



This INTERLOCAL COOPERATIVE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2025, between the **City of Norman, Cleveland County, OK** a political subdivision organized and existing under the laws of the State of Oklahoma, the Buyer, and the State of Oklahoma, **Department of Mental Health and Substance Abuse Services Real Property Trust, the Seller**, an agency of the State of Oklahoma.

RECITALS

WHEREAS, the Oklahoma Department of Mental Health and Substance Abuse Services was created as an executive branch agency, organized and existing pursuant to Title 43A, Oklahoma Statutes, Section 2-101 with a Real Property Trust established pursuant to Title 43A, Oklahoma Statutes, Section 2-111 and Title 74 Oklahoma Statutes, Section 1003 (A)(3) (DMHSAS Trust): and

WHEREAS, City of Norman, Cleveland County, OK (City) is a political subdivision as defined in Title 74, Oklahoma Statutes, Section 1003 (A)(1), for the purposes of entering into agreements authorized by the Interlocal Cooperation Act; and

WHEREAS, Title 74, Oklahoma Statutes, Section 1008 authorizes public agencies to enter into agreements with each other to perform any governmental service, activity, or undertaking that the public agencies are authorized by law to perform; and

WHEREAS, the DMHSAS Trust owns a 156-acre tract of land lying in and being a part of Section 20, Township 9 North, Range 2 West of the I.M., Cleveland County, Oklahoma and more particularly described on the attached Exhibit "A" together with all fixtures and improvements, and all appurtenances thereunto belonging, subject to any plat or use restrictions, rights of way and utility easements of record; and

WHEREAS, the property is surplus to the needs of DMHSAS, and the Oklahoma State Legislature has authorized DMHSAS to sell the Property and use the funds to contribute to the construction of a new mental health facility to serve Oklahomans; and

WHEREAS, the City currently leases the Property and utilizes the property to provide public services which include, but are not limited to, Griffin Community Park, a City water well, and a youth sports complex used by the citizens of Norman and others offering services that are used in combination with the existing infrastructure;

WHEREAS, the City desires to purchase the Property to enable the City to continue to provide these and/or other services;

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual agreements and conditions herein described, the parties agree as follows:

1. The DMHSAS Trust shall sell the Property to the City for a sum of three million, three hundred six thousand, eight hundred eleven dollars and forty-eight cents (\$3,306,811.48).

2. **Responsibilities of the City**

The City agrees to accept and buy the Property described herein, on the following terms and conditions:

- a. Purchase Price. This is a CASH TRANSACTION; the Purchase Price is three million, three hundred six thousand, eight hundred eleven dollars and forty-eight cents (\$3,306,811.48).
- b. Closing, Funding and Possession. The Closing process includes the City's due diligence, the parties' execution of documents, and receipt of funds by DMHSAS and shall be completed on or before _____. ("Closing Date") or not later than thirty (30) days thereafter caused by a delay of the Closing process. Possession shall be by Quitclaim Deed and transferred after Closing unless otherwise provided for. The City shall pay Closing fees, any recording fees, and all other costs associated with the purchase. All funds shall be payable by City to DMHSAS Trust at Closing OR OSDMHSAS, and shall be paid either by cashier's check or wire transfer. Said funds to be directly deposited into the _____ as required by O.S. ____ § ____.
- c. Rental Payments as Credit at Closing. Pursuant to the terms of the current lease agreement between the Buyer and Seller, all "Rental Payments", a total sum of five hundred thousand dollars and six cents (\$500,000.06), previously made by Buyer to Seller pursuant to said lease shall be given as credit towards the Purchase Price at Closing. The balance of the Purchase Price shall be paid to Seller at the time of Closing. Upon execution of this Agreement, Buyer's obligation to make rental payments are suspended until Closing or until this Agreement is terminated.

3. **Responsibilities of the DMHSAS Trust**

- a. The DMHSAS Trust shall convey the Property, less and except all oil, gas and minerals thereunder, to the City via Quit Claim Deed.
- b. The DMHSAS Trust will provide information, if available, to the City as needed until the day of closing.

- c. The DMHSAS Trust will provide access to the Property as needed until the day of closing.
 - d. The DMHSAS Trust shall sign all necessary document(s) associated with the transfer and possession.
4. **Risk of Loss.** Until transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon DMHSAS Trust; after transfer of possession, risk of loss shall be upon City. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)
5. **Execution.** This Agreement may be executed in multiple copies, each copy of which shall be deemed as an original. The Parties' signature at the end of the Agreement, which includes any attachments or documents incorporated by reference, creates a valid and binding Agreement, which sets forth their complete understanding of the terms of the Agreement. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. The Agreement shall be executed by original signatures of the parties or by signatures as reflected on separate identical Agreement counterparts (carbon, photo, or other electronic copy). The parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Agreement, which may only be modified or assigned by a further written agreement of City and DMHSAS Trust.
6. **Amendment.** Amendments to this agreement may only be achieved or permitted by express written agreement of both parties.
7. **Notice Address.** City of Norman, Cleveland County, OK P.O. Box 370, Norman, OK 73070 (405) 217-77, CityAttorney@NormanOK.gov, 201 W Gray St., Norman, OK 73069.
8. **Captions.** The captions, titles, and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof.
9. **Preservation of Defense and Right.** Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.
10. **Closing.** The closing of this transaction shall occur at a mutually agreed upon location.
11. **Applicable Law.** This Agreement has been prepared in accordance with the laws of the State of Oklahoma and is to be interpreted, construed and enforced in accordance with the laws of said State. For the purposes of interpretation and enforcement of the provisions hereof, this Agreement shall be conclusively deemed to have been prepared jointly by both City and DMHSAS Trust and not by one party to the exclusion of the other. The venue for any dispute related to this Agreement shall be in Oklahoma County District Court for the State of Oklahoma or the United States District Court for the Western District of Oklahoma
12. **Whole Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties, and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

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Signature Pages to Follow

City of Norman, Cleveland County, OK

(Type or print)

**Department of Mental Health and Substance Abuse
Services Real Property Trust**

(Type or print)

By: _____

Stephen Tyler Holman, Mayor

By: _____

(Signature)

ATTEST:: _____

Brenda Hall, City Clerk

, Trust Chair

(Print name and title)

By: _____

Approved as to form and legality:
Rick Knighton, City Attorney

Date: _____

Date: _____

Exhibit A

Legal Description (subject to final survey)

A tract of land being the Southeast Quarter (SE/4) of Section Twenty (20), Township Nine North (T9N), Range Two West (R2W), Indian Meridian (I.M.), in Cleveland County, Oklahoma, LESS AND EXCEPT: A strip, piece or parcel of land lying in the Southeast Quarter (SE/4) of Section Twenty (20), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at the Southwest Corner of the Southeast Quarter (SE/4); Thence North along the West line of said Southeast Quarter (SE/4) a distance of 60.00 feet; Thence North 89°40'41" East a distance of 2629.71 feet to a point on the East line of said Southeast Quarter (SE/4); Thence South along said East line a distance of 60.00 feet to the Southeast corner of said Southeast Quarter (SE/4); Thence West along the South line of said Southeast Quarter (SE/4) a distance of 2630.04 feet to point of beginning. Said tract of land containing 156.38 acres, more or less.