

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE April 28, 2010 AGENDA

**(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)**

DEPARTMENT: Juvenile Justice Center REQUESTED BY: Lawrence E. Hicks

REQUISITION NO.: \_\_\_\_\_ REQUISITION SHEET ATTACHED: \_\_\_\_\_ YES  N/A

NAME OF FUNDS: \_\_\_\_\_

FUND NUMBERS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

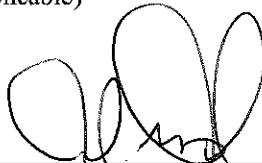
PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: \_\_\_\_\_ YES  N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: DHS has requested that all 3 originals be returned to them for signature and they will send an original copy back.

AGENDA ITEM READS AS FOLLOWS: Please review and approve the Lease Continuation Agreement between the Oklahoma County Board of County Commissioners and the Department of Human Services who agree to continue the current lease agreement of the Pauline E. Mayer Shelter located at 5905 N. Classen Court, Oklahoma City, OK 73118. This Agreement shall be effective July 1, 2010 through June 30, 2011.

APPROVED BY DA

(If Applicable)

  
4/20/2010  
\_\_\_\_\_  
ASSISTANT DISTRICT ATTORNEY

APPROVED BY

ENGINEER  
PURCHASING

(If Applicable)  
(If Applicable)

\_\_\_\_\_  
COUNTY ENGINEER  
PURCHASING AGENT

**Please initial if privacy/security protected information exist**

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: \_\_\_\_\_ YES  N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: \_\_\_\_\_ YES  N/A

**(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)**

DATE OF REQUEST: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
\_\_\_\_\_

CHAIRMAN

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## 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.

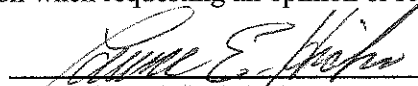
DATE OF REQUEST: 4 / 20 / 10

COUNTY DEPARTMENT MAKING REQUEST: JUVENILE JUSTICE BUREAU

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

Please review and approve the Lease Continuation Agreement between the Oklahoma County Board of County Commissioners and the Department of Human Services who agree to continue the current lease agreement of the Pauline E. Mayer Shelter located at 5905 N. Classen Court, Oklahoma City, OK 73118. This Agreement shall be effective July 1, 2010 through June 30, 2011.

**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

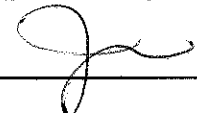
DATE RECEIVED BY DISTRICT ATTORNEY: 4/20/10

REPLY BY DISTRICT ATTORNEY: Reviewed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
APR 20 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY  
Revised 2003

DAVID PRATER  
DISTRICT ATTORNEY

By: 

# PENDING APPROVAL

## STATE OF OKLAHOMA DEPARTMENT OF HUMAN SERVICES

### LEASE CONTINUATION AGREEMENT

The Oklahoma Department of Human Services (Lessee) and Oklahoma County (Lessor) hereby mutually agree to continue the current lease agreement, Agency Requisition #00000309 for the contract period July 1, 2010 thru June 30, 2011.

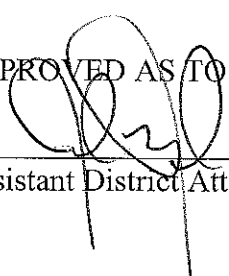
All other terms, conditions, and provisions of the agreement shall remain in full force except as modified by this amendment.

Lessor:

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010

Board of County Commissioners  
Oklahoma County, Oklahoma

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Assistant District Attorney

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST \_\_\_\_\_, Deputy  
County Clerk

**Lessee:**

Oklahoma Department of Human Services

\_\_\_\_\_  
Adele Jack, Director  
OKDHS Support Services Division

\_\_\_\_\_  
Date

# PENDING APPROVAL

Original  
Agreement

## CONTINUATION LEASE AGREEMENT

This Lease Agreement made and entered into this 23 day of May, 2007, between Oklahoma County, its successor(s) and/or assigns ("Lessor"), and the State of Oklahoma, Department of Human Services ("Lessee").

The parties, for the consideration stated, covenant and agree to the following:

Whereas, the parties previously entered into a Lease Agreement for the property described below on July 1, 1991, and the agreement provided the Lessee pay rent for 15 years and then would be granted the right to occupy the premises for a thirty (30) year term, rent free, but being responsible for maintenance and repairs, among other things, based upon this new agreement.

1. Lessor hereby leases to Lessee the following described premises: A building to house juveniles, located on a tract, piece of parcel of land lying in the Northwest Quarter (NW/4) of Section Nine (9), Township Twelve North (T12N), Range Three West (R3W) of the Indian Meridian (IM), Oklahoma County, Oklahoma, and being more particularly described as follows:

Commencing at the southwest corner of said NW/4, Thence N 0 Degrees 10'33" E along the west line of said NW/4 a distance of 1201.70 feet, Thence S 88 Degrees 16'57" E a distance of 250.00 Feet to the point or place of beginning, thence continuing S 88 Degrees 16'57" E a distance of 304.09 feet, thence along a curve To the right having a radius of 266.56 feet, a distance of 407.39 Feet, Thence S 0 Degrees 42'57" E a distance of 139.02 feet, Thence along a curve to the right having a radius of 2799.79 feet, a Distance of 253.46 feet, Thence N 89 Degrees 56'48" W a distance of 200.00 feet, Thence N 48 Degree 19'31" W a distance of 478.01 Feet, Thence N 0 Degrees 10'33" E a distance of 346.47 feet to the point or place of Beginning containing 6.853 acres more or less, also know as

5909 N. Classen Court, Oklahoma City, Oklahoma, consisting of 22,665 square feet of space to be used by the Department of Human Services. The property shall be referred to as the "premises".

2. Lessee shall have and hold the premises for a continuous term of twelve (12) month periods beginning July 1, 2007, and ending June 30, 2008. The term of this lease shall continue as set forth in Section 6.

3. Lessor agrees to furnish, free of charge, to Lessee, during occupancy of the premises, under terms of this Lease, the following utilities and services: Trash Removal, Lawn Care, and Parking.

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4. Lessee shall maintain the building in good repair and tenantable condition during the term of this Lease. In case of destruction by fire, accident or natural disaster, Lessor shall use all diligence in restoring premises to tenantable condition within a reasonable time. In the event Lessor is unable to restore premises to tenantable condition, Lessee shall have as its sole and exclusive remedy the right to terminate the remaining portion of this Lease without fear or recourse from Lessor which right shall be exercised by notice in writing delivered to the Board of Commissioners of Oklahoma County and vacation of the premises. All existing equipment located at 5909 N. Classen Court which was originally purchased by Oklahoma County, shall become the property of the shelter upon the commencement of this contract. Thus the Lessee shall be responsible for the maintenance and repair of all equipment to include but not limited to the dishwasher, walk-in freezer, ice maker, double stack oven, refrigerator, ice dispenser, serving line equipment, and the heat and air conditioning equipment. The Lessee shall further be responsible for all ductwork, annual and semi-annual fire inspections and any and all structural repair and maintenance of wear and tear concerning the building.

5. Lessee agrees to use premises for the purposes stated above and use reasonable diligence in utilizing space leased. Lessee shall return the leased premises to Lessor in as good a condition as leased, ordinary wear and tear excepted.

6. The parties hereby declare an intent for Lessee to continue to lease and occupy the premises from year to year for thirty (30) years with the term of each such succeeding leasehold extending from each such succeeding July 1 to the next succeeding June 30. Lessee agrees to declare in writing to Lessor its intention of whether or not to continue to lease the premises not more than sixty (60) and not less than thirty (30) days prior to June 30 of each year. The parties understand a renewal of this lease shall only come into being upon the mutual approval of such lease given on or before July 1 of the fiscal year within which each seeks to bind the other. Neither party shall be obligated hereby to give such approval.

7. This Lease contains the whole agreement of the parties and shall not be modified in any way except by a written amendment approved by the Director of the Department of Human Services and the Board of Commissioners of Oklahoma County.

8. Both parties being governmental agencies understand budgetary constraints and limitations may affect this lease and agree nothing in this Lease shall bind or require either party to commit funds beyond the current fiscal year appropriations to comply with the terms of this Lease.

9. Special Conditions: Pursuant to Okla. Stat. tit. 74 Section 841.5 and 1409, Lessor declares that no one holding a financial interest in the property being leased is a state employee or Legislator.