

LEASE AND OPERATING AGREEMENT
BETWEEN NORMAN PUBLIC SCHOOLS, PIONEER LIBRARY SYSTEM, AND
THE CITY OF NORMAN

This Lease and Operating Agreement ("Agreement") is between the Independent School District No. 29 of Cleveland County, Oklahoma ("NPS"), the Pioneer Library System ("PLS"), and the City of Norman, Oklahoma ("City").

WHEREAS, NPS is the owner of a tract of land at 125 Vicksburg Avenue, Norman, Oklahoma, upon which is located Irving Middle School. A portion of the tract is suitable for housing a 24-hour library service machine ("machine"); and

WHEREAS, the machine operates to allow students and the general public to pick-up library books, return library books, browse the PLS library catalog, and apply for a library card; and

WHEREAS, NPS, PLS, and the City have jointly considered and studied the needs of the school district and the general public and believe that installation of the machine at Irving Middle School will serve students, surrounding neighborhoods, and residents of East Norman; and

WHEREAS, NPS, PLS, and the City desire to enter into this Agreement to provide the land for the machine for use by all parties; and

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:

PURCHASE AND INSTALLATION OF MACHINE BY THE CITY AND PLS

1. PLS agrees to purchase the machine. This purchase shall be made on or before July 15, 2012.
2. PLS agrees to install the machine on land occupied by Irving Middle School and owned by Norman Public Schools and more particularly described on the document attached hereto as Exhibit "A" (the "Property"). Prior to installation by PLS, the City shall be responsible for pouring a concrete pad on which to locate the machine. Subsequent to installation of the machine, the City shall be responsible for purchase and installation of a canopy that will cover the machine and provide shade to users.

- a) If necessary, PLS shall cause plans and specifications for the installation of the machine to be prepared. If necessary, the City shall cause plans and specifications for the installation of the concrete pad and/or the canopy to be prepared.
- b) Installation of the machine shall be undertaken, inspected and supervised by PLS. This may include execution of a contract between PLS and a contractor selected by PLS.
- c) Construction of the concrete pad and canopy shall be undertaken, inspected and supervised by the City. This may include execution of a construction contract between the City and a contractor selected by the City.
- d) The City reserves the right to perform parts or all of the construction of the concrete pad and/or installation of the canopy with the City workforce.
- e) The time within which the City and PLS are obligated to install the concrete pad and canopy and install the machine, respectively, shall extend for a reasonable period of time, and performance delays shall be excused on account of and for and during the period of, any delay caused by strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, action or regulation of any governmental agency, law or ordinance, impossibility of obtaining materials, or other things beyond the reasonable control of the City and PLS. PLS and the City shall use their best efforts to complete the installation at the earliest possible date in accordance with the construction contract(s). Provided, however, the parties agree to temporarily stop any activity which disrupts important educational activities, such as testing, upon request by the NPS Superintendent, or his designee.
- f) The City and PLS shall require every contractor to furnish insurance protecting the City and NPS, and PLS, their respective officers, agents and employees, as their respective interests may appear, against any claims for personal injuries, death claims, and property damage that may be asserted because of said construction and equipping, said insurance to be of such character and in such amounts as may reasonably be determined by the City and PLS.
- g) NPS agrees to give full access to its facilities and cooperate with the City and PLS during the time of installation and shall permit the City, PLS, and their employees and agents, at all reasonable times, to enter and inspect such installation. Notwithstanding the foregoing, the City and PLS shall use every reasonable effort to minimize the disruption of school activities in connection with installation.
- h) PLS shall retain primary management, maintenance, and operations authority for the machine placed on the Property subject to the terms and conditions of the Agreement. The City shall retain primary management and maintenance authority for the concrete pad and canopy.

LEASE OF PROPERTY

3. NPS agrees to lease the Property to the City together with all easements, rights, and appurtenances in connection therewith for the shared use by the City as further described herein. This Agreement shall become effective upon approval of the parties and continue for a period of ten (10) years with an option to renew for subsequent additional ten (10) year terms with the mutual consent of the parties which consent shall not be unreasonably withheld from the completion of the project and shall not be revocable at will by NPS during the term of the lease.
4. The City and PLS agree to use the Property exclusively for operation of the machine and to keep and maintain the machine and improvements to the property in a safe and sightly condition. The City and PLS agree to neither sublet the Property nor assign the lease.
5. This agreement may be terminated or extended with the agreement of the parties or terminated upon completion of a branch library located in east Norman at PLS's election. Should the agreement be terminated, the City and PLS shall have the option to remove the machine and any and all of the improvements made by the City within a ninety day period after termination of the agreement. If the machine is removed, PLS will retain ownership of the machine.
6. NPS agrees to share the use of the Irving Middle School parking provided; however, the Irving Middle School faculty, staff, parents, and patrons have priority for the parking.
7. All the covenants and agreements of the City, PLS, and NPS herein contained shall be binding upon the heirs, legal representatives, successors and assigns of the City, PLS, and NPS.

OPERATION OF MACHINE

8. PLS shall be responsible for installation of data services serving the machine as well as for payment of data use costs.
9. The City shall be responsible for installation of electrical service to the machine as well as for payment of electrical use costs.

SIGNS

10. The City and/or PLS shall have the right to erect and maintain all signs necessary and appropriate to direct citizens to the machine; provided, however, that no sign shall be erected without the consent of NPS or if it would be in violation of any rule or regulation of the State Board of Education.

CHANGES, ADDITIONS, OR ALTERATIONS TO FACILITY

11. Significant changes, alterations or additions to the machine shall be submitted to all parties for reasonable evaluation and joint approval.

LIABILITY

12. Each of the parties agrees 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 proposed machine to be located at Irving Middle School.
13. The City agrees to indemnify PLS and NPS in suits at equity and at law, arising from the City's installation of the improvements; but in no way shall this agreement be considered a waiver of the City's defenses under 50 O.S. § 151 et seq.
14. PLS agrees to indemnify the City and NPS in suits at equity and at law, arising from PLS's operation of the machine; but in no way shall this agreement be considered a waiver of the PLS's defenses under 50 O.S. § 151 et seq.

Executed this 14th day of August, 2012.

CITY OF NORMAN, OKLAHOMA

By Cindy S Rostler
Mayor



ATTEST:

Brenda Hall
City Clerk

Approved as to form and legality this 2nd day of August, 2012.

Jeff Blumson
City Attorney

INDEPENDENT SCHOOL DISTRICT No. 29 of CLEVELAND COUNTY, OKLAHOMA

By [Signature]
President

ATTEST:

[Signature]
Clerk

Approved as to form and legality this 16 day of July, 2012

[Signature]
Attorney for Norman Public Schools

PIONEER LIBRARY SYSTEM

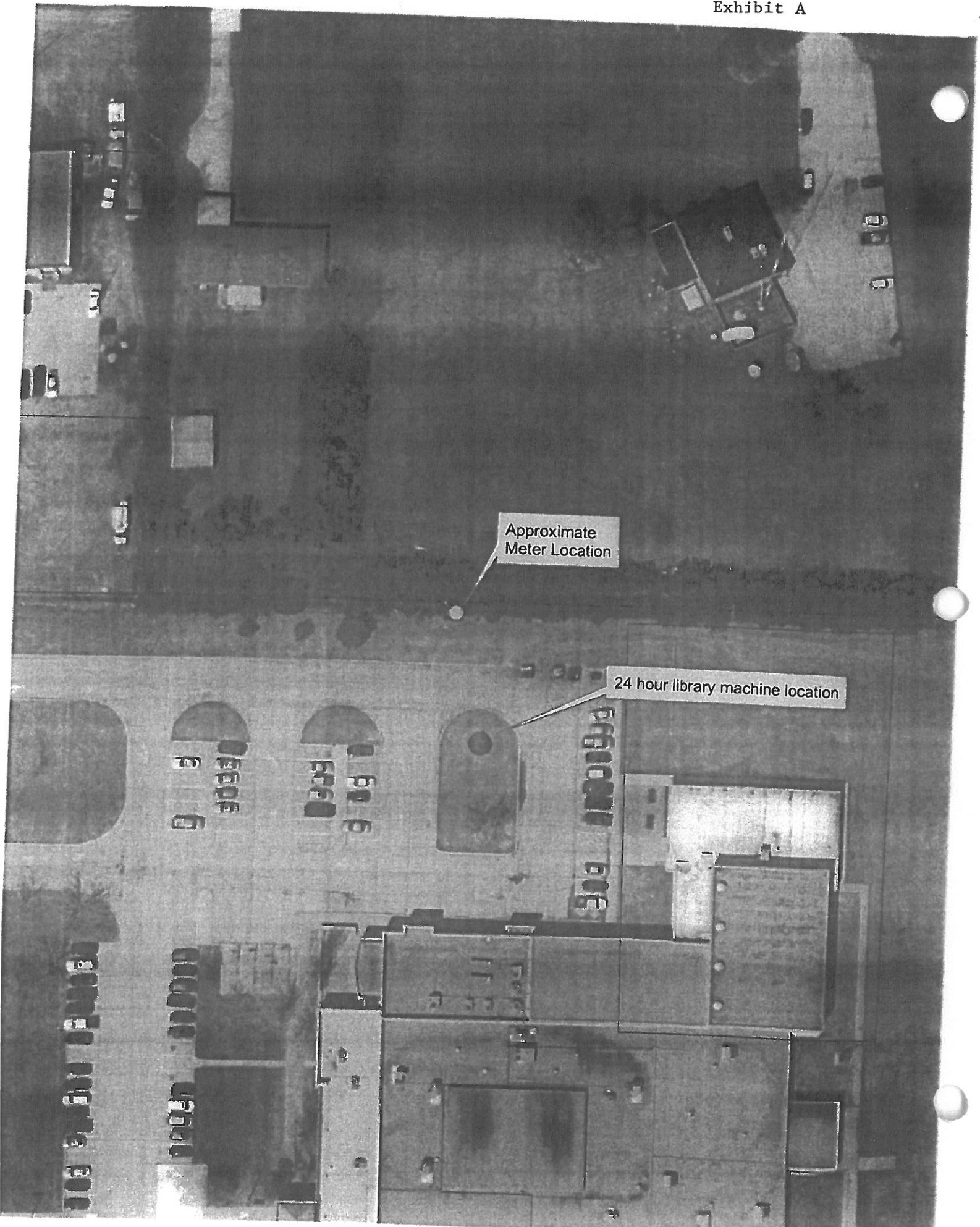
By [Signature]
President, Board of Trustees

ATTEST:

[Signature]
Secretary

Approved as to form and legality this 31 day of July, 2012.

[Signature]
Attorney for Pioneer



Approximate
Meter Location

24 hour library machine location