

# 298

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.


IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 5-12-22  
COUNTY DEPARTMENT MAKING REQUEST: Facilities Management

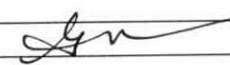
**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:**

**Please review lease agreement between the BOCC and Summit Youth in Sports Association (SYSA)** / *Below this Rental Figure To Be Appropriate and a Fair market amount for the Location.*

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

  
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: \_\_\_\_\_

REPLY BY DISTRICT ATTORNEY: Revised 5-12-22  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DAVID PRATER  
DISTRICT ATTORNEY

RECEIVED

MAY 12 2022

CIVIL DIVISION  
DISTRICT ATTORNEY

By: \_\_\_\_\_

## LEASE AGREEMENT

This Lease Agreement is made this 12<sup>th</sup> day of May, 2022 and effective on the 1<sup>st</sup> day of June 2022, between THE BOARD of COUNTY COMMISSIONERS for and on behalf of OKLAHOMA COUNTY, a political subdivision of the State of Oklahoma (Lessor) and Summit Youth in Sports Association (SYSA), a 501C non profit corporation, LESSEE.

### SECTION I. LEASED PREMISES

WHEREAS, the LESSOR will lease to LESSEE the property located at 8601 Main Street, Spencer, Oklahoma, consisting of a two story building containing approximately 7,000 square feet, a secure bank vault and associated parking.

### SECTION II. LEASE TERMS

The primary term of the LEASE shall commence June 1, 2022 and ends June 30, 2022. Parties have the option to renew the lease in one year increments effective at the beginning of each fiscal year.

### SECTION III. RENT

The monthly base rate payment to be paid by LESSEE shall be \$2,000.00  
Payment shall be payable on the first day of each month of this Lease, upon LESSEE'S receipt of the appropriate invoicing from Lessor.  
In the event the LESSEE requests major modifications prior to occupancy, LESSOR would pay for upgrades and recoup cost in the monthly rent above the base rate.

### SECTION IV. UTILITIES SERVICES

For the term of this LEASE, the LESSEE shall pay and provide all utilities for said space. As used herein, utilities shall mean electric, gas, water and sewer.

### 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

LESSEE will be responsible for general upkeep and maintenance.

To the extent permitted by applicable law, it is expressly agreed that the LESSEE shall be responsible for any damages to the property caused by visitors, constituents, invitees, or by the negligence of its employees. 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 the LEASED PREMISES.

#### SECTION VII. LIABILITY

It is mutually agreed that each entity shall be liable for its own acts, omissions and negligence.

#### SECTION VIII. INDEMNIFICATION

The LESSEE shall hold and save the County harmless from all claims, costs, loss or damage of any kind or nature whatsoever which may be sustained by reason of any act or omission on the part of the LESSEE, its employees, guests, patrons or invitees or anyone directly or indirectly employed by any of them or by anyone for whose acts or omissions of them may be liable.

#### SECTION IX. WAIVER

The LESSEE hereby surrenders and gives up all right to any claim for compensation for any loss or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply, drainage, electrical, or HVAC systems provided by the County. The County shall not be liable for any claim if the premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God.

#### SECTION X. 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.

#### SECTION XI. 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 ninety (90) 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. If the lease is terminated or not renewed, any balances due on rent or remaining amounts due on improvement and repair build schedule shall become immediately due and payable.

## SECTION XII. 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 XIII. 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 remain valid and enforceable.

## SECTION XIV. INSURANCE

LESSEE, will provide public liability and property damage insurance naming Oklahoma County and the Board of Commissioners of Oklahoma County as co-insured in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) aggregate.

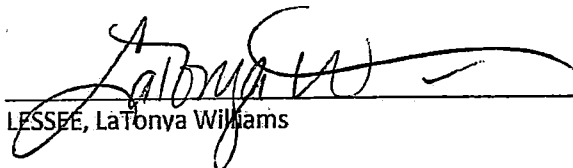
All notices to be given pursuant to any provision of the LEASE shall be addressed to the party to be notified, at the address stated below:

LESSOR: Commissioner Brian Maughan, Chairman  
Board of Oklahoma County Commissioners  
320 Robert S. Kerr Avenue  
Oklahoma City, OK 73102

LESSEE: Summit Youth in Sports Association  
P.O. Box 4  
Spencer, Oklahoma 73084

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.

INWITNESS 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, LaTonya Williams

  
DATE

LESSOR, Chairman, Board of County Commissioners

DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
<b>INSURED</b> Summit Youth in Sports Association 8601 Main Street Spencer, OK 73084	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hiscox Insurance Company Inc		10200
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.633.645.1	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Board of Commissioners  
320 Robert S. Kerr  
Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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