

## LEASE AGREEMENT

## BETWEEN THE CITY OF NORMAN AND NORMAN PUBLIC SCHOOLS

This Lease Agreement, made and entered into this 9<sup>th</sup> day of June, 2025 (the "Effective Date"), by and between the City of Norman, Oklahoma ("City") and Independent School District No. 29 of Cleveland County, Oklahoma ("NPS").

WHEREAS, the City formerly owned, and NPS is the current owner of properties in Cleveland County, Oklahoma known as the Irving Recreation Center, located at 125 Vicksburg Ave., Norman, Oklahoma, and Whitter Recreation Center, located at 2000 W Brooks St., Norman, Oklahoma (together the "Properties"); and

WHEREAS, because of its previous ownership of the Properties, the City has operated an after-school and all-day summer camp program out of the Properties since 1975; and

WHEREAS, due to the change in ownership of the Properties from the City to NPS, for such childcare programs to continue to be operated by the City, the City seeks to lease a portion of the Properties from NPS during the hours of operation of the childcare programs; and

WHEREAS, the City and NPS desire for the operation of such childcare programs to continue as they are beneficial to both parties and the communities they serve, and thereby desire to enter into this Lease Agreement to effectuate such purpose.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, to effectuate the purposes stated above, and the mutual covenants and agreements contained herein, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on the Effective Date and continue for a period of twenty-five (25) years thereafter (the "Initial Term"), unless earlier terminated pursuant to the provisions set forth herein, with an option to renew for subsequent additional twenty-five (25) year terms (each a "Renewal Term") with the mutual consent of the parties which consent shall not be unreasonably withheld. In the event the parties agree to a Renewal Term, they shall negotiate the conditions that attach to a new 25-year term which may be the same or different from the lease terms for the Initial Term of this Agreement. The parties understand that this Agreement and any continuation of this Agreement through Renewal Term(s) is subject to sufficient annual appropriations by the City for the fiscal year (July 1 to June 30) in which the Agreement is to be active.

2. **LEASE OF PROPERTIES:**

- A) NPS agrees to lease a portion of the Properties (the "Leased Portion"), as described in Exhibit A, attached hereto and incorporated herein, to the City, together with all easements, rights, and appurtenances in connection therewith for the shared use by the City as described herein. NPS also agrees to provide all utilities for the Leased Portion at no cost to the City, including access to NPS' public WiFi.

- B) It is agreed between the parties hereto that the purpose of this lease is for the City to continue to operate the longstanding childcare programs for the Norman community. The City and NPS agree that the City shall use the Leased Portion exclusively for this purpose. Further, NPS agrees that it will not interfere or impede the City's use of the Leased Portion for this purpose during the regular hours of operation of the childcare programs. In the event the City ceases to use the Leased Portion for the purpose described in this Agreement, the lease shall automatically terminate and all obligations created by this lease shall end as to the parties.
- C) The childcare programs consist of: 1) an after school program, operating during the school year (August to May) during the hours of 3:00p.m. to 6:00p.m.; and 2) an all-day summer camp program, operating from May to August during the hours of 7:00a.m. to 6:00p.m. The employees utilized in the operation of such childcare programs shall be the employees of the City and at no time be deemed the employees of NPS.
- D) NPS agrees that any fees collected by the City for the childcare programs shall be retained exclusively by the City to be used for the operation of the childcare programs.
- E) The City agrees to keep the Leased Portion in a clean and orderly manner at all times and to timely report any damages to the Leased Portion and need for repairs, if any, during its use. The City agrees to be responsible for damages to the Leased Portion that result solely from Tenant Misuse. The term "Tenant Misuse" shall not include ordinary wear and tear on the Leased Portion, but shall mean any act that causes damage to the Leased Portion and that arises out of the City's use of the Leased Portion not permitted by the terms of this Agreement or that is caused by negligent or willful acts of the City, its employees, agents, invitees, or users.
- F) Upon written, mutual agreement of the Parties, such consent not unreasonably withheld, the City may make tenant improvements to the Leased Portion as needed for the successful operation of the childcare programs.

### **3. LIABILITY:**

- A) To the extent permitted by applicable law, each of the parties agree to release, hold harmless, and not institute any suit or action at law and equity or file any claim of any nature whatsoever against each other, their agents, assigns or employees or officers by reason of the party's own use of the Properties.
- B) To the extent permitted by applicable law, the City agrees to indemnify NPS in suits at equity and at law, arising from the City's use of the Properties under this Agreement; but in no way shall this Agreement be considered a waiver of the City's

defenses under 51 O.S. § 151 et seq.

- C) To the extent permitted by applicable law, NPS agrees to indemnify the City in suits at equity and at law, arising from NPS' use and maintenance of the Properties; but in no way shall this Agreement be considered a waiver of the NPS' defenses under 51 O.S. § 151 et seq.

#### 4. TERMINATION:

- A) *For Cause*: This Agreement may be terminated, upon written notice, by either party in the event of substantial failure by the other party to perform in accordance with its material duties or obligations under this Agreement. The written notice shall be provided within fifteen (15) days of the default and specify the event of default under the Agreement. The defaulting party shall have ninety (90) days after written notice is given to cure the default. If the default is not cured in all material respects, the non-defaulting party may terminate the Agreement.
- B) *For Convenience*: The City may terminate this Agreement for any reason upon sixty (60) days written notice to NPS.
- C) *Force Majeure*: Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its reasonable control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of a third party, riots, fires, earthquakes, floods, power blackouts, strikes, or weather events. The affected party will promptly notify the other party of the force majeure event, use its reasonable commercial efforts to promptly correct such event and restore performance as soon as practicable once the event has subsided. In the event NPS, in its sole discretion, deems the area unusable and unrestorable, this Agreement shall become null and void and shall terminate upon notice to the City. If this occurs, NPS has no obligation to provide other space in the location or an alternate location for the City's use for the purposes specified in this Agreement.
5. **NOTICE**: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City: Director of Parks and Recreation  
225 N. Webster Ave.  
Norman, OK 73070

NPS: Superintendent, Norman Public Schools  
131 S Flood Ave.  
Norman, OK 73069

## 6. MISCELLANEOUS:

- A) *Counterparts*: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- B) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- C) *Governing Law; Venue*: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- D) *Binding Effect*: All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- E) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein
- F) *Relationship of Parties*: This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other. Further, the employees or agents of each party engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not under any circumstances be considered for any purpose to be employees or agents of the other party.
- G) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto.
- H) *Assignment*: This Agreement shall not be assigned by either party without prior written consent of the other party, said consent not to be unreasonably withheld.
- I) *Non-waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any

single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

In Witness Whereof, the parties hereunto set their hands and seal the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

**CITY OF NORMAN**

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the Norman City Council.

\_\_\_\_\_  
Larry Heikkila, Mayor

ATTEST:

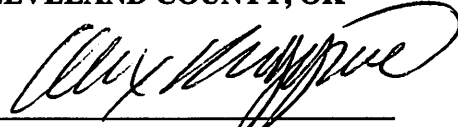
\_\_\_\_\_  
Brenda Hall, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

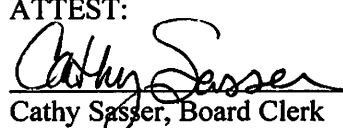
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City Attorney

**INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OK**

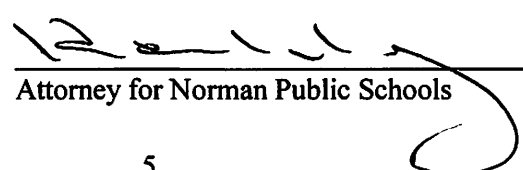
BY:

  
\_\_\_\_\_  
Alex Ruggier, Vice President,  
Board of Education

ATTEST:

  
\_\_\_\_\_  
Cathy Sasser, Board Clerk

APPROVED as to form and legality this 9<sup>th</sup> day of June, 2025.

  
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Attorney for Norman Public Schools