

**LEASE AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY AND THE OKLAHOMA COUNTY CRIMINAL
JUSTICE AUTHORITY**

Based upon the following recitals, the Oklahoma County Board of County Commissioners (hereinafter BOCC, Board, or Lessor) and the Oklahoma County Criminal Justice Authority (hereinafter OCCJA, Authority or Lessee), enter into this Lease Agreement (hereinafter Agreement) for the Lease of the Oklahoma County Detention Center, A.K.A. "County Jail or Jail" to become effective July 1, 2020, upon its approval by all parties.

ARTICLE I: RECITALS

WHEREAS, the Board of County Commissioners is the body corporate and politic of Oklahoma County and is empowered to enter into contracts on behalf of the County. 19 Okla. Stat. § 1, 3; and

WHEREAS, the Oklahoma County Criminal Justice Authority is a public trust created pursuant to 60 Okla. Stat. § 176 *et seq.* By the authority of the Trust Indenture and in accordance with 19 Okla. Stat. § 513.2, the Authority is charged with the duty to carry out the functions of operating and managing the Oklahoma County Detention Center in accordance with the laws of the State of Oklahoma.

ARTICLE II: GENERAL TERMS AND CONDITIONS

- A. This Agreement shall become effective July 1, 2020 and end on June 30, 2021, with the option to renew for additional one-year periods.
- B. This Agreement constitutes all of the terms and conditions agreed upon by the parties and no party, agent, administrator, or their employees may alter or change the terms hereof. Further, no party shall be bound by any statement or representation not in conformity with this Agreement.
- C. Titles of Paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- D. The terms of this Agreement may be amended as required by law or as may be in the interests of the parties. Any such modification and its effective date will be agreed upon by all parties in writing.
- E. A waiver by the parties of any provision of this Agreement must be in writing and signed by the parties hereto.
- F. The rights and duties under this Agreement are not assignable except upon prior written consent of the parties hereto.

ARTICLE III: DETENTION CENTER MANAGEMENT AND OPERATIONS

- A. The parties agree that the management and operation of the Oklahoma County Detention Center shall be in accordance with the following terms and conditions:
 - 1. Management, Operation and Maintenance of the Detention Facility. The Authority, pursuant to the Trust Indenture, shall be responsible for all costs related to the day-to-day operations, routine maintenance, and management of the Oklahoma County Detention Center in accordance with the Indenture.

ARTICLE IV: LEASE

- A. The Lessor, pursuant to this Agreement, has determined to lease certain real property known as the Oklahoma County Detention Center, located in Oklahoma County, more particularly described in Exhibit "A" hereto to the Lessee. The total amount of compensation to be paid by the Lessee, to the Lessor, shall be \$10.00 per year for the term of agreement.
- B. For the term of this Agreement, the Authority shall pay and provide for all utilities for the Oklahoma County Detention Center. As used herein, utilities shall mean electric, gas, water, and sewer, telephone, and fiber connection(s).
- C. To the extent permitted by applicable law, it is expressly agreed that the Authority shall be responsible for any damages to property caused by visitors, detainees, invitees, or employees.
- D. The Authority will, at its sole cost and expense, conduct routine maintenance and repair of the physical structure of the jail. For the purposes of this agreement, routine maintenance and repair shall be defined as cleaning, inspecting, and servicing of equipment, buildings, and other systems in order to lengthen the life-span of the equipment, building, or mechanical systems.
- E. Costs of capital repair and replacement of the capital structures at the existing jail, beyond the annual appropriations received from Oklahoma County, may be reimbursed by the County to the Authority, until such time as the Authority has dedicated revenue source(s) for the operation, maintenance, and management of the Oklahoma County Detention Center, subject to available funding of the County.
- F. All furniture, fixtures, and equipment within the existing jail shall be the sole responsibility of the Authority.
- G. Authority agrees to meet all warranty requirements for both routine and capital items.
- H. Lessee hereby covenants and agrees:
 - 1. To maintain and operate all leased property in accordance with the provisions of this agreement in a good and efficient manner, and will protect, indemnify, and hold harmless the lessor from any loss or damage directly or indirectly connected with, or arising out of, the management, operation and maintenance of the leased property.
 - 2. That it will comply with all valid acts, rules and regulations of any local, state, or federal body or officer having jurisdiction applicable to the leased property, or any part thereof, regarding its management, operation and maintenance of the leased property.
 - 3. That it will perform all things necessary and practical to accomplish the purposes of the Lessee in respect to this agreement, within the scope of the powers and duties set forth in the Trust Indenture.
- I. The Lessee shall have no right or authority whatsoever to allow title of the Lessor to the leased property or any part thereof or any substitutions thereof to be subjected to any encumbrance

for the payment of any obligation or subjected to any mechanic's or materialmen's lien or other lien; provided, that the forgoing shall not prevent the encumbrance of the leasehold interest portion of the Lessee to all or any specific portion of the leased property or any revenues therefrom in connection with the incurring of indebtedness by Authority or by law.

- J. The Lessee shall have no right to assign this lease; provided that an assignment thereof involved in, or made as an incident to, encumbrance of the leasehold interest of the Lessee to all or any portion of the leased property as permitted by bond indenture of the lessee, or subleasing of the leased property or any portion thereof for or as part of the operation thereof, shall not be construed as being prohibited hereby.

ARTICLE V: RELATIONSHIP OF THE PARTIES

This Agreement is made between two political subdivisions. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

ARTICLE VI: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended by the parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefits of the Authority and the County. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.

ARTICLE VII: LIABILITY

The Authority shall indemnify and hold harmless the Board of County Commissioners, and all of their employees from any and all assessments, judgments, costs including attorney's fees, and legal and other reasonable expenses that arise out of this lease agreement or the maintenance and operation of the Detention Center pursuant to the Trust Indenture.

ARTICLE VIII: SEVERABILITY CLAUSE

If any provision of this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

ARTICLE IX: NOTICES

All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below.

Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Board of County Commissioners of Oklahoma County
c/o Office of the Chairperson
320 Robert S. Kerr
Oklahoma City, OK 73102

Oklahoma County Criminal Justice Authority
c/o Mr. Greg Williams, CEO and Jail Administrator
201 North Shartel
Oklahoma City, OK 73102

With copies to:

John Michael Williams
522 Colcord Drive
Oklahoma City, OK 73102
Legal Counsel for the Oklahoma Criminal Justice Authority

District Attorney's Office
320 Robert S. Kerr
Oklahoma City, OK 73102
Legal Counsel for the Board of County Commissioners and
the Oklahoma Treasurer

ARTICLE X: AUTHORIZATION

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

ARTICLE XI: EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

Kevin Calvey

Kevin Calvey,
Chairperson of the Board of County
Commissioners of Oklahoma County

Carrie Blumert

Carrie Blumert,
Oklahoma County Commissioner, Dist. 1

Brian Maughan

Brian Maughan
Oklahoma County Commissioner, Dist. 3

6/22/2020

Tricia Everest

Tricia Everest (DATE)
Chairperson of the Oklahoma County
Criminal Justice Authority

ATTEST:

D.B. Horton



Oklahoma County Clerk

06-01-2020

(DATE)

Approved as to legality and form:

Mu Elgin

Assistant District Attorney
Counsel for the Board of County
Commissioners and the
Oklahoma County Treasurer

Legal Counsel to the Oklahoma
County Criminal Justice Authority

ATTACHMENT "A"

Legal Description