

Robert Johnston

From: Carie Carman <Carie.Carman@omes.ok.gov>
Sent: Wednesday, January 4, 2023 4:12 PM
To: Robert Johnston
Subject: Contract for Transfer of DPS Agreement to Service Oklahoma
Attachments: Clinton License Agreement.pdf; Clinton License Agreement.docx

Mr. Johnston,

As you are probably aware, the duties of the driver's license division of the Department of Public Safety were transferred to Service Oklahoma by an act of the Oklahoma Legislature. This became effective on November 1 of 2022. I am with the Office of Management and Enterprise Services. We are a service agency for the state, and managing leases and space contracts is among our responsibilities. We are facilitating the transfer of the contract.

I called your office and was given your contact information for the new agreement modifying the licensee for the agreement for the driver's license office. I have attached a Word and Adobe version for your convenience. Please return a signed contract to our office. An electronic signature is acceptable.

Please let me know if you have any questions or concerns.

Thank you,

Carie Carman | Real Estate and Leasing Lead
Construction, Planning, and Real Estate Services
Capital Assets Management | Office of Management and Enterprise Services
c. 405-625-4029 | f. 405-522-0051
Oklahoma.gov | omes.ok.gov



OKLAHOMA



This Interlocal License Agreement (hereinafter "License") is entered into and effective on the ____ day of _____, 2022, pursuant to 74 O.S. §1001, *et seq.*, by and between the **City of Clinton**, a municipal corporation (hereinafter "Licensor"), and the State of Oklahoma, by and through **Service Oklahoma** (hereinafter "Licensee"), as more fully set forth hereinafter.

WHEREAS, effective November 1, 2022, the applicable powers, duties, and responsibilities of the Driver License Services Division of the Department of Public Safety shall be transferred to Licensee.

WHEREAS, Licensee desires to continue the operations of a location in the City of Clinton currently used for purposes of promoting driver safety and improvement, including but not limited to the administration of driver license application and testing of driver license applicants and such activities as are incidental to the administration of driver license applicants.

WHEREAS, Licensee desires to occupy and use the west half of the building (more or less) and appurtenant parking of the premises currently known as the Bath House at McClain Rogers Park, Clinton, Custer County, Oklahoma (hereinafter "Premises"), at an annual occupancy cost rate of \$0.00.

NOW THEREFORE, for the mutual promises and covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows, to-wit:

1. Occupancy License and Premises: Licensor hereby grants to Licensee the exclusive License to use and occupy the Premises, for the sole purpose of operating a driver's testing center five days per week and for any and all uses attendant thereto, all for the use and benefit of citizens of Custer County, Oklahoma and surrounding areas. Said exclusive occupancy license shall be effective twenty-four (24) hours per day, seven (7) days per week.
2. Term: This License shall be in full force and effect and binding upon the parties hereto upon the execution hereof and shall continue in full force for twelve (12) months.
3. License Fee: There shall be no license fee owed by Licensee.
4. Renewal: This License may be renewed annually by the issuance of a purchase order or change order by the Licensee and shall continue to be subject to renewal on an annual basis, unless terminated by one of the parties.
5. Termination: Any party desiring to terminate or modify this License shall notify each party of its intent in writing no later than thirty (30) days prior to the date upon which the party seeks to terminate the agreement.
6. Utilities and Services: Licensor agrees to pay for the water, sewer, waste disposal, electricity, and natural gas utility expenses arising from the use of said Premises.
7. Maintenance, Repair, Improvements, Equipment, Services:
 - a. It is agreed and understood that the Premises shall be equipped with necessary windows, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air conditioning adequate to maintain normally acceptable air temperature during normal hours of operation, unless otherwise specified in this Interlocal License Agreement.

- b. The Licensor agrees to keep, repair, and maintain, at Licensor's expense, the Premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliance, and equipment belonging to the Licensor, of every kind of nature located upon or serving the Premises, in good repair, condition, and working order, suitable to the purpose and for which Licensee has leased these Premises. This shall include the replacement of lamps, tubes, ballasts, broken or stained ceiling tiles, and replacement of carpet and painting of the Premises as needed due to normal wear and tear. As used herein, the word "repair" shall mean and include replacement of broken or cracked glass, unless through the fault of the Licensee.
- c. The Licensor shall be responsible for all costs incurred for any Government, State, or City inspections required for Licensee's occupancy.
- d. Keys shall be provided to Licensee for locks to allow Licensee into the Premises and to all locks within the Premises.
- e. The Licensor shall provide hard surfaced parking sufficient for the Licensee's agents, employees, and invitees.
- f. Exterior lighting shall be furnished by Licensor as necessary for security.
- g. Licensor shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The Licensee shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose or may use existing wiring if available.
- h. For the purpose of maintaining the premises, the Licensor reserves the right to enter and inspect the Premises at reasonable times and to make the necessary repairs to the Premises.
- i. Licensor shall maintain a quiet environment by ensuring any other tenants of the building do not create noises or engage in any other activity on the Premises that may be disruptive to the Licensee.
- j. Licensee is prohibited from making permanent improvements to non-state-owned property and cannot legally incur any cost for permanent improvements made to the Premises.
- k. Licensee may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the Licensor's remodeling of said space, if any.
- l. The Licensor shall provide the Licensee with adequate written notification of any need to shut down any utility, which served the Premises.
- m. Licensee agrees to use the Premises for the purposes stated above and to exercise reasonable diligence in the use of the Premises. Further, Licensee agrees not to commit waste or damage the property, ordinary wear and tear is excepted.

8. Insurance:

- a. Licensor agrees to be responsible for fire and casualty insurance on the Premises.
- b. It is agreed that Licensee shall provide and/or continue in full force, its own Worker's Compensation insurance coverage and its state self-insured liability coverage under the terms and pursuant to the conditions of the Oklahoma Government Tort Claims Act, while its employees are engaged in the usage of said Premises.
- c. It is agreed that Licensee shall insure its own personal property located on the Premises and that the Licensee is not responsible for insuring the real property and structures thereon, or the Premises itself. Each party shall be responsible for its intentional or negligent acts and omissions to act subject to and in accordance with the terms of the Oklahoma Government Tort Claims Act.

9. Licensee's Personal Property: Licensee shall be responsible for all personal property, equipment, or fixtures placed in or on the Premises by Licensee or its agents, employees, or invitees, and shall remain the property of Licensee, and may be removed by Licensee without penalty. ~~Licensor shall be responsible for damages or loss of Licensee's personal property, equipment, and fixtures if caused as a result of a failure of the building systems or Licensor's negligence.~~

10. Laws, Codes, Ordinances, Rules and Regulations:

- a. The Licensor shall be responsible for compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations pertaining to health, safety, fire, and public welfare.
- b. The Licensor shall be responsible for compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to that act, as mutually agreed upon between the Licensor and Licensee so as to adequately meet the Licensee's A.D.A. requirements.
- c. Prior to initial occupancy, the Premises shall be inspected by the appropriate State of Oklahoma regulatory agency for the presence of friable asbestos as defined in 40 O.S. §451 *et seq.*
- d. The Licensor shall adhere to the requirements of the Oklahoma Occupational and Safety Standards Act of 1970, as defined in 40 O.S. §401 *et seq.*

11. No Landlord and Tenant Relationship: It is expressly agreed by the parties that this License shall not operate as or be construed to create the relationship of a landlord and tenant between the Licensor and Licensee under any circumstances whatsoever. The Licensor retains all title, interest, ownership, and estate in and to said Premises, and Licensee is solely granted an exclusive occupancy License herein.

12. Change of Ownership: The Licensor shall be responsible for immediately notifying the Licensee of any transfer of ownership of the Premises.

13. No Employment Relationship: This License does not create an employment relationship. Individuals performing services on behalf of one party and required by this License are not employees or agents of the other party. Furthermore, nothing contained herein shall be construed to make the parties hereto partners or joint ventures, nor either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create, or incur any liability or obligations of any kind, either expressed or implied, in the name of or on behalf of the other party.

14. Severability: If any part of this License is contrary to the Constitution, the laws of the United States of America, or the laws of the State of Oklahoma, the provision shall be void and unenforceable and if any part of this License is ever ruled to be invalid, illegal, void, or unenforceable by a court or other body of competent jurisdiction, the remainder of this License shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable; PROVIDED, however, that if the ruling in question is subsequently overruled or obviated by Legislative or other lawful action, the severed portion(s) of the License shall return to full force and effectiveness.

15. Modification: This License may be amended or modified by a writing signed by both parties hereto and dated subsequent to the date hereof.

16. Interpretation: This License shall be interpreted according to the laws of the State of Oklahoma and governed by the laws of the State of Oklahoma. The rights of the parties hereto are personal to each party and may not be assigned or transferred without the prior and express written consent of the other party.

17. Indemnification: Licensee shall only be responsible for its obligations hereunder and shall not be responsible for any obligations of Licensor. Licensor agrees to indemnify and hold harmless Licensee from any such obligation.

City of Clinton, Oklahoma

Service Oklahoma

By:

By:

David Berrong
Mayor, City of Clinton, Oklahoma

Jay Doyle
Director, Service Oklahoma

Date:

Date:

State of Oklahoma, by and through its
Oklahoma Office of Management and Enterprise
Services

Real Estate and Leasing Services