County Request No. 105

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 at the discretion of the elected official.

Date of Request: 3-11-2026 Department: OK County Facilities Management

State the nature of the legal request: Please review the contract between the Board of County Commissioners on behalf of the Oklahoma County Election Board and the Oklahoma County 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 form + legality

Date of Reply: 3/11/2026

Assistant District Attorney

Lincoln Building Lease Agreement

4201 N Lincoln Blvd, Oklahoma City, OK 73105

THIS LEASE AGREEMENT is made and entered into this _____day_____ 2026 by and between the **Oklahoma County Public Buildings Authority**, hereinafter referred to as Lessor, and the **Oklahoma County Board of County Commissioners** on behalf of the **Oklahoma County Election Board,** hereinafter referred to as Lessee.

The following definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in other provisions of this Lease Agreement:

(A) **Demised Premises**: Approximately **31,240 square feet** in the building located at 4201 N. Lincoln Boulevard, Oklahoma City, Oklahoma 73105.

(B) **Basic Rental**: The sum of **Thirty-Nine Thousand Seven Hundred Eighty-Three Dollars and 52/100 ($39,783.52)** payable at the office of the Lessor monthly, on or before the first day of each month of this Lease Agreement.

(C) **Lease Term**: A period of one year commencing on **July 1, 2026** and ending **June 30, 2027** during which all the terms and conditions of this Lease Agreement shall be in full force and effect.

(D) **Improvements:** None

(E) **Permitted Use**: Office

In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, covenants and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Demised Premises to have and to hold the same for the Lease Term, all upon the terms and conditions set forth in this Lease Agreement.

Lessor agrees to furnish Lessee, while occupying the Demised Premises, the following services:

(A) Hot and cold water at those points of supply provided for public use of the tenants.

(B) Heated and refrigerated air conditioning in season, if presently provided for the Demised Premises, at such times as Lessor normally furnishes these services to all tenants of building, and at such temperatures and in such amounts as are considered by Lessor to be standard, such service on Saturday, Sunday and holidays to be optional on part of Lessor.

(C) Elevator services in common with other tenants, for ingress to and egress from the Demised Premises.

(D) Janitorial cleaning services as in the judgment of the Lessor are reasonably required.

(E) Electric lighting for public areas and special service areas of the building in the manner and to the extent deemed by Lessor to be standard.

Failure in any extent to furnish, or any stoppage of, these defined services shall not render Lessor liable in any respect for damages to either person or property, nor be construed as an eviction of Lessee or work

an abatement of rent or relieve Lessee from fulfilling any covenant or agreement hereof. Should any equipment or machinery break down, or for any cause cease to function properly, Lessor shall use reasonable diligence to repair same promptly, but Lessee shall have no claim for rebate or rent or damages on account of any interruptions in service occasioned thereby or resulting. Lessee shall contact Lessor immediately upon discovering any such mechanical or equipment breakdown or stoppage in service.

This Lease Agreement is conditioned upon faithful performance by Lessee of the following agreements, covenants, rules and provisions herein set out and agreed to by Lessee:

1. To pay all rents and sums provided to be paid by lessee hereunder at the times and in the manner herein provided, including Lessee's pro-rata share of the common areas and the expenses related thereto. Except as otherwise provided herein, the obligation of Lessee to pay Basic Monthly Rental is an independent covenant, and no act or circumstances whether constituting a breach of covenant by Lessor or not, shall release Lessee of the obligation to pay rent.

a) In the event payment of any and all amounts required to be paid pursuant to this Lease Agreement are not made within ten (10) days from the date due, a late fee of ten percent (10%) of the monthly rental amount shall be added to the amount due and be payable immediately. In the event that has not been received by Lessor within thirty (30) days, in addition to the 10% late fee described herein, interest will be assessed as set forth below.

b) Insufficient checks: Upon receipt or notification of a dishonored check, all subsequent payments are to be paid with certified funds.

c) Interest: Unpaid balances of more than 30 days will accrue interest at the rate of .08% per month, compounded on a simple basis, until paid in full.

d) Returned checks: There will be a returned check fee of $30 and subsequent payments must be paid with certified funds.

e) Legal action to collect past due and/or unpaid rents: In the event that Lessor undertakes legal action to recover unpaid rents or other debts owed by Lessee, Lessee will, in addition to the late fee(s) and interest described above, be obligated pay to Lessor any and all other expenses, fees, interest allowable under the law.

2. Lessee will not mortgage, assign, or otherwise encumber this lease, or allow same to be assigned by operation of law or otherwise, or the Demised Premises or any part thereof, or use or permit same to be used for any other purpose than stated in the Permitted Use clause hereof without written consent of Lessor.

3. By moving into the Demised Premises or taking possession thereof, Lessee accepts the Demised Premises as suitable for the purpose for which the same are leased and accepts the building and each and every appurtenance thereof. Lessee, by said act, waives any and all existing defects therein.

4. Lessor shall not be liable to Lessee or Lessee's agents, employees, guests, invitees or any person claiming by, through, or under Lessee for any injury to persons, loss or damage to property, or for loss or damage to Lessee's business, occasioned by or through the acts or omissions of Lessor of any other person, or by any other cause whatsoever except Lessor's gross negligence or willful misconduct. To the extent Lessor is not prevented by law from contracting against such liability, Lessee shall indemnify Lessor and

save it harmless from all suits, actions, damages, liability and expense, including but not limited to costs and attorney fees, in connection with any and all damages, including but not limited to loss of life, bodily or personal injury or use by Lessee of the Demised Premises or any part thereof.

5. Lessee will not make or allow to be made any alteration or physical additions in or to the Demised Premises without the written consent of Lessor before performance. Such alterations, physical additions or improvements as well as those improvements made at the Lessee's expense or under any agreement with the Lessee whereby the Lessee is given an allowance or rent reduction in exchange for Lessor's agreement to install or allow to be installed lease improvements such as by way of example but not limitation: wall covering, floor coverings or carpet, paneling, doors and hardware, and any and all such improvements shall become the property of the Lessor and shall in no event be removed by the Lessee. It is the responsibility of the Lessee to restore the Demised Premises to the condition that existed when Lessee first took possession if Lessor so requests. This clause shall not apply to movable non-attached fixtures or furniture of the Lessee. If any mechanic's or material man's lien is filed against the Demised Premises or the real estate of the Demised Premises, Lessee shall cause same to be discharged within ten (10) days after the lien is filed by the Lessee paying or bonding over said lien.

6. Lessor shall have the right at any time to inspect, clean, alter, repair, or improve the Demised Premises and the building, and Lessor and its representatives for that purpose may enter on and about the Demised Premises and the building with such material as Lessor may deem necessary and may erect scaffolding and all other necessary structures on or about the Demised Premises and the building.

7. Lessee will, at Lessee's own cost and expense, keep the Demised Premises in sound condition and good repair, and shall repair or replace damage or injury done to the building or any part thereof by Lessee or Lessee's agents, employees and invitee, and if Lessee fails to make such repairs or replacements promptly, or within fifteen (15) days of occurrence, Lessor may at its option make such repairs or replacements, and Lessee shall repay costs thereof to Lessor on demand. Lessee will not commit or allow any waste or damage to be committed on any portion of this Lease Agreement by lapse of time or otherwise, deliver up said Demised Premises to Lessor in as good condition as at date of possession, ordinary wear and tear excepted, and upon termination of this Lease Agreement, Lessor shall have the right to reenter and Lessee and resume possession of the Demised Premises. In addition, Lessee shall permit Lessor or Lessor's agents and any other person authorized by Lessor to enter the Demised Premises at any time for valid business reasons.

8. If the Demised Premises or any part of the building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair.

9. In case Lessee makes a default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease Agreement, and Lessor places the enforcement of this Lease Agreement or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of possession of the demised premises in the hands of any attorney or files suit upon the same, the Lessee agrees to pay all attorney's fees at a rate of $175.00 per hour.

10. Lessee will conduct its business, and control its agents, employees and invites in such a manner as not to create any nuisance, interfere with, annoy, or disturb other tenants or Lessor in management of the building.

11. Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or any matter beyond the control of Lessor or for any damage or inconvenience which may arise through repair or alteration of any part of the building, or failure to make any such repairs, or from any cause whatever.

12. In consideration of mutual benefits arising by virtue of this Lease Agreement, Lessee does hereby mortgage unto Lessor all property of Lessee now or hereinafter placed in or upon the Demised Premises (except such part of property or merchandise as may be exchanged, replaced, or sold from time to time in the ordinary course of operations or trade, and including business records [ledgers, journals, files], clients clinical jackets and essential office equipment such as computer hardware/software and video equipment), and such property is hereby subjected to a lien of Lessor for payment of all rents and other sums agreed to be paid to Lessor herein. Said lien shall be in addition to and cumulative of Lessor's lien provided by law.

13. Lessee shall fully comply with all requirements of the Building Rules, which are attached hereto as Exhibit B and made a part hereof as though fully set out herein, and Lessee shall require Lessee's agents, employees, invitees, and visitors to do so. Lessor shall at all times have the right to change the Building Rules or to amend them in such reasonable manner as may be deemed advisable for safety, care, and cleanliness of the building and its tenanted areas and for preservation of good order therein. All changes or amendments to the Building Rules will be forwarded to Lessee in writing and shall be carried out and observed by Lessee.

Holding Over

In the event Lessee or anyone claiming under Lessee shall continue to occupy the Leased Premises after the expiration of the term of this Lease Agreement or any renewal or extension thereof without any agreement in writing between Lessor and Lessee with respect to such tenancy, said occupancy of the premises shall not be deemed to extend or renew the term of the Lease Agreement, but such occupancy shall be deemed as a tenancy at will, from month to month, upon the same covenants, provisions, and conditions herein with the exception of the Basic Monthly Rental, which shall immediately convert to a rate to include a twenty percent (20%) increase over and above the rate specified herein as the Basic Monthly Rental.

Default

In the event that:

(a) Lessee shall on three or more occasions be in default in the payment of the Basic Monthly Rental or other charges herein required to be paid by Lessee (default being defined as payment received by Lessor ten (10) or more days after the due date), regardless of whether or not the default has occurred on consecutive or non-consecutive months and regardless of whether payment was subsequently made with late fee included; or

(b) Lessee has caused a lien to be filed against the Demised Premises and said lien is not removed within thirty (30) days of the recording of the same; or

(c) Lessee fails to comply with any terms, provisions, conditions, or covenants of this Lease Agreement or any of the rules now or hereafter established for the government of the building (Building Rules); or

(d) Sixty (60) days have elapsed after the commencement of any proceeding by or against Lessee, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby the proceeding shall not have been dismissed (provided that the non-dismissal of any such proceeding shall not be a default so long as all of Lessee's covenants and obligations hereunder are being performed by or on behalf of Lessee); or

(e) Lessee deserts or vacates the Demised Premises; then

Lessor shall have the option to do any one or more of the following:

(i) Terminate this Lease Agreement by giving Lessee five (5) days notice thereof, in which event this Lease Agreement shall expire and terminate on the date specified in said notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Lease Term, and all rights of Lessee under this Lease Agreement in and to the Demised Premises shall expire and terminate, and Lessee shall remain liable for all obligations under this Lease Agreement that arose up to the date of such termination, and Lessee shall immediately surrender the Demised Premises to Lessor.

(ii) Without terminating this Lease Agreement, and with or without notice to Lessee, Lessor may in its own name but as agent for Lessee enter into and upon and take possession of the Demised Premises or any part thereof, and, at Lessor's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Lessee, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Lessor may rent the Demised Premises or any portion thereof as the agent of Lessee with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Lessor may deem necessary or desirable in order to relet the Demised Premises. Lessor shall in no way be responsible or liable for any rental concessions or any failure to rent the Demised Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorneys' fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Lessor to the extent and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Demised Premises, Lessor may grant rent concession and Lessee shall not be credited therefore. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay the Lessor the entire sums then due from Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall, at Lessor's option, be calculated and paid monthly. No such reletting shall be construed as an election by Lessor to terminate this Lease Agreement unless a written notice of such termination has been given to Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(iii) Without liability to Lessee or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Lessee any property, material, labor, utilities or other service, whether Lessor is obligated to furnish or render the same hereunder, so long as Lessee is in default under this Lease Agreement; or

(iv) Allow the Demised Premises to remain unoccupied and collect rent from Lessee as it comes due; or

(v) Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Demised Premises; or

(vi) Declare the entire amount of rent which would have become due and payable during the remainder of the Lease Term, to be due and payable immediately, in which event Lessee agrees to pay the same at once, together with all rents theretofore due, to Lessor. The acceptance of such payment by Lessor shall not constitute a waiver of any failure of Lessee thereafter occurring to comply with any term, provision, condition, or covenant of this Lease Agreement.

(vii) Pursue such other remedies as are available at law or in equity.

General Provisions

Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given when personally delivered to the office of the Lessor, or when mailed, postage prepaid by Certified or Registered U. S. Mail, addressed to the respective party to whom notice is intended to be given, as follows:

If to Lessee:	If to Lessor
Chairman, Board of County Commissioners	Chairman, Board of County Commissioners
Election Board, 4201 N. Lincoln Blvd.	320 Robert S. Kerr Ave.
Oklahoma City, Oklahoma 73105	Oklahoma City, OK 73102

Either party may terminate this agreement for any reason with a thirty (30) day notice to the other party.

If any term, provision, condition, or portion of this agreement shall be held to be invalid or unconstitutional for any reason, it is the intent of the parties hereto that the portion declared invalid shall be severable and the remaining portions of this agreement shall be enforceable.

This agreement shall be governed by the laws of the State of Oklahoma.

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Renewal:

By law, Oklahoma County government is limited to a one year contractual agreement.
Lease renewals will be subject to a review of satisfactory payment and performance history.
Lease rates may be subject to adjustment based on:

1) Market rates
2) Consumer Price Index as reported by the US Department of Labor and Statistics for the previous calendar year

This agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.

LESSEE

_____
Chairman, Board of County Commissioners

_____
Member

_____
Member

LESSOR – OKLAHOMA COUNTY PUBLIC BUILDINGS AUTHORITY

_____

Chairman of Public Building Authority

Trustee _____
Trustee _____

ATTESTED BY: OKLAHOMA COUNTY COUNTY CLERK

_____

Approved as to form and legality by, Oklahoma County Assistant District Attorney.

_____
Assistant District Attorney

_____
Director of Oklahoma County Facilities Management