

PENDING APPROVAL

STORAGE LEASE AGREEMENT

309 Northwest 13th Street
Oklahoma City, Oklahoma 73103-3708

This STORAGE LEASE AGREEMENT (the "Lease") is made by **MALCOLM W. HALL, an individual, doing business as MALCOLM HALL PROPERTY CO.**, an Oklahoma sole proprietorship (the "Lessor"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Lessee").

1. **Leased Premises.** For and in consideration of the mutual covenants and conditions hereinafter contained, Lessor does hereby lease and let to Lessee that certain part of the building situated at 309 Northwest 13th Street, Oklahoma City, Oklahoma 73103-3708, consisting of approximately 15,328 square feet (the "Leased Premises").
2. **Lease Term; Renewal Term.** The effective date of this Lease will be the date by which both parties have executed this Lease. The term of this Lease shall begin on July 1, 2010, and by operation of Article X, Section 26 of the Oklahoma Constitution, will terminate at the end of Oklahoma County's fiscal year on June 30, 2011. The Lessee will have the right to renew this Lease for three (3) successive annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of Oklahoma County. However, pursuant to Title 62, Oklahoma Statutes, Section 430.1, in order for the lease term to be renewed, this Lease must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Lessee. In no event shall the Lessee's obligation be deemed to continue past the end of Oklahoma County's fiscal year ending June 30 of every year, nor shall the Lessee be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation. Notwithstanding anything to the contrary contained in this Lease, the Lessee may terminate this Lease at any time before the end of the fiscal year for any reason after giving the Lessor thirty (30) days' prior written notice, and may terminate immediately if the Lessor breaches any of the terms of this Lease.
3. **Rent.** The Lessee shall pay to Lessor, as rental for the Leased Premises, the sum of FOUR HUNDRED DOLLARS (\$400.00) per month, said sum to be paid in arrears on the first day of each month during the term of this Lease.
4. **Utility Expenses.** Lessee agrees to pay all utility expenses, including gas, electric, water and garbage collection.
5. **Use of Leased Premises.** The Lessor hereby represents and warrants that the Leased Premises are zoned as "Light Industrial" by the City of Oklahoma City. The Lessee shall use and occupy the Leased Premises only for storage, general office use, or other lawful purposes allowed by "Light Industrial" zoning.
6. **Alterations.** The Lessor agrees to construct and thereafter maintain, at Lessor's sole expense, a security wall between the Leased Premises and other areas of the Building that are leased by one or more other lessees. The Lessor agrees to consult with the Lessee's Director of Facilities Management for the specifications for the security wall, and the Lessee agrees that the Lessee's specifications will be reasonable for the Lessee's proposed use of the Leased Premises. Lessee shall make no material alterations without the prior written permission of the Lessor, which permission will not be unreasonably withheld. Shelves, cabinets, and other fixtures that are

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affixed to the walls shall become the property of the Lessor upon the Lessee's surrender of the Leased Premises.

7. **Lessor's Services.** The Lessor shall provide, at the Lessor's expense, the following services:
 - a. Adequate heating equipment and air conditioning systems that are suited to the Lessor's proposed use of the Leased Premises;
 - b. Electrical service and lighting that are suited to the Lessor's proposed use of the Leased Premises;
 - c. Adequate restroom facilities; and
 - d. Adequate sprinkler and fire protection systems that are suited to the Lessor's proposed use of the Leased Premises.

The Lessor agrees to inspect, no less frequently than annually, the equipment and facilities for the above services to ensure that the same are in proper working order. The Lessor further agrees that, upon oral or written notice by the Lessee, the occupants of the Leased Premises, or the Director of the Facilities Management Department of Oklahoma County that repairs are necessary, the Lessor will use Lessor's best efforts and due diligence to perform the repairs. The Lessor agrees that, in the absence of the Lessor's repairs, within five (5) business days of notice of repairs being given, the Lessee may perform such repairs on behalf of the Lessor, and the Lessee may, reduce the Lessee's rent to reimburse the Lessee for the Lessee's actual cost of labor, parts and equipment that are used when Lessee performs the repairs.

8. **Lessor's Entry.** Lessor and Lessor's agents may enter the Leased Premises only during those times that the Lessee or Lessee's occupants are present in the Leased Premises; however, in the event of an emergency or with the express permission of one or more County Commissioners, or the Facilities Management Department of Oklahoma County, or a representative of the occupants of the Leased Premises (such as the Court Clerk of Oklahoma County), the Lessor may enter the Leased Premises to make repairs and perform maintenance. The Lessor acknowledges that the Leased Premises will be used for storage of public records, and the Lessor agrees to use Lessor's best efforts to ensure that Lessor's entry onto the Leased Premises will not damage or disturb such records and property of the Lessee or the occupants.

9. **Lessee's Warranties and Covenants.** The Lessee warrants and covenants as follows:
 - a. That in the occupancy and use of said Leased Premises, the Lessee will not violate any federal, state or municipal law or ordinance;
 - b. That neither the Lessee nor the occupants will negligently damage the Leased Premises;
 - c. That the Lessee will not create any odors or noise on the Leased Premises that any other lessees of the building reasonably find to be offensive;
 - d. That the Lessee will not keep animals or refuse upon the Leased Premises;
 - e. That the Lessee will pay the rent when due; provided, however, that the Lessor agrees to give notice to the Lessee if any rent owed is ten (10) or more days past due;
 - f. That the Lessee will timely surrender possession of the Leased Premises within a reasonable time after the expiration or termination of this Lease in the same conditions that existed when the Lessee took occupancy of the Leased Premises, excepting modifications made by the Lessor and reasonable wear and tear;
 - g. That the Lessee will keep all oily rages in closed containers, and will keep "no smoking" signs displayed in the Leased Premises;
 - h. That the Lessee will not create any fire hazards; and

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- i. That the Lessee will maintain a temperature necessary to prevent water pipes from freezing.
10. **Insurance.** The Lessee is self-insured pursuant to the laws of the State of Oklahoma. The Lessee shall provide the Lessor with written notice at least ten (10) days prior to any change in the terms of this paragraph.
11. **Liability for Negligence.** Each party shall be liable for each party's own acts of negligence. The Lessee acknowledges that the Lessor is not required to carry insurance on the property of Lessee, and, further, that Lessor shall incur no liability for monetary damages incurred by Lessee or Lessee's employees or invitees for damage caused by or resulting from the following:
 - a. Interruption or inadequacy of heating, electrical service, overheating, or the failure of any other services;
 - b. Any damage caused by resulting from fire, explosion, windstorm, tornado, leakage, water, gases, steam, rain, snow, falling plaster, glass breakage, theft, burglary, robbery, vandalism, riot or any other casualty or risks incident to the extended coverage applicable under standard fire insurance contracts and including earthquakes;
 - c. Any damage caused by or resulting from the acts or omission of other lessees, their employees or invitees, or by trespassers.
12. **Assignment and Subletting.** No assignment of this Lease, or subletting of all or any part of the Leased Premises shall be valid without the written consent of the Lessor. Lessee consents to the assignment of this Lease for purposes of making or securing financing for the building in which the Leased Premises are located.
13. **Insolvency.** Neither this Lease, nor any interest therein, nor any estate hereby created, shall pass to trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of the law, but that in any of these events, this Lease may be cancelled at the option of the Lessor by giving ten (10) days' notice in writing to Lessee of such cancellation.
14. **Subordination Agreements.** The Lessee covenants and agrees to use Lessee's best efforts to timely execute and deliver such further instruments subordinating this Lease to the lien of any mortgage or mortgages.
15. **Casualty Loss.** If the building in which the Leased Premises are situated is destroyed by casualty or damage to such extent that the building cannot be repaired within thirty (30) days, this Lease shall terminate at the option of either party, and rent shall be adjusted as of the date of such destruction or damage. If the Leased Premises are damaged from casualty and can be repaired, Lessor shall promptly repair the same. If during the period of repair, the Leased Premises cannot be used, rent shall abate for such part of the period. If the Leased Premises can be partially used during said period, there shall be an equitable rebate of a portion of the rent, but there shall be an equitable rebate of a portion of the rent. Repairs may be made during business hours and there shall be no abatement of rent by reason of inconvenience.
16. **Eminent Domain.** If the whole or a part of the Leased Premises shall be taken for any public or quasi-public use, under statute or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then when actual physical possession shall be taken thereunder of the Leased Premises, or any part thereof, the term of this Lease and all rights of the Lessee thereunder shall immediately cease and terminate, and the rest shall be adjusted as of the time of such termination, and the Lessee shall have no claim against the Lessor for value of the unexpired term hereof, and the Lessee shall not be entitled to any part of the condemnation or award, except as may be specifically awarded for leasehold improvements

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installed by Lessee at Lessee's expense and except as may be specifically awarded for Lessee's relocating costs. The Lessor and the Lessee hereby agree that any award or proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Leased Premises shall belong solely to the Lessor, except for awards allowed for Lessee's leasehold improvements and/or relocating costs.

17. **Remedies.** All promises, covenants and warranties by the parties herein shall be conditions as well as covenants, and the breach of any of them shall constitute a default under this Lease by the breaching party. The parties shall have any remedies permitted at law or in equity; provided, however, the remedies of the parties shall be cumulative, and the exhaustion of one shall not preclude the nondefaulting party from resorting to other remedies. The exercise of any remedy by Lessor shall not be considered an unlawful eviction or trespass. Any waiver by either party of any default shall not be a consent to the continuation of such default.
18. **Lessor's Improvements.** In the event the Lessor by the terms of this Lease, furnishes any equipment, fixtures, carpeting, or flooring, the Lessee agrees to maintain and keep in repair all of said fixtures, equipment, carpeting or flooring and to install at Lessee's sole cost any replacement thereof which may be made during the term of this Lease or any renewal thereof. Lessee specifically agrees that the improvements shall be left in the condition that the improvements were in at the time of this Lease with the exception of normal wear and tear.
19. **Signs.** No sign shall be entered or installed on or near the Leased Premises without written permission from Lessor, which permission will not be unreasonably withheld.
20. **Miscellaneous.** It is further agreed as follows:

- a. **Time.** Time is the essence of each provision of this Lease.
- b. **Notices.** Any notice, demand or communication required or permitted to be given by any provision of this Lease will be in writing and will be deemed to have been given when delivered personally to the party designated to receive such notice, or on the date following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other party:

To the Lessee: Board of County Commissioners
 ATTN: Chairman
 320 Robert S. Kerr Avenue
 Oklahoma City, OK 73102

To the Lessor: Malcolm Hall Property Co.
 Post Office Box 82098
 Oklahoma City, OK 73148

- c. **Brokerage.** The parties represent and warrant each to the other that the transactions hereby contemplated are made without liability for any finder's, realtor's, broker's, agent's or other similar commission. The Lessor agrees to indemnify and hold the Lessee harmless from claims for commissions asserted by any party as a result of dealings claimed to give rise to such commissions.

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- d. **Entire Agreement.** This instrument constitutes the entire agreement between the parties relating to the subject matter of this Lease, and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.
- e. **Binding Effect.** This Lease will inure to the benefit of and bind the respective successors and permitted assigns of the parties.
- f. **Severability.** If any provision of this Lease is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Lease will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.
- g. **Headings.** The headings used in this Lease are for ease in reference only and are not intended to affect the interpretation of this Lease in any way.
- h. **Counterpart Execution.** This Lease may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party.
- i. **Amendment.** Neither this Lease nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
- j. **Governing Law.** This Lease is being executed, delivered and is intended to be performed in Oklahoma County, Oklahoma, and the substantive laws of Oklahoma will govern the validity, construction and enforcement of this Lease. The parties consent to the venue and jurisdiction of any federal or state court sitting in Oklahoma City in any action brought to enforce the terms of this Lease. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. The provisions of this Lease shall be binding upon and inure to the benefit of the legal representatives, successors, heirs and assigns of the parties hereto.
- k. **Interpretation.** The words "Lessee" and "Lessor" shall include the plural, and words of the neutral gender shall include the personal gender.
- l. **No Conflicts Provision.** The Lessor, by signing this Lease, hereby represents and warrants that the Lessor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County (the "Board") on October 4, 1999, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work, materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such Resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the

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District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

APPROVED by the BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY, OKLAHOMA

By _____
Ray Vaughn, Chairman

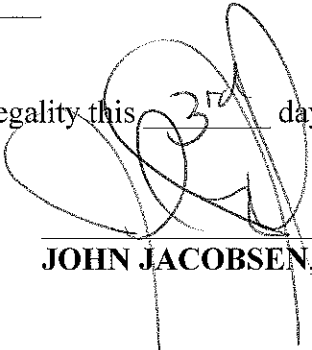
By _____
Brian Maughan, Member

By _____
Willa Johnson, Member

ATTEST:

Carolynn Caudill, County Clerk

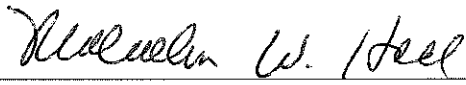
Approved as to form and legality this 3rd day of August, 2010.



JOHN JACOBSEN, Assistant District Attorney

LESSOR:

EXECUTED by **MALCOLM W. HALL, an individual, doing business as MALCOLM HALL PROPERTY CO.**, an Oklahoma sole proprietorship, this 10 day of July, 2010.



MALCOLM W. HALL, an individual, doing business as MALCOLM HALL PROPERTY CO., an Oklahoma sole proprietorship

Requisition: 11101257
Requisition Type: Purchase Requisition
Creation Date: 04-AUG-10
Description: Storage for servers
Notes to Approver:
Notes:

Prepared: Mackenzis, Sandra G
Approver: Ellis, Seely A
Currency: USD

Line Type	Item	Rev Category	Description	Unit	Quantity/Amount	Unit Price	Line Amount
Req	00000000		SERVER RACK STORAGE	TRAY	4,800.00		4,800.00
Req	00000000		SERVER RACK STORAGE	TRAY	4,800.00		4,800.00

1001/2801/54033

Amount: \$ 4,800.00

Sequence	Date	Approver	Action	Note
1	04-AUG-10	Mackenzis, Sandra G	Prepared	
2	04-AUG-10	Ellis, Seely A	Approved	

Approval Action (Circle One):
Approve Forward Reject

Forward To: _____
Note: _____

Signature: _____

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OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE August 11, 2010 AGENDA

DEPARTMENT: Facilities Management _____ REQUESTED BY: Mark Stephens 

REQUISITION NO.: _____ REQUISITION SHEET ATTACHED: _____ YES _____ X _____ N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____ / _____ / _____

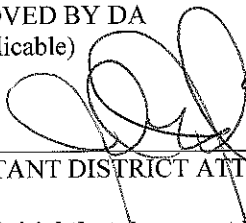
DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES _____ NO

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: Two

AGENDA ITEM READS AS FOLLOWS: _____
_____ For discussion and possible action for approval of Lease Agreement between Malcolm Hall Properties and Board of County Commissioners for space at 309 NW 13, Oklahoma City, Oklahoma. This agreement commences July 1, 2010 and ends June 30, 2011.

APPROVED BY DA
(If Applicable)

 8/3/2010

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

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: 8 / 3 / 2010.
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 the contract between Malcolm Hall Properties and Board of County Commissioners for the fiscal year 2010-2011.

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).

David Prater
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 8/3/10

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECEIVED IN FILED
2010 AUG - 3 A 10:18
DAVID M. CAVILL
CLERK

DAVID PRATER
DISTRICT ATTORNEY

RECEIVED
By: [Signature]
AUG 03 2010
CIVIL DIVISION
DISTRICT ATTORNEY