

SPECIALTY LEASE AGREEMENT

This Specialty Lease Agreement ("Agreement") is entered into as of this day 1 of July, 2025, by and between Francis Tuttle Technology Center School District No. 21 of Oklahoma County, Oklahoma (the "Landlord") and The Board of County Commissioners of Oklahoma County (the "Tenant") on behalf of the Oklahoma County Sheriff's Office, based on the following facts and circumstances:

- A. Landlord is the owner of certain real property, commonly known as "Rockwell Campus"; and
- B. Tenant desires to lease certain premises located at the Rockwell Campus.
- C. Both parties agree that it will be mutually beneficial to the community to allow Tenant to be present on the Rockwell Campus while conducting its normal community outreach programs and fulfilling Tenant's statutory obligations.

In consideration of the rent and other charges to be paid and the covenants to be performed by Tenant hereunder, Landlord does hereby lease and demise to Tenant, and Tenant does hereby lease and take from Landlord, the Premises hereinafter described, upon the terms and conditions hereinafter set forth:

1. **Premises.** The "Premises" are located on the Rockwell Campus, situated at 12777 N. Rockwell Ave., Oklahoma City, OK 73142. Such space is located within the Campus Center Building, Zone C – Rooms C2575U, C2525S, C2575J, and Zone D – Rooms D1772 and D1772A.
2. **Term.** The "Term" of this Agreement shall commence on July **1, 2025** (the "Commencement Date") and will expire on **June 30, 2026**, unless sooner terminated as provided herein. Tenant will conduct its operations upon the Premises throughout the Term. Tenant agrees that Tenant's rights under this Agreement may be terminated upon Thirty (30) days written notice from Landlord in Landlord's sole and absolute discretion and without cause. Upon expiration of the term, this Agreement may be renewed by written agreement of the parties pursuant to the same terms and conditions, or those that are mutually agreed to by the parties. Any such renewal will commence on July 1st and conclude on June 30th of the following year.
3. **Use.** Tenant shall use the Premises during the Term for the sole purpose of maintaining a sub-station for the Oklahoma County Sheriff's Office.
4. **Fees.** The Tenant shall pay to Landlord the following Fees for Tenant's use of the Premises, the sum of **One Dollar and Zero Cents (\$1.00)** for the term total of this Agreement. Such Fee shall be paid by Tenant within Thirty (30) days of invoice by Landlord.

5. **Duty to Maintain**: Tenant shall, at its sole cost and expense, keep the Premises and all equipment and fixtures therein in a clean and wholesome condition, in good order and repair, free and clear of litter and debris and free from any objectionable noises, odors or nuisances and compliance with all health and organizational regulations, in all respects and at all times.

6. **Compliance with Law**. Tenant shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to the use, occupancy or condition of the Premises.

7. **Liability**. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma State Statutes § 151-172, inclusive of any amendments. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

8. **Assignment**. This Agreement, and the rights granted hereunder, are personal to Tenant and non-assignable and non-transferrable by Tenant. Any attempted assignment or other transfer of this Agreement, or sublease of any rights hereunder, by Tenant shall be null and void and the Agreement shall be immediately terminated without additional notice.

9. **Termination**. Upon the expiration or earlier termination of this Agreement for any reason whatsoever, Tenant shall leave the Premises in a neat and broom clean condition, free of debris and in as good condition as when the Premises were originally delivered to Tenant, ordinary wear and tear and casualty damage excepted, and shall promptly remove all personal property placed on the Premises by or on behalf of Tenant.

10. **Suitability of Premises**. Tenant hereby accepts the Premises in an "As Is" condition and Landlord expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability of the Rockwell Campus or Premises.

11. **Landlord's Access to Premises**. Tenant agrees that Landlord, its agents, employees or any person authorized by Landlord may enter the Premises at reasonable times for the purpose of inspecting its condition, making repairs or improvements to the Premises or the Rockwell Campus as the Landlord may elect, or be required. Landlord agrees not to disturb Tenant's conduct of operations during such access, except in the case of emergency.

12. **Entire Agreement**. This Agreement contains the entire agreement of the parties. Any representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification in writing signed by the parties.

13. **Notices.** All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the Landlord, Tenant and County Sheriff at the following addresses:

If to Landlord: Superintendent / CEO
Francis Tuttle Technology Center
12777 N. Rockwell Ave.,
Oklahoma City, OK 73142

If to County: Chairman of the Board of Commissioners
Oklahoma County, Oklahoma
320 Robert S. Kerr Avenue, Room 101
Oklahoma City, Oklahoma 73102;

and to

Sheriff of Oklahoma County
2101 NE 36th Street
Oklahoma City, Oklahoma 73111

15. **Severable.** The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

16. **Laws and Regulations.** This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma.

17. **Multiple Counterparts.** The Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

18. **Captions and Terms.** The captions and section numbers appearing in the Agreement are for convenience only and are not a part of the Agreement and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms and provisions of this Agreement, nor in any way affect this Agreement.

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

Tenant:

The Board of County Commissioners of Oklahoma County, Oklahoma

By _____ Date _____

Chairperson of the Board

Attest:

County Clerk

_____ Date _____

Tommie Johnson III, Sheriff

Landlord:

Francis Tuttle Technology Center

By Kathy Reiser Date 5/12/25

President, Board of Education