

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE \_\_\_\_\_ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

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

NAME OF FUNDS: Oklahoma County Social Services General Fund

FUND NUMBERS: 1001-6100

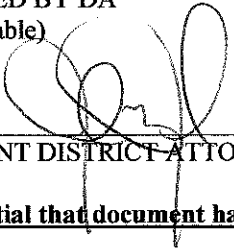
DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? \_\_\_\_\_ YES \_\_\_\_\_ X NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: \_\_\_\_\_ 0 \_\_\_\_\_

AGENDA ITEM READS AS FOLLOWS: Approval of non-financial agreement between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and T.A.S.K. At-Risk Youth Program, also known as Another Chance Ministry. Agreement to be effective upon approval by the Board of Oklahoma County Commissioners through June 30, 2011. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

APPROVED BY DA  
(If Applicable)

 7/20/2010

\_\_\_\_\_  
ASSISTANT DISTRICT ATTORNEY

APPROVED BY ENGINEER  
(If Applicable)

\_\_\_\_\_  
COUNTY ENGINEER

APPROVED BY PURCHASING  
(If Applicable)



\_\_\_\_\_  
PURCHASING AGENT

**Please initial that document has been reviewed for privacy-protected or security information**

DISTRICT ATTORNEY: \_\_\_\_\_ YES \_\_\_\_\_ N/A

COUNTY CLERK: RC YES \_\_\_\_\_ N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

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

DATE OF REQUEST: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
CHAIRMAN

# PENDING APPROVAL

732

## REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FOR THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES FROM THE DISTRICT ATTORNEY 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 REQUESTS FOR ADVICE WILL BE RESPONDED TO 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 "GOOD FAITH AND COURSE OF EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

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

COUNTY DEPARTMENT MAKING REQUEST: Department of Oklahoma County Social Services

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

Approval as to form and legality of non-financial agreement between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and T.A.S.K. At-Risk Youth Program, also known as Another Chance Ministry. Agreement to be effective upon approval by the Board of County Commissioners through June 30, 2011. Requested by Christi Jernigan, Director, Oklahoma County Social Services.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.

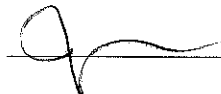
  
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 7-19-10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED  
2010 JUL 20 P 2:33  
CLERK

RECEIVED  
JUL 19 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

  
David Prater

# PENDING APPROVAL

**Non-Financial Agreement  
Between  
Oklahoma County Social Services  
And  
T.A.S.K. At-Risk Youth Program, also known as Another Chance Ministry  
Fiscal Year 2010-2011**

WHEREAS, the County is authorized by Oklahoma Statute Title 56 to provide for the care of the poor in Oklahoma County; and

WHEREAS, the mission of the Oklahoma County Social Services Department is “working toward a healthy, stable, and senior-friendly county;”

WHEREAS, Oklahoma County Social Services is interested in structuring a program to utilize volunteer service hours to the benefit of the elderly and poor in Oklahoma County; and

WHEREAS, the County recognizes the importance of diversion programs for at-risk youth as a key factor in furthering a healthy and stable county; and

WHEREAS, Oklahoma County issued a request for proposal seeking agencies that work with at-risk youth and that are interested in exchanging service hours for office and activity space in the Social Services facility, with the request for proposal requiring demonstrated competence in the agency’s work with at-risk youth; and

WHEREAS, the Divine Wisdom Worship Center, a program of Divine Wisdom Worship Center, a registered not-for-profit organization, submitted the successful proposal for its “Community Breach Project,” a cooperative effort of local professionals and clergy, and with the support of the office of the Oklahoma County District Attorney, the Department of Corrections, the Weed and Seed Program, and the Oklahoma City Public Schools; and

WHEREAS, the mission of the Community Breach Project is to develop and maintain a network of effective long term programs, designed to teach and save at-risk youth, their families, and their communities from the detrimental results of gang violence, substance abuse, and incarceration; and

WHEREAS, the County is now desirous of partnering with TASK in support of the Community Breach Project through a variety of means, including provision of space in the Social Services facility for the TASK program in exchange for the provision of services to indigent and elderly residents of Oklahoma County.

NOW, THEREFORE, BE IT RESOLVED, TASK and the County do mutually agree to the terms and conditions set forth in this agreement:

1. T.A.S.K. agrees to provide a minimum of 267 service hours per year toward projects identified by Oklahoma County. Examples of anticipated on-going projects are
  - a. Distribution of Food to the Elderly through the USDA Commodities program.
  - b. Participation in creation and maintenance of a Cooperative Community Garden benefitting the low income elderly.

# PENDING APPROVAL

- c. Assistance to Food programs for needy children.
- d. Assistance in various programs serving the indigent and elderly residents of Oklahoma County.

Oklahoma County is not responsible for providing transportation in any of these programs, and is not liable in any way for accidents or injuries arising out of any of the work performed by T.A.S.K. and / or its agents, participants, clients, or personnel under this agreement.

2. Oklahoma County will provide office / activity space for T.A.S.K.'s operations at 7401 Northeast 23<sup>rd</sup> Street in Oklahoma City. TASK will be provided with three offices (73 square feet, 224 square feet, 238 square feet), and access to a meeting / activity room (480 square feet) when available. The facility may be occupied by program staff between the hours of 7:00 a.m. and 6:00 p.m., and by program participants between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday with the exception of major government holidays. Participants of the program will have access to on-site GED classes, an on-site computer lab, and some computer training. The lease document attached is to be considered part of this agreement (wherein County is referred to as "Lessor" and TASK is referred to as "Lessee").
3. The parties agree that this agreement will become effective on the date this agreement is executed by the County, and will terminate on June 30, 2011, provided that either party may terminate this agreement on thirty (30) days' written notice to the other party. Further, the County may terminate this agreement at any time by written notice to TASK if TASK fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
4. TASK will not impose any fees to recipients for services rendered under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap.
5. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this agreement.
6. TASK shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. TASK agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement. TASK agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. TASK agrees to attach a copy of a certificate of insurance to this contract upon its execution.
7. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of TASK.

# PENDING APPROVAL

LESSEE

*Theodis R. Manning Sr.*

Theodis R. Manning

TASK also known as

Another Chance Ministry

8320 N.E. 10<sup>th</sup> Street

Oklahoma City, Oklahoma 73110

### Acknowledgement

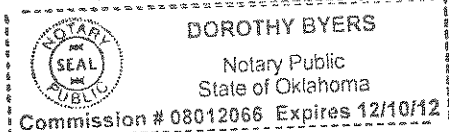
State of Oklahoma )

) ss.

County of Oklahoma )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9<sup>th</sup> day of July, 2010, personally appeared Theodis Manning SR. to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of DIVINE WISDOM TASK, as its DIRECTOR, and as a free and voluntary act and deed of said entity for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.



*Dorothy Byers*  
Notary Public

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

LESSOR - OKLAHOMA COUNTY governed by the BOARD OF COUNTY COMMISSIONERS

*Christi Jernigan*

Christi Jernigan, Director, Oklahoma County Social Services

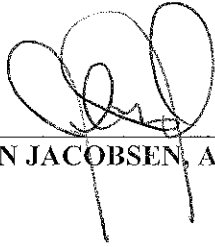
COMMISSIONER RAY VAUGHN, CHAIRMAN

ATTESTED BY: COUNTY CLERK

CAROLYNN CAUDILL

Approved this 20 day of July, 2010, as to form and legality.

# PENDING APPROVAL



7/20/2010

JOHN JACOBSEN, ADA

**Attachment  
to Non-financial Agreement  
Between  
Oklahoma County Social Services  
And**

**T.A.S.K. At-Risk Youth Program, also known as Another Chance Ministry  
Fiscal Year 2010-2011**

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

- (A) **Demised Premises:** Approximately 535 square feet on the 1st Floor, Specifically outlined in Exhibit "A" – Demised Premises in the Oklahoma County Social Services Building located at 7401 N.E. 23<sup>rd</sup> Street, Oklahoma City, Oklahoma.
- (B) **Basic Monthly Rental:** There will be no rent charge. Should there be need for items that may result in a usage charge (for example, long distance); those items will be addressed in a Business Operations Agreement.
- (C) **Term:** A period of one year or less commencing on the date this Agreement is approved by the Board of Oklahoma County Commissioners, and ending June 30, 2011 during which all the terms and conditions of this Agreement shall be in full force and effect.
- (D) **Improvements:** None
- (E) **Permitted Use:** Office. Other activities may be allowable with express written approval.

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 may in the judgment of the Lessor be 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

# PENDING APPROVAL

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. In the event interruptions or inadequacies as herein described cause a disruption in the Lessee's business continually for three (3) consecutive days and/or which are not diligently remedied as required herein, Lessor shall have no obligation to cure the interruption or inadequacies and Lessee shall not be entitled to compel Lessor to provide alternative appropriate space. The Lessor shall determine, at its sole discretion, whether to allow Lessee any space or occupation in the same facility or any county-owned building as an alternative to any interruption or inadequacies as a result of mechanical, electrical, plumbing, heating or cooling, or any action controlled or not controlled by Lessor, including, but not limited to acts of God or under the following: theft, fire, 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.

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. 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.
2. 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.
3. 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 or 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 attorneys 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.
4. 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 consent will not be unreasonably withheld). 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

# PENDING APPROVAL

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.

5. So long as the Lessee's use of the Demised Premises and adjacent common areas is not adversely affected, 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.
6. 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.
7. 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 not covered by Lessee's insurance.
8. 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 attorneys fees.
9. 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.
10. 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, unless caused solely by Lessor's gross negligence.
11. 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

# PENDING APPROVAL

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.

12. Lessee shall fully comply with all requirements of the Building Rules, which are attached hereto as Exhibit "B" – Building Rules 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.
13. Lessee understands that space is unfurnished, and that items needed for operation such as furniture, furnishings, and office equipment are to be furnished by lessee and are to be appropriate to the office environment of the facility. Electronic equipment and appliances require the approval of the building maintenance supervisor.

## **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.

## **Default**

In the event that:

- (a) 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
- (b) 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
- (c) 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
- (d) Lessee deserts or vacates the Demised Premises; then

# PENDING APPROVAL

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 enter into and upon and take possession of the Demised Premises or any part thereof, and, at Lessor's option, remove persons and property there from, 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 then use the property as its sees fit, without any obligation or liability to Lessee;

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; 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) 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:*

Theodis R. Manning  
TASK also known as  
Another Chance Ministry  
8320 N.E. 10<sup>th</sup>  
Oklahoma City, OK 73110

*If to Lessor:*

Oklahoma County Commissioners  
Commissioner Ray Vaughn, Chairman  
320 Robert S. Kerr  
Oklahoma City, OK 73102

# PENDING APPROVAL

*Copy to:*

*Copy to:*

Oklahoma County Social Services  
Christi Jernigan, Director  
7401 Northeast 23<sup>rd</sup> Street  
Oklahoma City, OK 73141

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 unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

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.

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.

# PENDING APPROVAL

## Exhibit "A" – Demised Premises

535 square foot of space in the Oklahoma County Social Services Building to be leased for utilization by the Lessee either in part or in whole and is more specifically defined as follows:

<b>East Wing</b>	<b>Total Square Footage</b>	<b>Sq Ft / % of Space Utilization</b>	<b>Base Rental Rate</b>
Room 65	238	100%	\$ 0.00
Room 70	224	100%	0.00
Room 72	73	100%	0.00

---

In addition to the office space specifically identified above, Oklahoma County Social Services will provide for access to classrooms, meeting rooms, and other areas of the building as needed, as available, and as appropriate, and in the manner set out by relevant Oklahoma County Social Services processes and procedures.

# PENDING APPROVAL

## Exhibit "B" – Building Rules

1. Lessee agrees to make deposit, in amount fixed by Lessor from time to time, for each key issued by Lessor to Lessee for its offices, and upon termination of this lease, to return all keys to Lessor.
2. Directories will be placed by Lessor, at its own expense, in conspicuous places in the building. No other directories shall be permitted, unless previously approved by Lessor in writing.
3. Lessee will refer all contractors, contractor's representatives and installation technicians rendering any service to Lessee, to Lessor for Lessor's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the building including installations of telephones, telegraph equipment electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the building.
4. Movement in or out of building of furniture or office equipment or dispatch or receipt by Lessee of any merchandise or materials which require use of elevators or stairways, or movement through building entrances or lobby shall be restricted to hours designated by Lessor. All such movement shall be under supervision of Lessor and in the manner agreed between Lessee and Lessor by prearrangement before performance. Such prearrangement initiated by Lessee will include determination by Lessor and subject to its decision and control, as to the time, method and routing of movement and as to limitations imposed for safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Lessee is to assume all risk as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel of Lessor if damaged or injured as a result of acts in connection with carrying out this service for Lessee; from time of entering property to completion of work; and Lessor shall not be liable for acts of any person engaged in, or any damage or loss to any of said property on persons resulting from any act, in connection with such service performed for Lessee.
5. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other parts of the building. No nails, hooks or screws shall be driven or inserted in any part of the building except by the building maintenance personnel, nor shall any part be defaced by Lessee. All signs will be contracted for by Lessor at the rate fixed by Lessor from time to time, and Lessee will be billed and pay for such service accordingly.
6. Lessee shall not place, install or operate in the Demised Premises or in any part of the building, any engine or machinery without consent of Lessor. Lessor shall not maintain, use, keep, store, bring upon the Demised Premises or allow to be brought upon the Demised Premises, any inflammable, explosive, hazardous material, or another inherently dangerous substance, chemical, thing or device.
7. Receptacle loading shall not exceed one (1) watt per square foot of space.
8. Lessor *shall not be responsible* for lost or stolen personal property, equipment, money, or jewelry from Lessee's area or public rooms regardless of whether such loss occurs when the area is locked against entry.
9. No birds or animals shall be brought into or kept in or about the building.

# PENDING APPROVAL

10. Employees of Lessor shall not receive or carry messages for or to Lessee or other persons, nor contract with or render free or paid services to Lessee's agents, employees, or invitees.

11. Lessor will not permit entrance to Lessee's offices by use of pass keys controlled by Lessor to any person at any time without written permission by Lessee, *except* employees, contractors or service personnel directly supervised by Lessor.

12. The entries, passages, doors, elevators, elevator doors, hallways or stairwells shall not be blocked or obstructed; no rubbish, litter, *trash*, or material of any nature shall be placed, emptied or thrown in *these* areas; and such areas shall not be used at any time except for ingress or egress by Lessee, Lessee's agents, employees, or invitees to or from the Demised Premises.

13. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Lessee shall be repaired and replaced at Lessee's sole cost and expense.

14. Lessee shall not do, or permit anything to be done in or about the building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.

15. The Lessor desires to maintain the highest standards of environmental comfort and convenience for the tenants. It will be appreciated if any undesirable conditions or lack of courtesy or attention are reported directly to the management.

16. The work of the janitor or cleaning personnel shall not be hindered by Lessee. Such work may be done at anytime between the hours of 8:00 a.m. and 5:00 p.m. or when the offices are vacant. Lessee shall provide adequate waste and rubbish receptacles, cabinets, book cases, map cases, etc, necessary to prevent unreasonable hardship to Lessor in discharging its obligation regarding cleaning service.

17. Lessor shall have the rights to determine and prescribe the weight and proper position of any unusually heavy equipment including safes, large files, etc., that are to be placed in the building, and only those which in the opinion of Lessor do not exceed acceptable floor loading and might not, with reasonable probability do damage to the floors, structure and/or freight elevator, may be moved into said building. Any damage occasioned in connection with the moving or installing of such aforementioned articles in said building or the existence of same in said building shall be paid for by Lessee, unless otherwise covered by Lessee's insurance.

18. Lessor shall have the right to prohibit the use of the name of the building or any other publicity by Lessee, which in Lessor's opinion, tends to impair the reputation of the building or its desirability for the executive offices of Lessor or of other Lessees. Upon written notice from Lessor, Lessee will refrain from or discontinue such publicity.

19. The leased premises shall not be used for lodging, sleeping or cooking, or for any immoral or illegal purpose, or for any purpose that will damage the premises or the reputation thereof, or for any purpose other than that specified in the lease covering the premises.

# PENDING APPROVAL

20. Canvassing, soliciting and peddling in the building is prohibited, and Lessee shall cooperate with Lessor to prevent the same.

21. Building will be unlocked at 7:00 a.m. and locked at 5:00 p.m., Monday thru Friday. Lessees wishing to work late will be expected to keep the doors locked at all times after 5:00 p.m. There will be no exceptions to this rule.

22. No equipment or devices with any type of heating element will be allowed within the building or the Demised Premises without Lessor's approval of a written request by Lessee.

23. **Lessee shall comply with all laws, order, ordinances, rules or regulation of any governmental entity, as well as other public requirements, now or hereafter pertaining to Lessee's use of the Demised Premises, including but not limited to the Smoking in Public Places and Indoor Workplaces Act, 63 O.S. § 1-1521, *et seq.*, and 21 O.S. § 1247.**

---

**TASK Board of Directors  
Meeting Minutes**

During a meeting held July 28<sup>th</sup> 2010 at 6pm three people were nominated and confirmed as the current board of directors for the Divine Wisdom TASK At-Risk Youth Program. They are:

Mark Brennaman- Professor  
University of Central Oklahoma

Tom Bridgett- Director  
Weed and Seed (Mwc Branch)

Tommy Ridley- Administrator  
Guthrie Job Corp

**INSURANCE BINDER**

THE TERMS AND CONDITIONS OF THE CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

**DATE ISSUED:** Jul 12, 2010

**PRODUCER:** A BETTER INSURANCE AGENCY LLC, #901452  
4728 S.E. 29TH STREET  
Oklahoma City, OK 73115

**INSURED:** Another Chance  
7401 Northeast 23rd  
Oklahoma City, OK 73111

**INSURER:** Essex Insurance Company

**POLICY NO.:** 3DD3538

**COVERAGE:** COMMERCIAL GENERAL LIABILITY

**POLICY PERIOD:** 7/9/2010 TO 7/9/2011

**TERM:** 365

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

**LIMITS:**

\$1,000,000	General Aggregate
Excluded	Products & Completed Operations Aggregate
\$500,000	Personal Injury & Advertising Injury
\$500,000	Each Occurrence
\$100,000	Damages to Premises Rented To You
\$5,000	Medical Payments

**DEDUCTIBLE:** \$500 Bodily Injury and Property Damage Each and Every Claim Including Loss Adjustment Expenses

**PREMIUM:** \$353.00

**FEES:** \$75.00

**TAXES:** \$21.18

**TOTAL:** \$449.18