

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 9/27/2022

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Cabinet Team Member:

Funding Source:

Fund/Project OCAS Coding

Consent

Action

Accept and approve the renewal lease agreement between Broken Arrow Public Schools and the Broken Arrow Amateur Basketball Association who will lease up to twelve (12) BAPS gyms from October of 2022 until June 30, 2023. They will pay BAPS a \$1,000.00 flat rate fee per gym per season. There is no cost to the District. L. Shackelford

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Mr. Chuck Perry

From: Mr. Larry Shackelford

Date: October 10th, 2022

Re: Broken Arrow Amateur Basketball Association – Renewal Agreement

SUBJECT

Accept and approve the renewal lease agreement between Broken Arrow Public Schools and the Broken Arrow Amateur Basketball Association who will lease up to twelve (12) BAPS gyms from October of 2022 until June 30, 2023. They will pay BAPS a \$1,000.00 flat rate fee per gym per season. There is no cost to the District. L. Shackelford

SUMMARY

FUNDING

N/A

RECOMMENDATION

Approve

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”) is made and entered into this 11th day of October 2022, between **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA a/k/a BROKEN ARROW PUBLIC SCHOOLS (“Lessor”)** and **Broken Arrow Amateur Basketball Association. (“Lessee”)**.

1. **Leased Premises.** In consideration of the rent to be paid and the covenants to be performed by Lessee, Lessor does hereby lease to Lessee and Lessee hereby leases from the Lessor, the Leased Premises described below, together with the non-exclusive right to use adjacent parking facilities around the building in which the Leased Premises are located. Lessor hereby represents and warrants that, as of the date of this Agreement, Lessor owns fee simple title to the Leased Premises and the Leased Premises is not subject to any restrictions, encumbrances or other title matters that could adversely affect Lessee’s intended use of the Leased Premises. The “Leased Premises” shall consist of the following:

Up to 12 Elementary Gymnasiums throughout the Broken Arrow School District for basketball practices of the Lessee’s league. Practices shall take place Monday through Friday 6:15PM – 9:15PM.

The Lessee will provide a listing of gyms to be used by October 31, 2022 so that coordination with site staff can be accomplished.

Floor plans of the Leased Premises are attached hereto as Exhibit “A” and incorporated herein.

2. **Term.** The term of this Agreement shall begin on the date hereof and end on June 30, 2023. This Agreement is expected to be renewed annually until such time that relationships between the parties change and no longer meet the criteria set out below. Renewal must take place prior to the season and be approved by the Board of Education.

3. **Rent.** Lessee agrees to pay to Lessor the full amount upon receipt of invoice during the Term as rent for the use and occupancy of the Leased Premises. This amount includes the cost of utilities defined as electricity, gas, water, sewer, and trash. This amount does not include the cost of a building supervisor during the practices. Lessee is expected to appoint qualified building supervisors during the practices. Supervisors cannot be coaching during their assigned supervision time. Building Supervisors are required to attend a short orientation/training prior to the start of the season. All Rent shall be paid without counterclaim, offset or deduction. Rent will be charged at a Flat Rate of \$1,000 per gym per season. Season is expected to be no longer than November through March. This rent is being offered at a flat rate and will continue to be offered as long as Broken Arrow Public Schools Basketball Coaches are a part of the Board of Directors. This organization is viewed as a feeder program into our District Teams.

4. **Use of Premises.** Lessee shall use the Leased Premises only during the agreed upon times for team practices. If it is desired for the Lessee to hold games or use different facilities than defined above, rates will be negotiated at that time for those specific facilities and will be in addition to the Flat Rate for practices. Lessee shall define a schedule of practices and assign courts and Supervisors prior to each month of the season. If Lessee deviates from submitted schedule notification needs to be made in advance to Lessor so that Heat and Air may be adjusted

accordingly. If it is determined that Lessee has not provided a Supervisor during practices, a Supervisor will be provided by the Lessor at the cost of \$35 per hour, this will be in addition to the Flat Rate paid for practices. Lessee agrees to comply with all local, state, and federal laws and ordinances relating to Lessee's use and occupancy of the Leased Premises. Lessee shall comply with all current rules and regulations and those established from time to time by Lessor, provided such additional or amended rules and regulations do not impair Lessee's rights under this Agreement or increase Lessee's obligations under this Agreement without Lessee's consent.

5. **Custodial Services.** Lessee shall properly dispose of all rubbish and garbage in the dumpster or other containers provided by Lessor. Lessor shall perform and provide for, at Lessor's sole cost and expense, all other custodial services reasonably required on the Leased Premises.

6. **Indemnification.** Lessee shall indemnify, defend and hold Lessor harmless from and against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorneys' fees, arising from injury to persons or damage to property caused by the negligence or willful misconduct of Lessee or Lessee's agents, employees, contractors, or invitees. If any third-party action or proceeding is brought against Lessor, the Lessee, upon written notice from the Lessor, shall at Lessee's sole cost and expense, resist or defend the same through counsel satisfactory to Lessor. This indemnity is supplemental to, and not in lieu of, the insurance required of Lessee.

7. **Insurance.**

a. During the Term of this Agreement, Lessee shall carry and maintain commercial general liability insurance against claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises. The policy shall be issued by a reputable insurance company, licensed to transact business in the State of Oklahoma, with a combined single limit of not less than One Million Dollars (\$1,000,000.00). The policy shall name the Lessor as "additional insured". Lessee hereby certifies that it will maintain said insurance throughout the term of this Agreement and Lessee shall send to Lessor evidence of coverage as often as the policy is revised or renewed. Each insurance policy shall contain an agreement that the policy shall not be cancelled without thirty (30) days' prior written notice to Lessor.

Lessee agrees to maintain, at Lessee's own expense, property damage insurance (fire, etc.) in sufficient amount to cover personal property owned by the Lessee and located on the Leased Premises.

b. Lessor agrees to maintain, at Lessor's own expense, property damage insurance (fire, etc.) in sufficient amount to cover the Building and personal property owned by Lessor and located on the Leased Premises (including, without limitation, the Leasehold Improvements).

8. **Notices.** All notices and other communications to be given shall be delivered to the parties by email or by personal delivery to the following addresses:

As to Lessor:

Broken Arrow Public Schools

Attn: Superintendent
701 South Main Street
Broken Arrow, Oklahoma 74012-5528

As to Lessee: Broken Arrow Amateur Basketball Association
Attn: Jessica Welch
1005 S. Main Street
Suite 250
Broken Arrow, OK 74012

or at such other address as either party may designate to the other by written notice in the manner provided above.

12. **Miscellaneous.**

a. **Entry by Lessor.** Lessor may, during the term of this Agreement at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting the same, effecting repairs or responding to any emergency.

b. **Non-Waiver.** Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Agreement or to exercise any option or right contained herein shall not be a waiver or relinquishment for the future of such covenant, right or option but the same shall remain in full force and effect.

c. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Oklahoma.

d. **Partial Invalidity.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. **Entire Agreement.** This Agreement contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.

f. **Assignment or Subletting.** Lessee shall not assign this Agreement or any interest herein, or sublease all or any part of the Leased Premises, without the prior written consent of Lessor.

g. **Quiet Possession.** Lessor covenants and agrees that, so long as Lessee keeps and performs each and every covenant and condition contained herein to be kept and performed by Lessee, Lessee shall quietly possess and enjoy the

Leased Premises without hindrance or molestation by Lessor or any party claiming under or by Lessor.

h. **Successors and Assigns.** The covenants and agreements contained in this Agreement are binding on the parties hereto and their successors and assigns. All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to their successors and assigns except as otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA, a/k/a
BROKEN ARROW PUBLIC SCHOOLS**

By: _____ **Date:** _____
Steve Allen
President, Board of Education
“LESSOR”

Broken Arrow Amateur Basketball Association
1005 S. Main Street
Suite 250
Broken Arrow, OK 74012

By: _____ **Date:** _____
Jessica Welch
“LESSEE”

EXHIBIT "A"

Shaded area indicates area to be leased to Lessor.

EXHIBIT "B"
2018-2019 School Year Facility Use Rental Fees

Gymnasium Rental Rate

Elementary Gymnasiums: Rental Fee is \$150 per hour with a 3-hour minimum rental. Use of an elementary gym includes: the court, restrooms, and building supervisor.

Middle School Gymnasiums: Rental Fee is \$200** per hour with a 3-hour minimum rental. Use of an elementary gym includes: the court, restrooms, and building supervisor.

HS Gymnasiums: Rental Fee is \$350** per hour with a 3-hour minimum rental. Use of an elementary gym includes: the court, restrooms, and building supervisor.

**Rental rates are subject to change

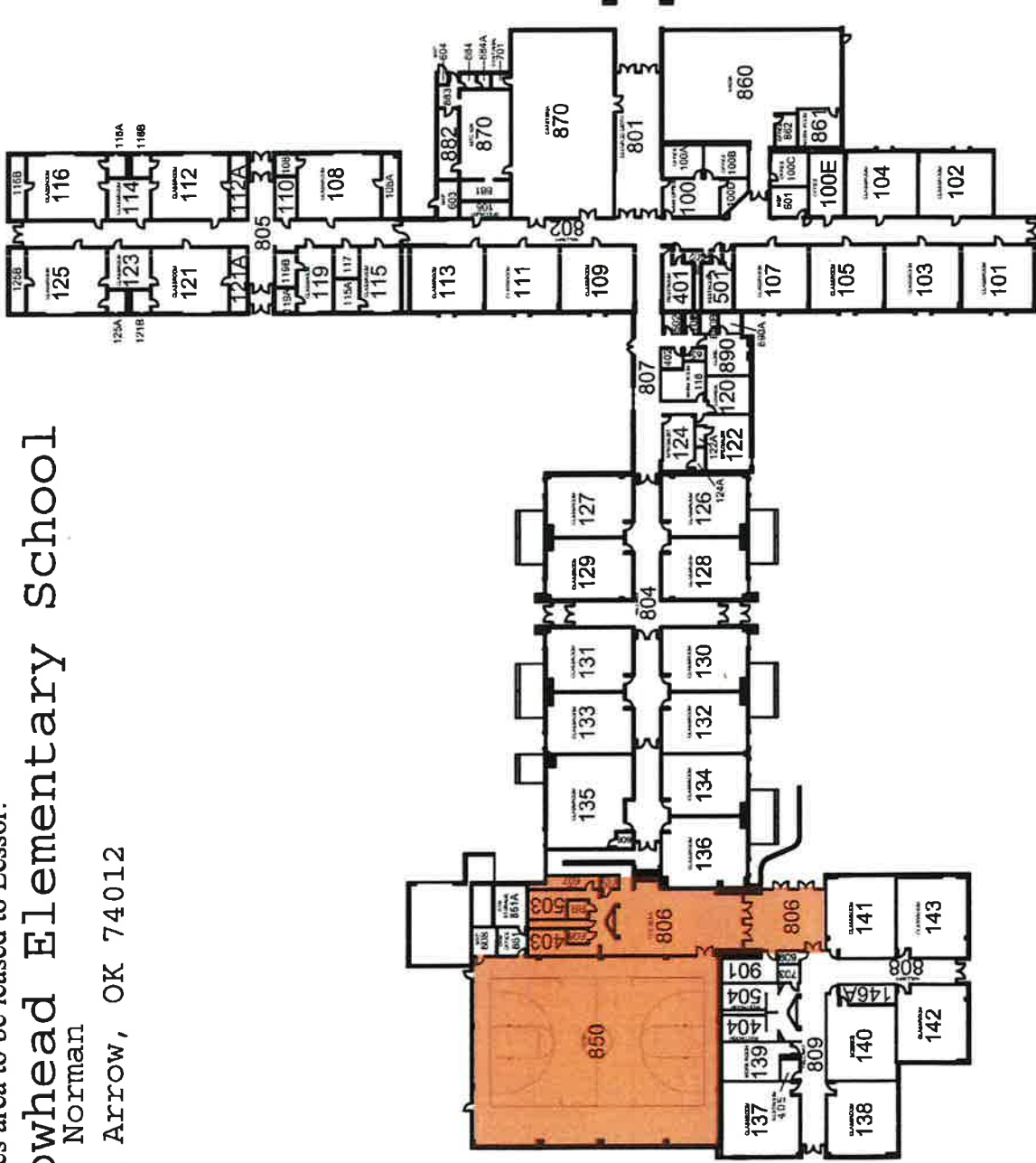
EXHIBIT "A"

Shaded area indicates area to be leased to Lessor.

Arrowhead Elementary School

915 W. Norman

Broken Arrow, OK 74012





ASPEN CREEK ELEMENTARY

2800 W. Florence Street
Broken Arrow, OK

EXHIBIT "A"

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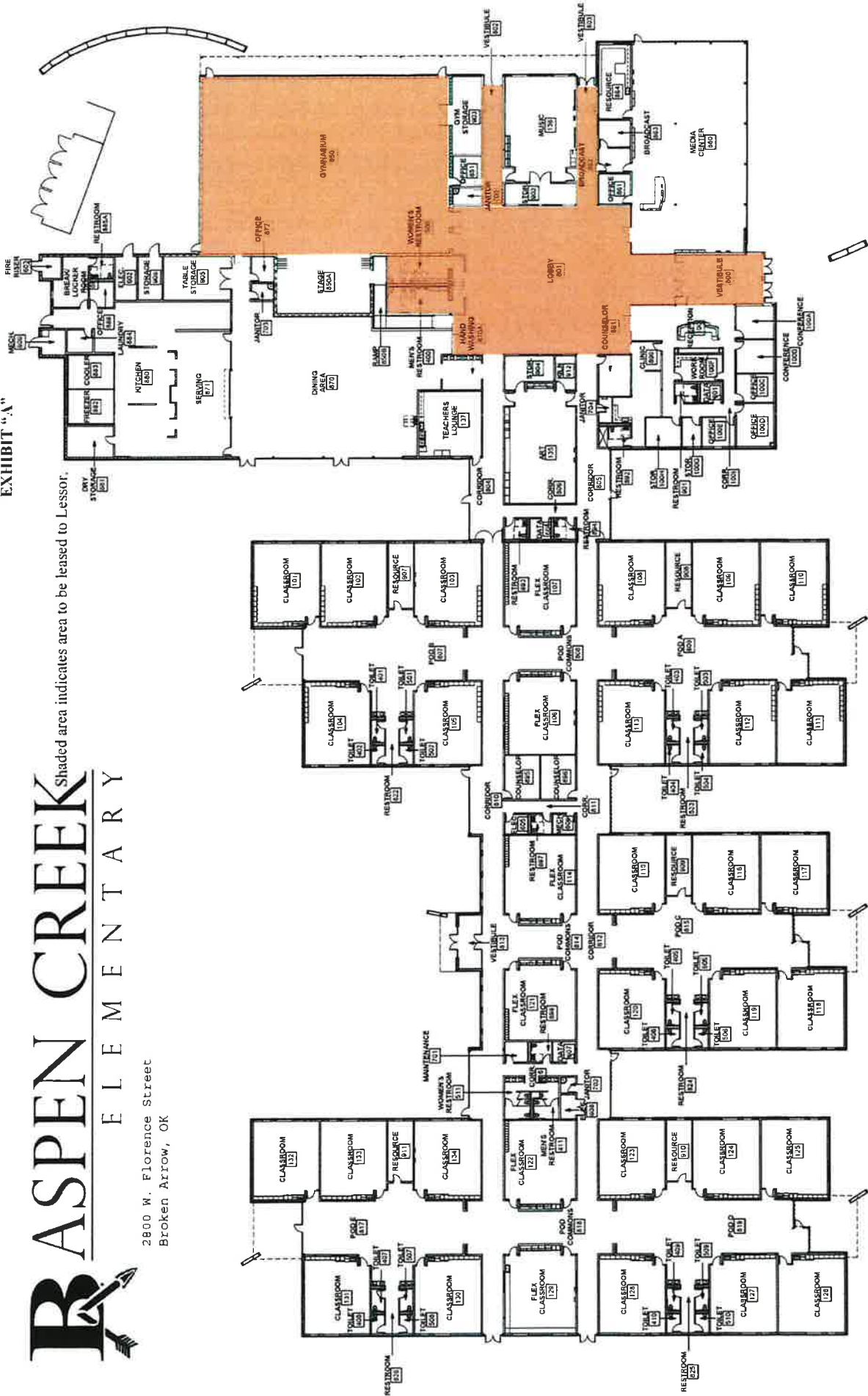


EXHIBIT "A"

Country Lane Primary
301 E. Omaha

Shaded area indicates area to be leased to Lessor.

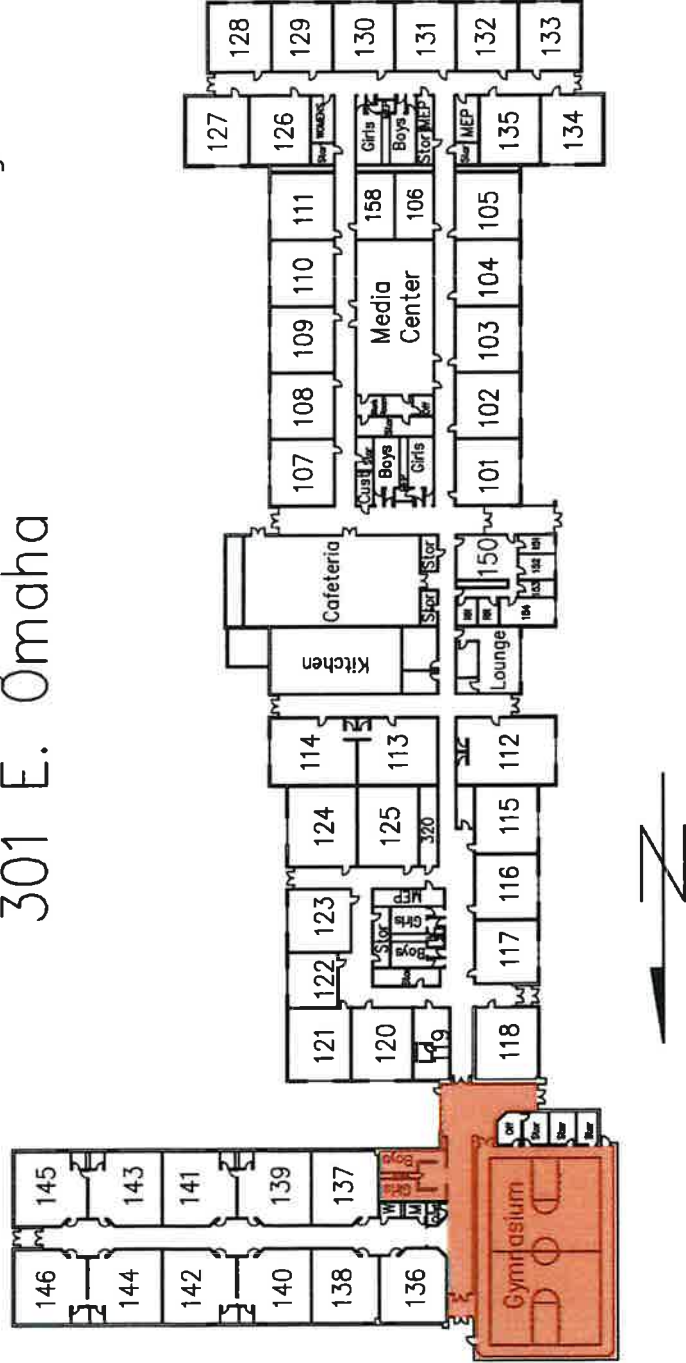


EXHIBIT "A"
COUNTRY LANE INTERMEDIATE
251 E. OMAHA

Shaded area indicates area to be leased to Lessor.

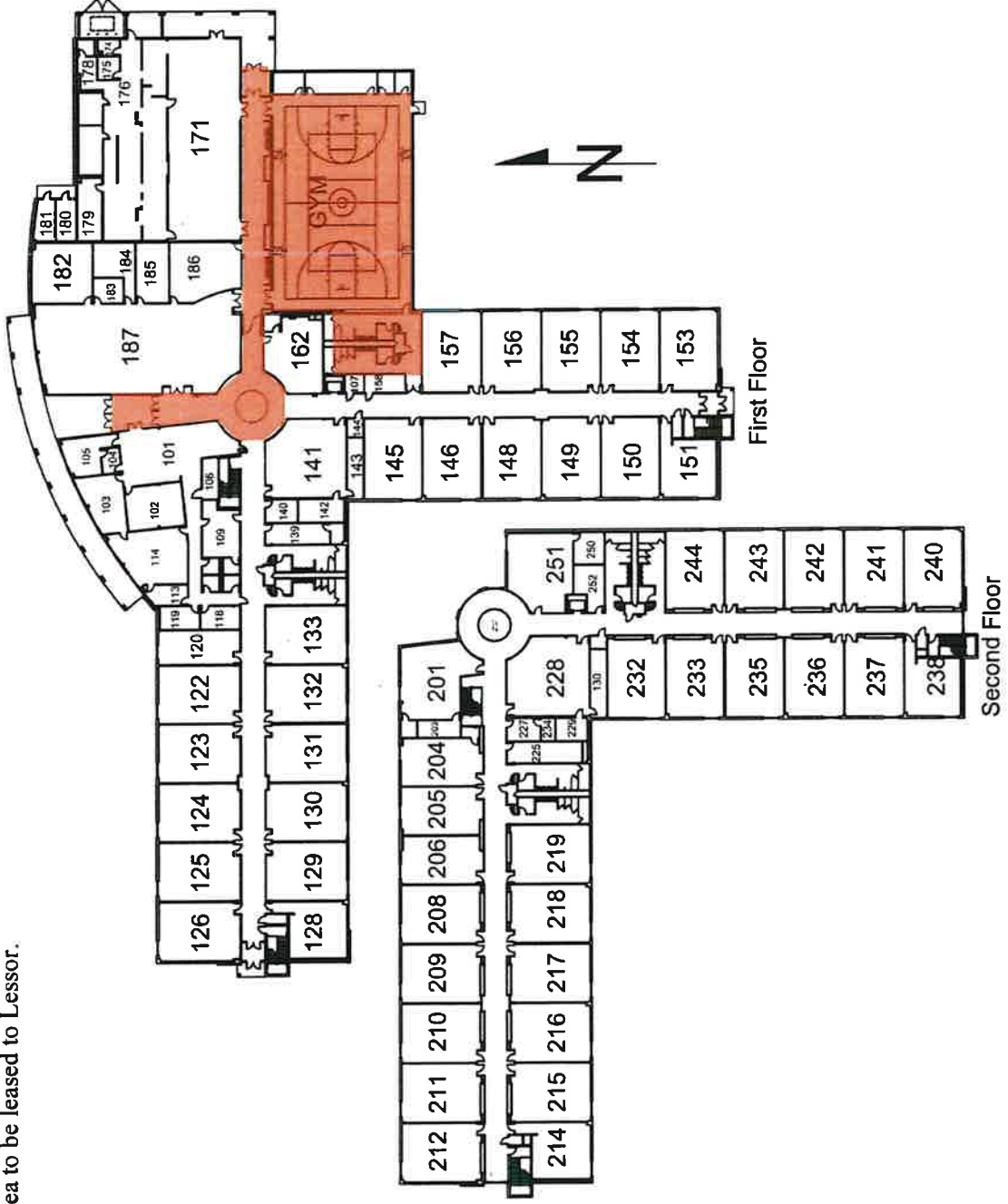
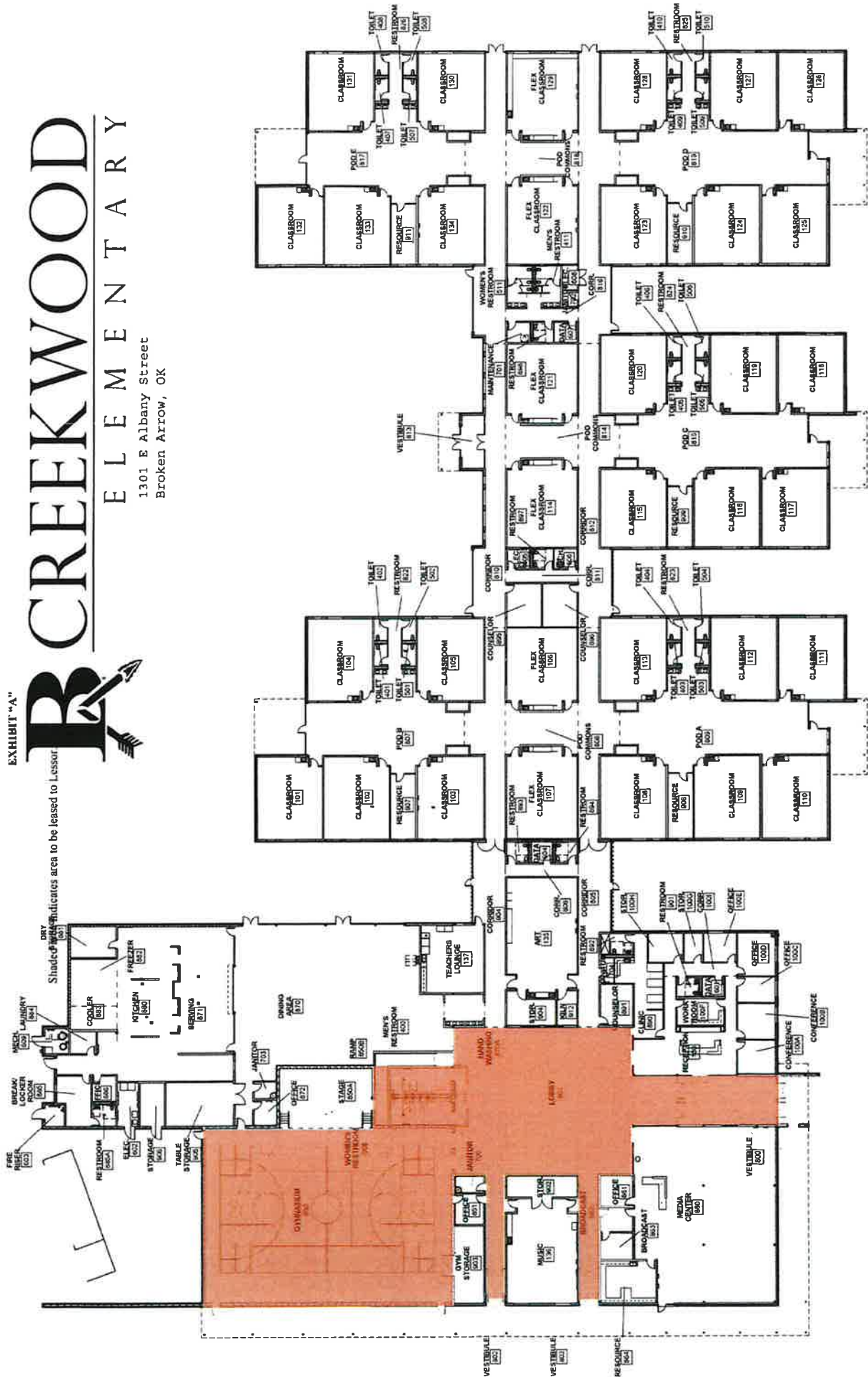


EXHIBIT "A"

B CREEKWOOD

ELEMENTARY

1301 E Albany Street
Broken Arrow, OK



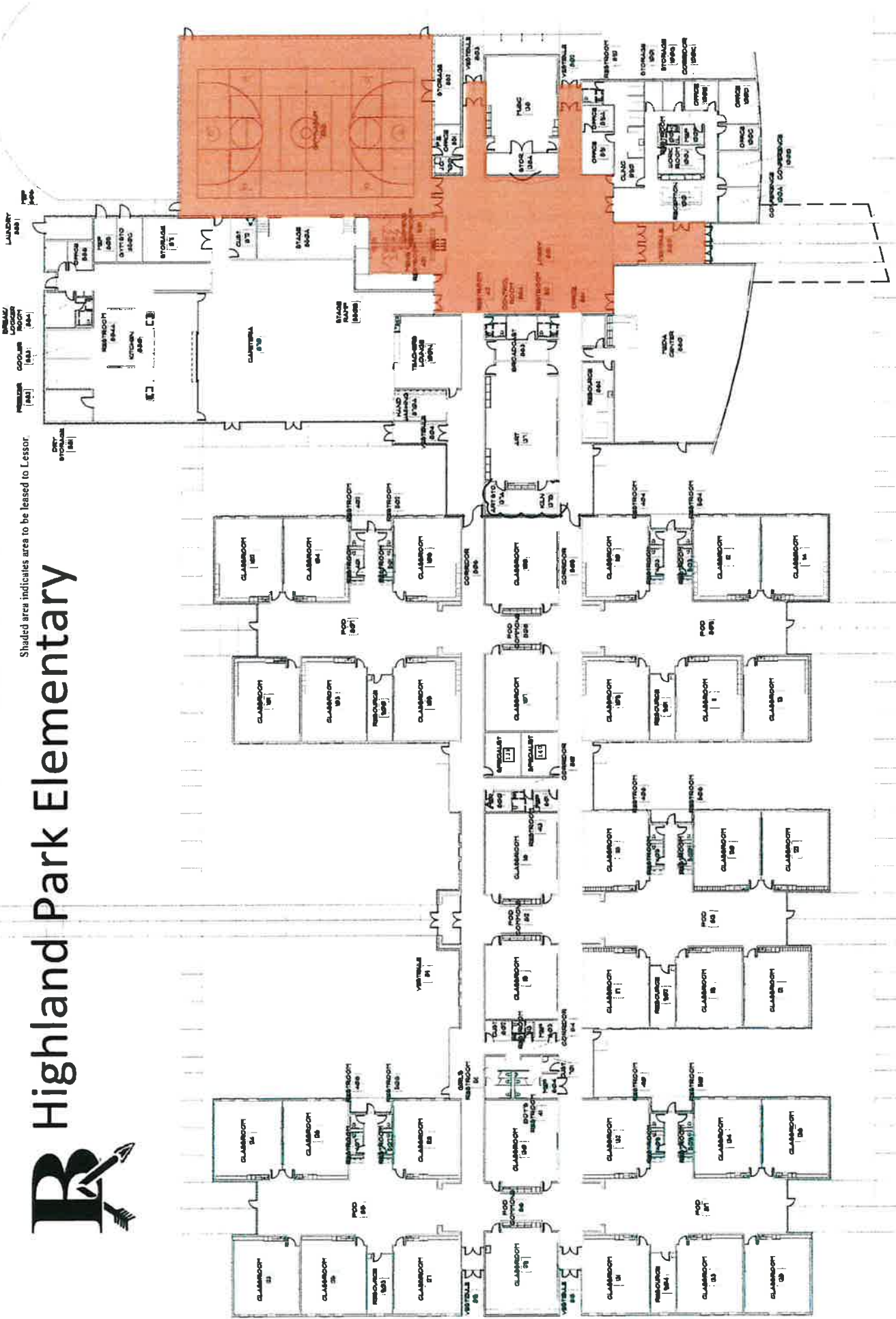
Shaded areas indicate areas to be leased to Lessor



Highland Park Elementary

EXHIBIT "A"

Shaded area indicates area to be leased to Lessor.

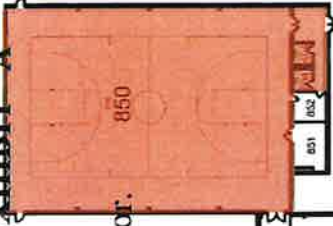


Leisure Park Elementary School

4300 S. Juniper Pl.

Broken Arrow, OK 74011

EXHIBIT "A"



Shaded area indicates area to be leased to Lessor.

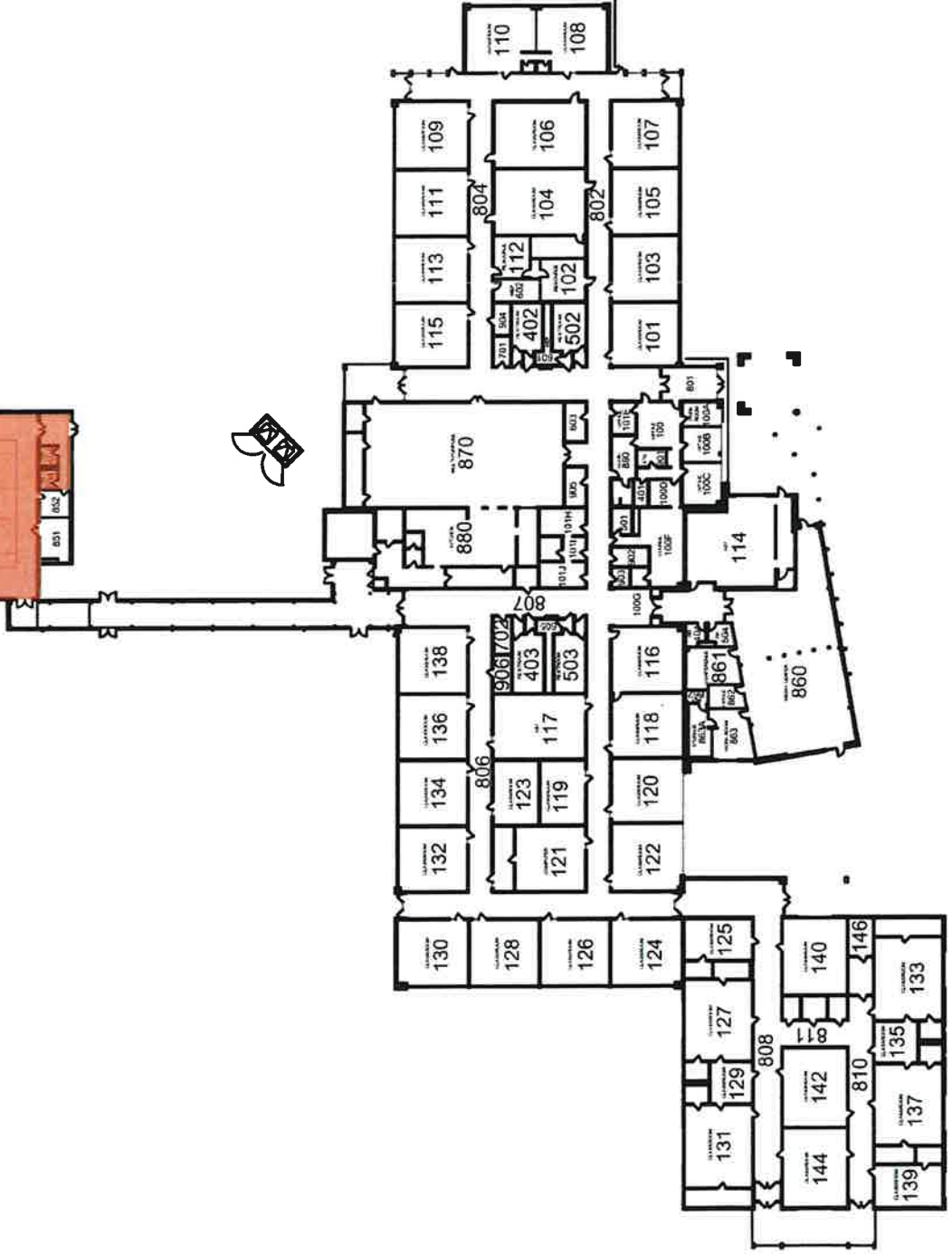
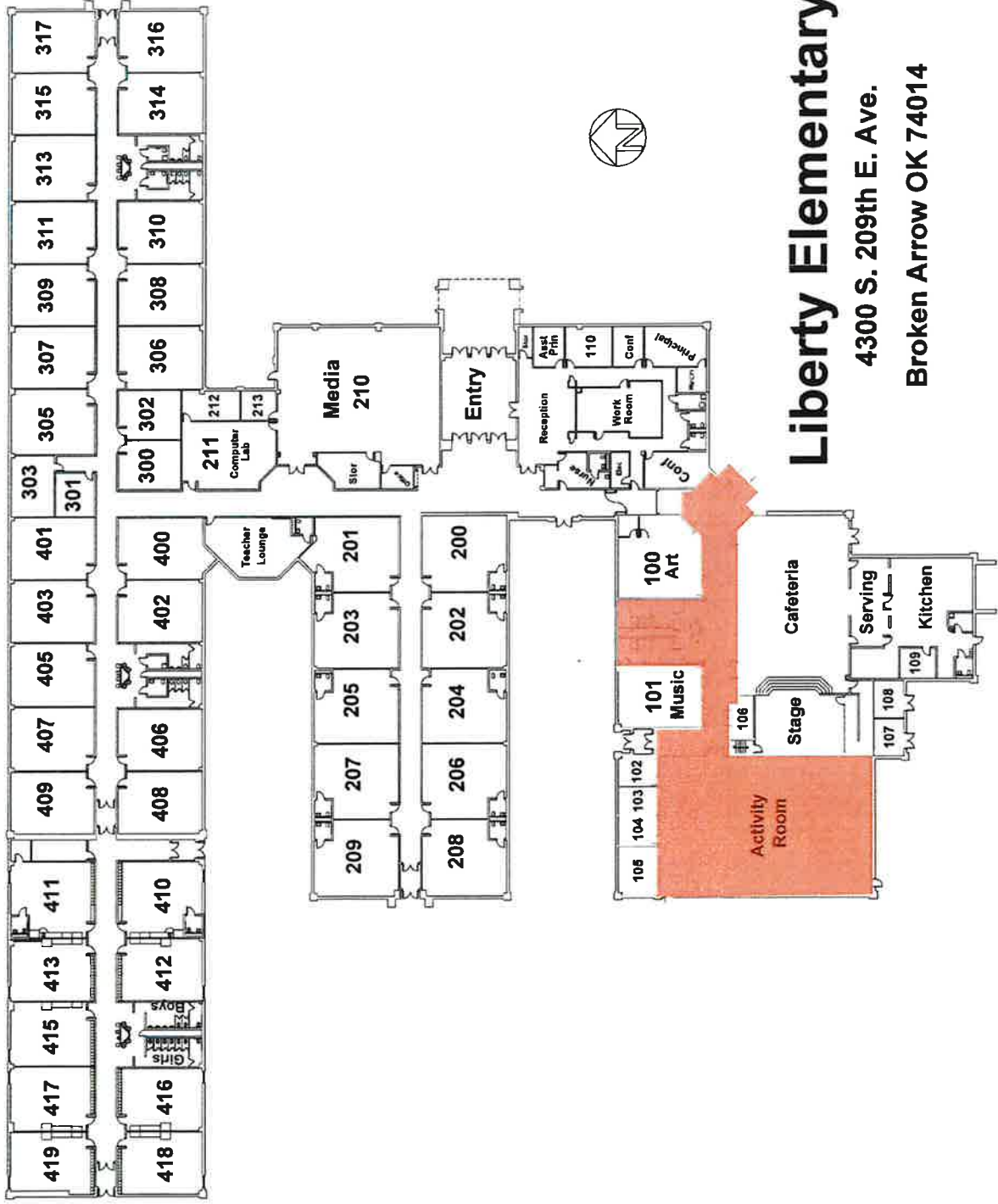


EXHIBIT "A"

Shaded area indicates area to be leased to Lessor.



Liberty Elementary

4300 S. 209th E. Ave.

Broken Arrow OK 74014

EXHIBIT "A"

Lynn Wood Elementary School
1600 W. Quincy Ave
Broken Arrow, OK 74012

Shaded area indicates area to be leased to Lessor.

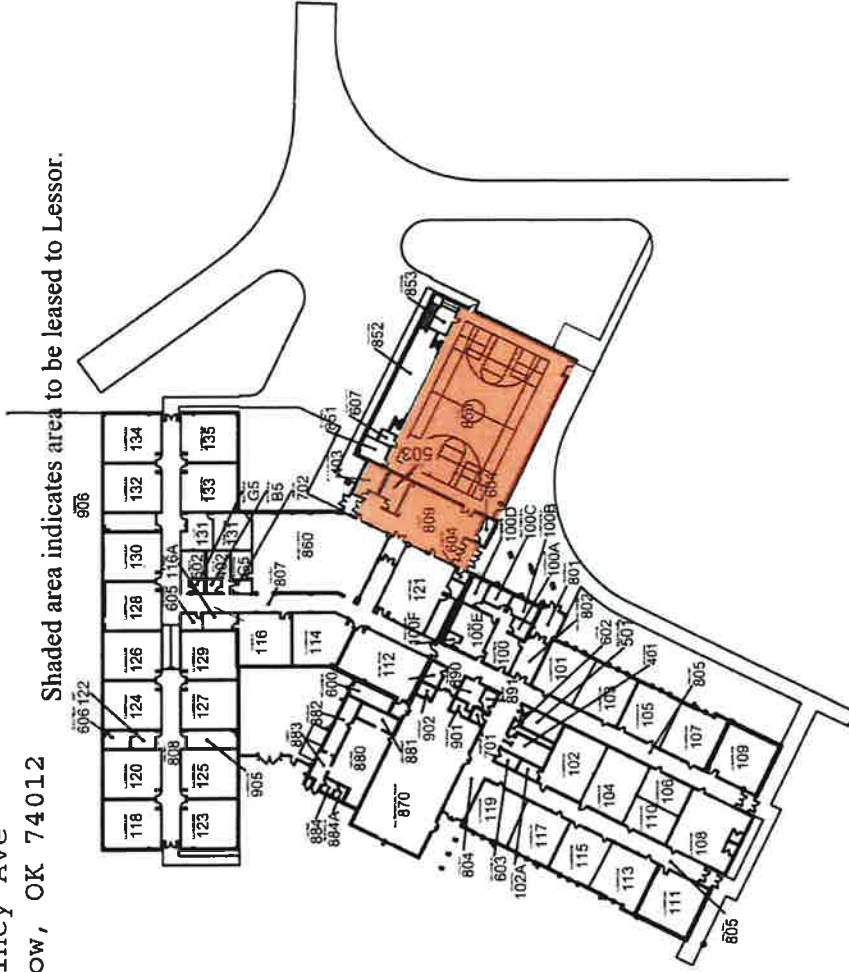


EXHIBIT "A"

Oak Crest Elementary School

405 E. Richmond Street

Shaded area indicates area to be leased to Lessor.

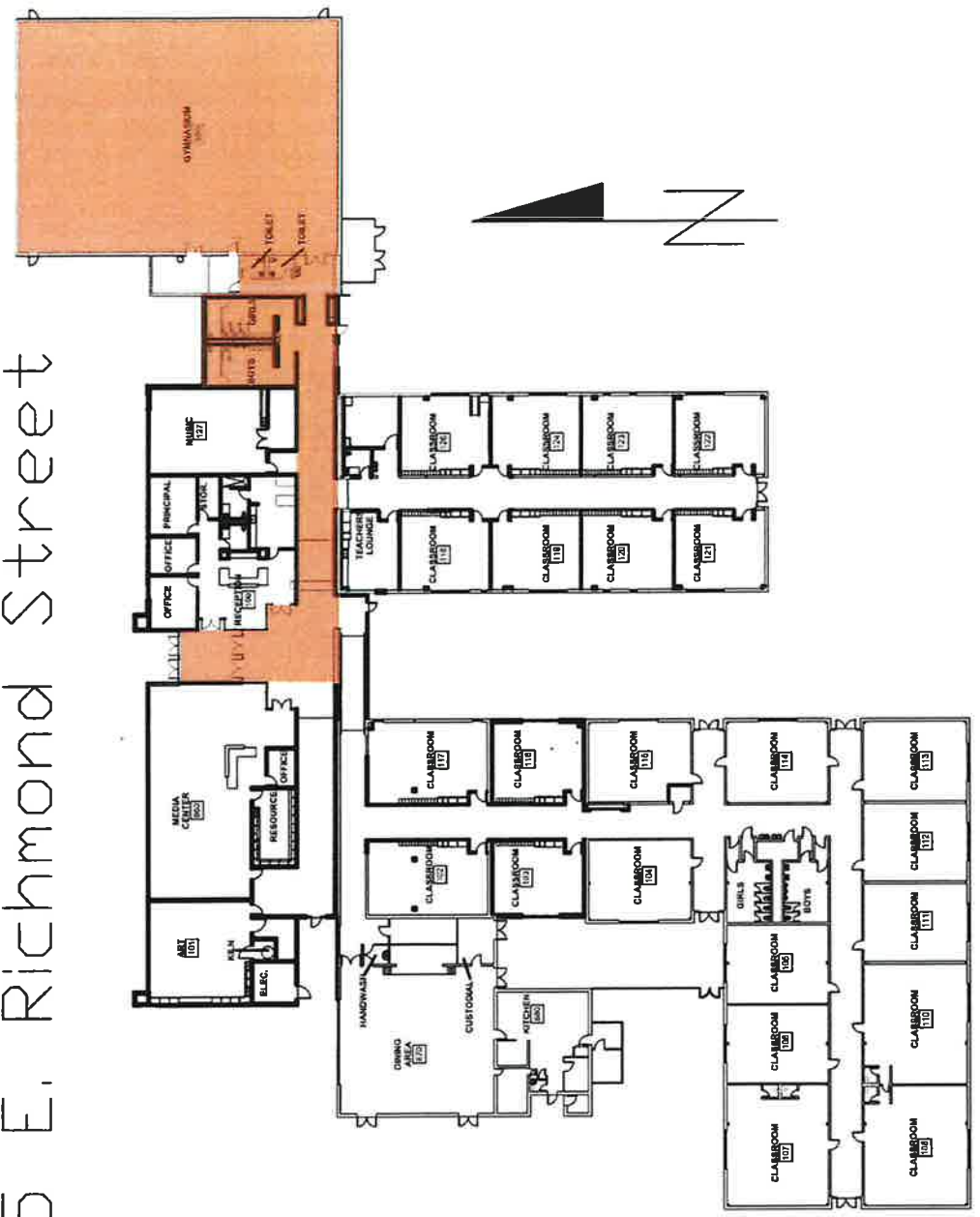
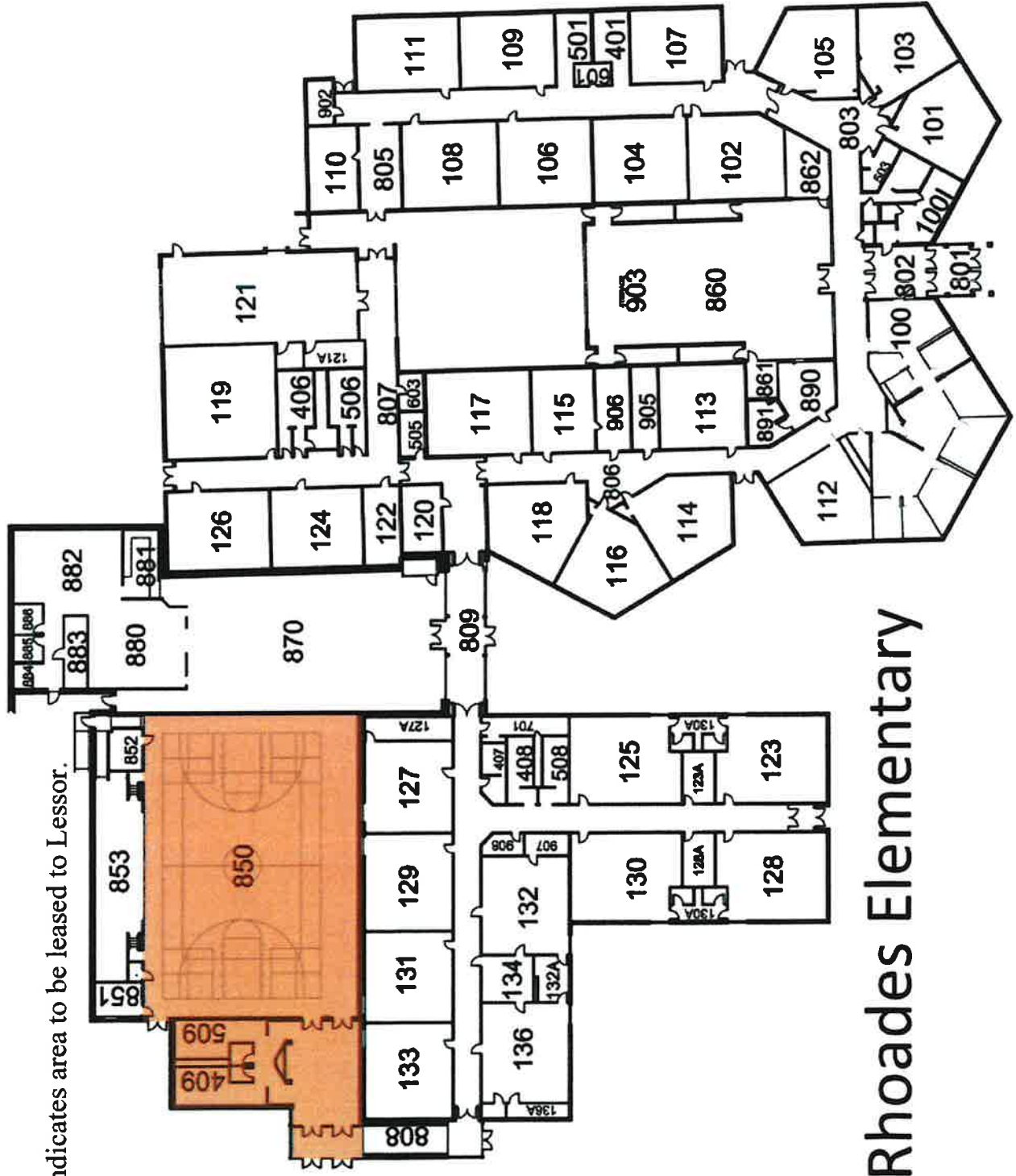


EXHIBIT "A"

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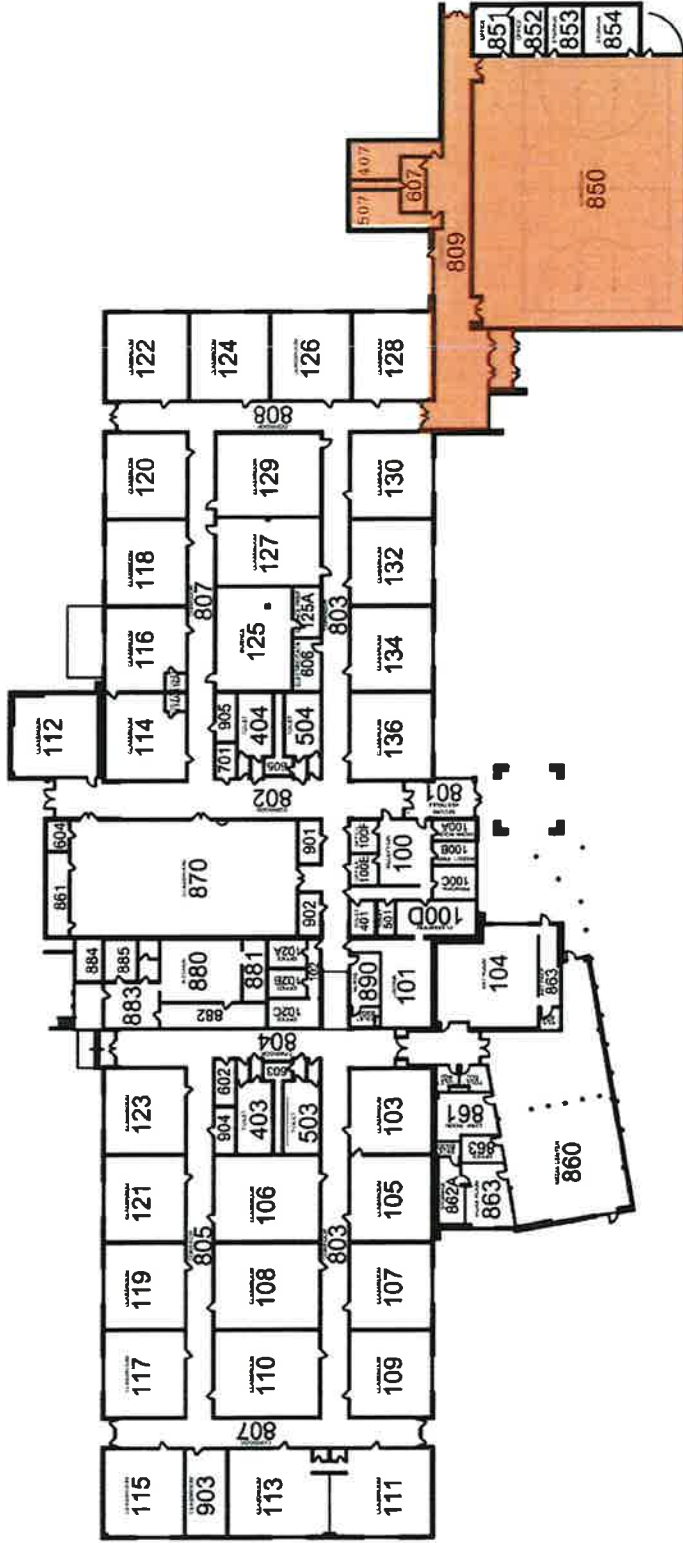
Rhoades Elementary



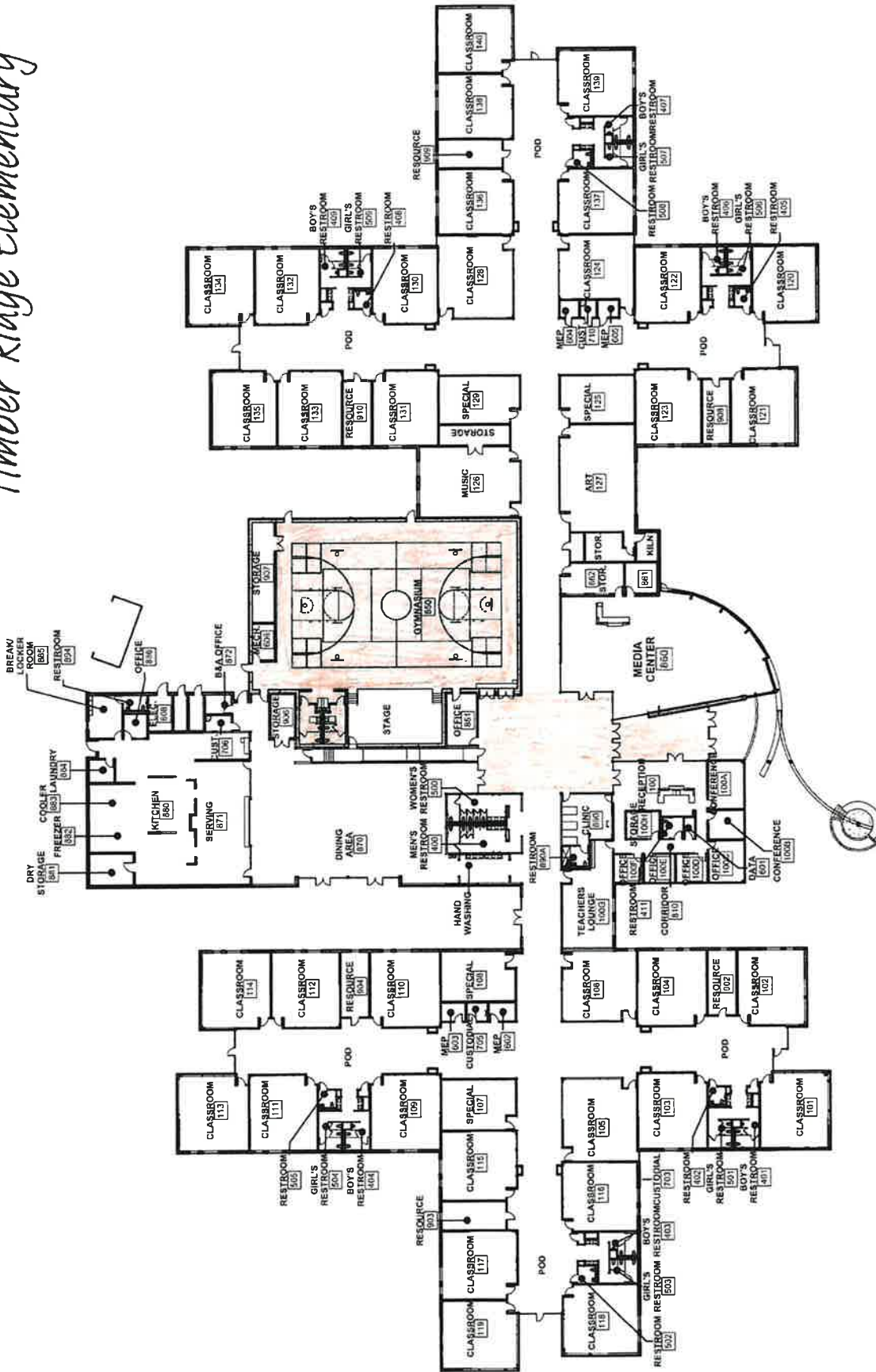
BROKEN ARROW PUBLIC SCHOOLS SPRING CREEK ELEMENTARY

EXHIBIT "A"

Shaded area indicates area to be leased to Lessor.



Timber Ridge Elementary



Vandever Elementary
2200 S. Lions Ave.
Broken Arrow, OK 74012

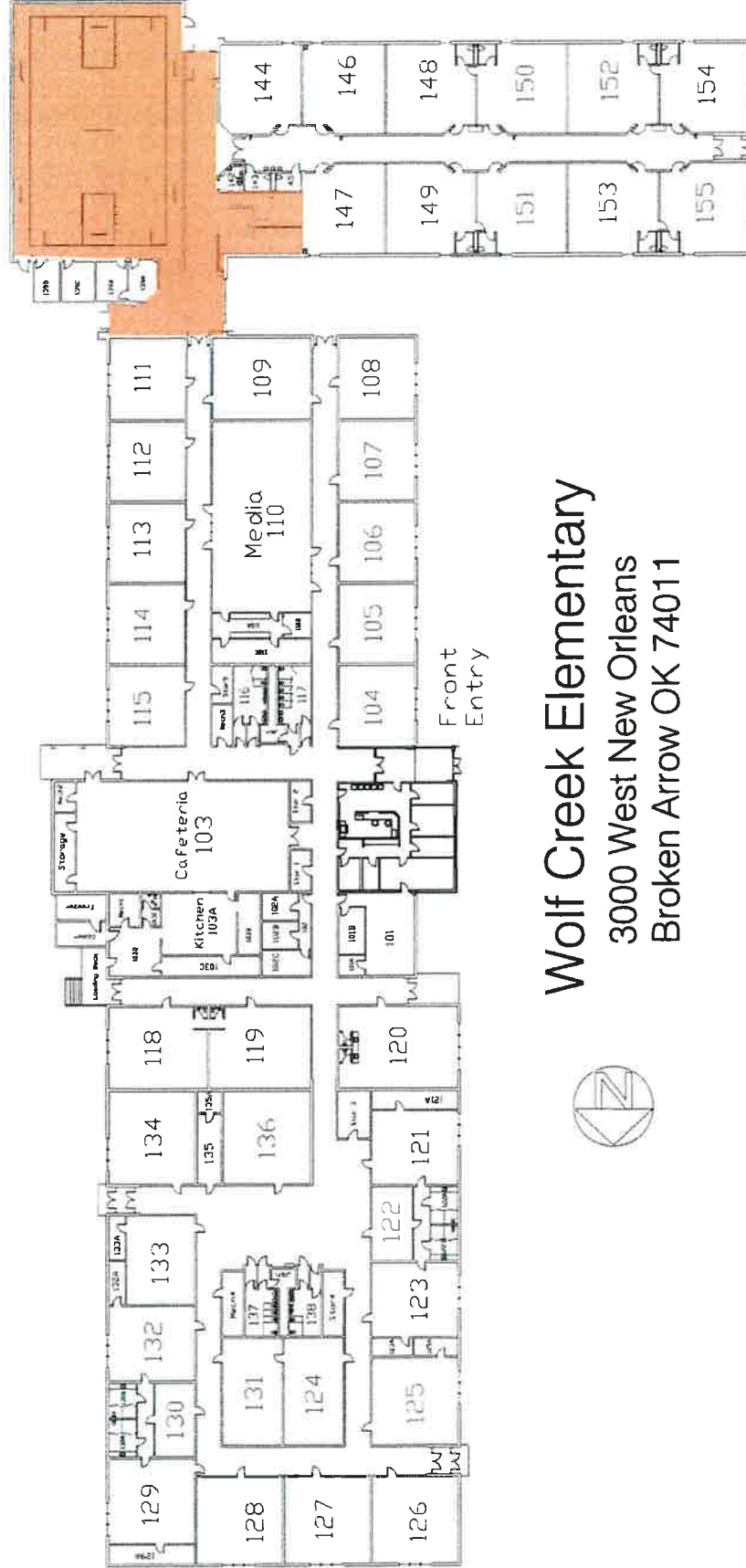
EXHIBIT "A"

Shaded area indicates area to be leased to Lessor.



EXHIBIT "A"

Shaded area indicates area to be leased to Lessor.



Wolf Creek Elementary

3000 West New Orleans
Broken Arrow OK 74011



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILSON SPORTS INSURANCE SERVICES, LLC 43 CROWN RD. WILLOW PARK, TX 76087	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : AEGIS SECURITY INSURANCE COMPANY</td> </tr> <tr> <td colspan="2">INSURER B : AEGIS SECURITY INSURANCE COMPANY</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : AEGIS SECURITY INSURANCE COMPANY		INSURER B : AEGIS SECURITY INSURANCE COMPANY		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED BROKEN ARROW AMATEUR BASKETBALL ASSN. INC. 1005 S. MAIN ST. BROKEN ARROW, OK 74012 Attn: TONYA HASH																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Athletic Participant Legal Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		WSL 000 416	11/8/2021	11/8/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr> <tr><td>Abuse & Molestation</td><td>\$ 300,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000	Abuse & Molestation	\$ 300,000
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AGGREGATE	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PER STATUTE</td><td>OTH-ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
B	OTHER (secondary) Excess Accident Medical		WSA 000 416	11/08/2021	11/08/2022	Limit: \$50,000 Deductible: \$250														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

Certificate specifically relates to practices & games.

CERTIFICATE HOLDER BROKEN ARROW PUBLIC SCHOOL DISTRICT 601 S MAIN ST BROKEN ARROW, OK 74012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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