy.

2. Obligation.

2.1 Tenant shall pay Metro Tech \$1 per year ("Lease Payment") as rent. The Lease Payment shall be payable no later than August 1st during the Lease Term. Metro Tech directs Tenant to make Lease Payments due to Metro Tech under this Lease to Metro Tech at the address provided herein.

2.2 Tenant agrees to provide work-based learning opportunities for approved Public Safety Academy students enrolled in Metro Tech's program as its in-kind contribution. Tenant shall provide a report quarterly on the work-based learning opportunities as agreed by the Parties. Note: This reporting should be reviewed by Metro Tech staff to provide feedback to the Tenant on the quality of work-based learning. The Tenant agrees to work with Metro Tech staff to arrange the rotations. Metro Tech teaching staff will monitor the completion of rotations.

2.3 Tenant agrees to provide communication equipment, commissioning of said equipment and camera system.

2.4 Tenant agrees to provide modular stations, chairs, computers and monitors, including installation and setup.

2.5 Pertaining to the Server Room and number of racks: one rack for 911, second rack for bridge server, third rack for OKC radio communications. Metro Tech agrees to provide network equipment, including network wiring and cabling.

2.6 Metro Tech agrees to provide Virtual Local Area Network (VLAN), 12' roof ring to mount antennas, (4) 4" gooseneck conduit into server room and redundancy (2) 4" conduits.

3. Representations and Warranties: Covenants.

3.1 Metro Tech's Representations and Warranties. To induce Tenant to enter into this Lease, Metro Tech represents and warrants as follows:

3.1.1 Authority Relative to this Lease. The execution, delivery, and performance of this Lease by Metro Tech has been duly and effectively authorized in accordance with Oklahoma law.

3.1.2 The execution, delivery, and performance of this Lease by Metro Tech does not (a) violate any judicial or governmental decree, order, or judgment; (b) violate any applicable law; (c) conflict with the organizational documentation of Metro Tech; or (d) result in a breach of, or constitute a default under, any agreement or instrument to which Metro Tech is a party or by which it or the Leased Property are bound.

3.1.3 Condition of Leased Property. Metro Tech to the best of its knowledge and belief warrants that the Leased Property is in good condition and repair as of the Commencement Date of this Lease and that the mechanical, electrical, and plumbing systems at the Leased Property are fully operational and in good working order. Tenant shall receive the benefits of any warranties associated with the Leased Property, including roofs and mechanical systems.

3.2 Tenant's Representations and Warranties; Covenants. To induce Metro Tech to enter into this Lease, Tenant represents and warrants, and covenants to Metro Tech as follows:

3.2.1 Status. Tenant is an Oklahoma Governmental entity existing under the laws of Oklahoma and has full and requisite power and authority to execute and deliver this Lease and to carry out its obligations hereunder.

3.2.2 Authority Relative to this Lease. The execution, delivery, and performance of this Lease by Tenant has been duly and effectively authorized by Tenant, and does not (a) violate any judicial or governmental decree, order, or judgment; (b) violate any applicable law; (c) conflict with the organizational documentation of Tenant; or (d) result in a breach of, or constitute a default under, any agreement or instrument to which Tenant is a party or by which it is bound.

4. Use and Occupancy of Facility Space

4.1 Tenant shall not provide 911 Communications Center service in Leased Property until Leased Property is certified for occupancy to include health inspections and other applicable licensure or certifications.

4.2 Tenant may use the Leased Property only for the operation of the 911 Communications Center. Tenant shall not use the Leased Space in any manner, which could constitute a change in use or occupancy, as that term is defined in the current edition of the BOCA National Building Code (the "Building Code").

4.3 Tenant will utilize Leased Space 24 hours a day; 7 days a week.

4.4 Tenant's use of Leased Property and the operation of a 911 Communications Center at the Leased Space shall be in full and strict compliance with all applicable state, municipal, and federal laws, rules, and regulations.

4.5 Parties agree that each shall comply with all applicable provisions of provincial health,

- sanitation and safety laws and regulations, in addition to any specified by either Party.
- 4.6 Licensing. If Tenant is required to have a license from any federal, state or local regulatory agency for its operation at the Leased Property, Tenant shall maintain in good standing any such license required of any federal, state or local regulatory agency for Tenant's operation in the Leased Property.
- 4.7 Independent Contractor Relationship. It is not the intention of the Parties to form a joint venture or partnership for the operation of the 911 Communications Center. Rather, this Lease shall constitute a use of space only for the use stated herein. This Lease should not be construed to create a contract of employment or an agency relationship. Tenant is solely responsible for operation of the 911 Communications Center, for employment of staff and for the payment of all taxes, including federal, state and local employment taxes arising out of Tenant's activities hereunder.

5. Insurance; Indemnity

- 5.1 Tenant shall furnish Metro Tech, prior to its occupancy of the Leased Property, an Oklahoma County Self-Insured Resolution signed by the Board of County Commissioners of Oklahoma County, Oklahoma.
- 5.2 Metro Tech shall maintain property and casualty insurance at no less than the value of the Facility.
- 5.3 Insurance carried by the Parties shall be at the sole cost and expense of each respective Party.
- 5.4 Each Party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that Party or its employees or representatives in the performance or omission of any act or responsibility of that Party under this Lease.
- 5.5 Tenant shall not advertise or represent that Tenant is sponsored by Metro Tech or in any other way affiliated with Metro Tech.

6. Utilities; Custodial; Security.

- 6.1 Metro Tech shall be responsible for paying all charges for utilities, including but not limited to telephone, Internet access, gas, water, sewer, trash and waste management, recycling, and electricity.
- 6.2 Metro Tech shall be responsible for grounds service to include but not limited to lawn maintenance.
- 6.3 Metro Tech shall be responsible for building maintenance and repair.
- 6.4 Tenant shall be responsible for providing custodial services.
- 6.5 Tenant shall promptly notify Metro Tech, in writing, of any damage to the Leased Property or improvements located thereon above and beyond normal wear and tear including, without limitation, damage resulting from acts of vandalism or break in, fire, water damage or other significant damage or threat to the improvements.
- 6.6 Tenant shall permit Metro Tech or Metro Tech's agents, representatives or employees to enter the Leased Property at all reasonable times for the purpose of inspecting the Leased Property to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Metro Tech's interest in the Leased Property or to perform Metro Tech's duties under this Lease.
- 6.7 Tenant assumes the risk of any theft, loss or damages to its property or the property of its employees, agents and invitees. Metro Tech and its officers, agents, and


employees shall not be responsible or liable for any theft, loss of, or damage to property while at the Facility Space. Tenant is encouraged to carry Business Personal Property Insurance.

- 6.8 Tenant agrees to adhere to Metro Tech wayfinding and signage guidelines and to register for District emergency notifications.
- 6.9 Tenant agrees to adhere to Metro Tech's School Board Policies relative to the safety of others on school property.

7. Miscellaneous Provisions

- 7.1 Required program materials, supplies, food, and other services / goods necessary for operation of the 911 Communications Center shall be at the sole cost and expense of Tenant.
- 7.2 Entire Agreement. This Lease constitutes the entire agreement between the Parties with respect to the subject matter of this Lease and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Lease.
- 7.3 Amendments: Any amendment or modification of this Lease or additional obligation assumed by either Party in connection with this Lease shall only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
- 7.4 Severability. If any provision of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 7.5 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Venue for any actions arising out of this contract shall be Oklahoma County, Oklahoma.
- 7.6 General Provision. Failure of Parties to enforce any provision of this Lease shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Lease or the right of the Parties thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.
- 7.7 Heading. The section headings of this Lease are for reference purposes only and will not be referred to in interpreting the provisions.
- 7.8 Assignment. This Lease or any interest of Tenant therein, shall not be assignable by Tenant without the prior written consent of Metro Tech and any attempt to so assign shall be null and void.
- 7.10 The Parties agree that the stated consideration is sufficient and terms of this Lease shall be binding on all parties. All individuals undersigned are of sound mind, age of majority, possess the legal capacity to contract, and if signing on behalf of corporations, partnership or other entity, have the necessary authorization to enter into a binding contract.

Oklahoma County Sheriff's Office:



Signature of Authorized Official



Date

Tommie Johnson, III, Sheriff
Printed Name and Title of Signing Official

Metro Technology Centers:

Signature of Authorized Official

Date

Superintendent/CEO
Printed Name and Title of Signing Official

APPROVED this _____ day of _____, 2026

Board of County Commissioners
Oklahoma County, Oklahoma

_____ Chair

_____ Member

_____ Member

APPROVED as to form and legality on behalf of Oklahoma County:

Assistant District Attorney

ATTEST: _____, Deputy County Clerk