



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreement

Item No:

Date: June 30, 2020

Originating Department: Klamath County Sheriff's Office-Emergency Management

Issue: In the Matter of Approving a lease agreement between the Klamath County Sheriff's Office (KCSO) Emergency Management Division and Klamath 9-1-1 Communications District.

Background: This is a lease whereby KCSO Emergency Management occupies two office spaces and has use of a conference room, restrooms, and parking spaces at the 9-1-1 Communications facility located at 2543 Shasta Way, Klamath Falls, Oregon 97601. The term of the agreement is from June 30, 2020 through June 30, 2021 with a one-year renewal option. Base rent is set at \$377 per month with additional \$100 per month for the parking spaces.

Fiscal Impact: Expense to the General Fund-Sheriff's Office-Emergency Management Division in the amount of \$5,724 in fiscal year 2020-2021.

Recommended Motion: Approve the lease agreement between Klamath County Sheriff's Office-Emergency Management and 9-1-1 Communications District for the period of June 30, 2020 through June 30, 2021 with a fiscal obligation of \$5,724.

DONE AND DATED this _____ day of _____, 20__.

 Chair

Approved

Denied

 Vice-Chair

Approved

Denied

 Commissioner

Approved

Denied

OFFICE SPACE LEASE

Date: April 1, 2020

Between: Klamath 9-1-1 Communications District (“District”)
2543 Shasta Way
Klamath Falls, OR 97601

And: Klamath County Emergency Management
c/o Klamath County Commissioners (“Emergency Management”)
305 Main Street
Klamath Falls, OR 97601

District leases to Emergency Management and Emergency Management leases from District two offices for exclusive use by Emergency Management plus shared use of the parking spaces, restroom and conference room located at 2543 Shasta Way and more particularly described on the Exhibit “A” (the “Premises”) on the terms and conditions stated below:

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence June 30, 2020, and continue through June 30, 2021, unless sooner terminated as hereinafter provided.

1.2 Early Termination. Either party may terminate this lease by giving the other party 180 days written notice.

1.3 Renewal Option. If the lease is not in default when the Original Term ends, Emergency Management shall have the option to renew this lease for 1 additional year (the “Renewal Term”), as follows:

(1) The Renewal Term shall commence July 1, 2021 and terminate on June 30, 2022.

(2) The option may be exercised by written notice to District given not less than 120 days before the last day of the Original Term. Giving such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties. District and Emergency Management shall then be bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the Renewal Term shall be identical with the Original Term except for rent and except that Emergency Management will no longer have any option to renew this lease. Rent for a renewal term shall be the greater of (a) the rental during the preceding Original Term or (b) a reasonable rental for the ensuing term.

Section 2. Rent

2.1 Base Rent. During the Original Term, Emergency Management shall pay to District as base rent the sum of \$377 per month. Rent shall be payable on the first day of each month in advance at such place as may be designated by District. Monthly rent shall commence beginning July 1, 2020.

2.2 Additional Rent. Shall be in the amount of \$100 per month for the outside storage of equipment and vehicles authorized by Emergency Management. Emergency Management will maintain an equipment and vehicles list and provide the District with a copy.

2.3 Escalation

(1) The base rent provided in Section 2.1 shall be adjusted for each lease year after the base year by a percentage as determined below. The base year is defined as July 1, 2020 through June 30, 2021.

(2) Rent per Section 2 shall be increased in the month of July each year by 3%. In no event, however, shall rent be reduced below that payable during the preceding year of this lease.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for emergency management offices, equipment and personnel and for no other purpose without the written consent of District.

3.2 Restrictions on Use. In connection with the use of the Premises, Emergency Management shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Emergency Management's own expense any failure of compliance created through Emergency Management's fault or by reason of Emergency Management's use, but Emergency Management shall not be required to make any structural changes to effect such compliance unless such changes are required because of Emergency Management's specific use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent District from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing District to obtain reduced premium rates for long-term fire insurance policies, unless Emergency Management pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to District personnel, invitees or the general public.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by District. **Ensure that all equipment including, stored equipment is appropriately grounded to meet Motorola R56 standards and in no way create a safety hazard.**

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of District.

3.3 Conflict of Use. The parties shall cooperate during periods of joint use of the common areas so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Districts' right of use shall be dominant. If the Emergency Operations Center requires activation then Emergency Management's use of the common areas shall be dominant.

3.4 Hazardous Substances. Emergency Management shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Emergency Management may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 4.1. Emergency Management may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Emergency Management's reasonably anticipated needs. Emergency Management shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Emergency Management shall remove all Hazardous Substances from the Premises. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 4. Repairs and Maintenance

4.1 District's Obligations. The following shall be the responsibility of District:

(1) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation.

(2) Repair and maintenance of sidewalks, driveways, curbs, parking areas, and areas upon the Premises used in common by Emergency Management and District.

(3) Repair and maintenance of water, sewage, gas, and electrical services

(4) Repair and maintenance of the heating and air conditioning system other than ordinary maintenance.

4.2 Emergency Management's Obligations. The following shall be the responsibility of Emergency Management:

(1) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to Emergency Management's exclusive areas.

(2) Any repairs necessitated by the negligence of Emergency Management, its agents, employees, and invitees.

(3) Ordinary maintenance and cleaning of Emergency Management's exclusive areas.

Section 5. Alterations

5.1 Alterations Prohibited. Emergency Management shall make no improvements or alterations on the Premises of any kind without first obtaining District's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, *alterations* includes the installation of computer and telecommunications wiring, cables, antenna and conduit.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either District or Emergency Management shall be the property of District when installed unless the applicable District's written consent specifically provides otherwise. Improvements and alterations installed by Emergency Management shall, at District's option, be removed by Emergency Management and the premises restored unless the applicable District's consent specifically provides otherwise.

Section 6. Insurance

6.1 Casualty Insurance. District shall keep the Premises insured at District's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Emergency Management shall carry similar insurance insuring the property of Emergency Management on the Premises against such risks.

6.2 Liability Insurance. Before going into possession of the Premises, Emergency Management shall add District as an additional insured to Klamath County's comprehensive general liability insurance. Such insurance shall cover all risks arising directly or indirectly out of Emergency Management's activities on or any condition of the Premises. District shall similarly add Emergency Management to its general liability policy.

Section 7. Taxes; Utilities

7.1 Property Taxes. Emergency Management shall pay as due all taxes on its personal property located on the Premises.

7.2 Utilities Charges. All charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of Emergency Management's exclusive areas of the Premises, including power, gas, water/ sewer, trash pickup and janitorial services have been factored into the base monthly rent per the current annual direct cost to the District.

Section 8. Damage and Destruction. If the Premises are damaged the Premises shall be repaired by District at District's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of District. If the Premises are destroyed or damaged to the extent occupancy is not feasible, then this Lease shall terminate and all rights and obligations of the parties shall cease as of the date of termination.

Section 9. Indemnification. Emergency Management shall indemnify and defend District from, and reimburse District for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Emergency Management on the Premises or any condition of the Premises in the possession or under the control of Emergency Management. District shall have no liability to Emergency Management for any injury, loss, or damage caused by third parties, or by any condition of the Premises. District shall indemnify and defend Emergency Management from, and reimburse Emergency Management for, any cost, claim, loss or liability suffered directly or from a third-party claim arising out of or related to any activity of District on the Premises or any condition of the Premises in the possession or under the control of District.

Section 10. Assignment and Subletting

No part of the Premises may be assigned or subleased to any other County entity or third parties, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of District.

Section 11. Default

The following shall be events of default:

11.1 Default in Rent. Failure of Emergency Management to pay any rent or other charge within 10 days after it is due.

11.2 Default in Other Covenants. Failure of Emergency Management to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by District specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Emergency Management begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Section 12. Remedy on Default In the event of a default the lease may be terminated at the option of District by written notice to Emergency Management, in which case Emergency Management shall vacate the Premises within 30 days.

Section 13. Surrender at Expiration

13.1 Condition of Premises. On expiration of the lease, Emergency Management shall deliver all keys to District and surrender the Premises in first-class condition and broom clean. Alterations constructed by Emergency Management with permission from District shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Emergency Management is responsible shall be completed to the latest practical date before such surrender.

13.2 Fixtures

(1) All fixtures placed on the Premises during the term, other than Emergency Management's trade fixtures, shall, at District's option, become the property of District. If District so elects, Emergency Management shall remove any or all fixtures that would otherwise remain the property of District, and shall repair any physical damage resulting from the removal. If Emergency Management fails to remove such fixtures, District may do so and charge the cost to Emergency Management with interest at the legal rate from the date of expenditure.

(2) Before expiration or other termination of the lease term, Emergency Management shall remove all furnishings, furniture, and trade fixtures that remain its property.

Section 14. Miscellaneous

14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent shall not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so

accepted when due and shall not affect District's remedies for failure to preform such other obligations.

14.2 Attorney Fees. In the event suit or action is instituted to enforce any of the terms or provisions of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.

14.3 Venue. Any action brought to interpret or enforce the terms and conditions of this Lease shall be brought exclusively in the Circuit Court for the State of Oregon, County of Klamath.

District:

Klamath County Emergency Management:

By: David Burnett
Its: Chairman of the Board of Directors

Chair Date

Vice-Chair Date

Commissioner Date

Approved as to form and
legal sufficiency:

County Counsel

Asset User Full Name	Bar Code	Description	Model#	Serial Number	Location Name
Emergency,Management	40148	LED TV	UN46EH5000FXZA	Z4MM3CBC501844	EMERGENCY MANAGEMENT
Emergency,Management	40150	LED TV	UN46EH5000FXZA	Z4MM3CBC501653	EMERGENCY MANAGEMENT
Emergency,Management	40151	LED TV	UN46EH5000FXZA	Z4MM3CBC501654	EMERGENCY MANAGEMENT
Emergency,Management	40149	LED TV	UN46ES6100FXZA	Z4TD3CBCE303866	EMERGENCY MANAGEMENT
Fowler,Brandon	40851	MONITOR	U2414H	CN-0R9F1P-74261-453-37ML	EMERGENCY MANAGEMENT
Fowler,Brandon	40852	MONITOR	U2414H	CN-0R9F1P-74261-453-3C4L	EMERGENCY MANAGEMENT
Emergency,Management	40157	PRINTER	CP1525NW	CNBF177385	EMERGENCY MANAGEMENT
Emergency,Management	37528	PROJECTOR	LP70X	ANEN50200086	EMERGENCY MANAGEMENT
Emergency,Management	39713	REPEATER	IC-FR5000	105777	HAMAKER MOUNTAIN TRANSMITER
Emergency,Management	41621	TABLET	IPAD PRO	DMPRGD0BGXQ7	EMERGENCY MANAGEMENT
Todd,Stacey	41619	TABLET	IPAD PRO	DMPRGHMAGXQ7	EMERGENCY MANAGEMENT
Emergency,Management	41240	SWITCH	GS108PE	3UJ14C5P05596	EMERGENCY MANAGEMENT
Fowler,Brandon	41196	UPS	BN1080G	3B1441X20976	EMERGENCY MANAGEMENT
Fowler,Brandon	41229	DOCKING STATION	UD-3900	D14-00357998	EMERGENCY MANAGEMENT
Fowler,Brandon	50101	PROJECTOR	W490	Q70E706AAAAAC0024	GOVERNMENT CENTER
Fowler,Brandon	50208	LAPTOP	E5470	97MBPH2	EMERGENCY MANAGEMENT
Fowler,Brandon	50326	MONITOR	U2417H	H772572	EMERGENCY MANAGEMENT
Emergency,Management	50692	LAPTOP	LENOVO E585	20KV000YUSPF1M7NE3	EMERGENCY MANAGEMENT
Emergency,Management	50693	LAPTOP	LENOVO E585	20KV000YUSPF1M7WDR	EMERGENCY MANAGEMENT
Emergency,Management	50713	COMPUTER	OPTIPLEX 3050 SFF XCTO	1LLL7X2	EMERGENCY MANAGEMENT
Todd,Stacey	50769	LAPTOP	5490 XCTO	8Z3P6Y2	EMERGENCY MANAGEMENT
Fowler,Brandon	50821	LAPTOP	7200	9J851Z2	EMERGENCY MANAGEMENT
Fowler,Brandon	50857	KEYBOARD	LATITUDE 7200KEYBOARD	CN-024D3M-DFS00-95F-00TD	EMERGENCY MANAGEMENT
Todd,Stacey	50872	DOCKING STATION	UD-3900	K19-00071857	EMERGENCY MANAGEMENT
Fowler,Brandon	50889	SWITCH	ICX 6450	CTG3839M03Z	EMERGENCY MANAGEMENT
Fowler,Brandon	50959	TABLET	IPAD AIR 64GB	5WDVNF2	EMERGENCY MANAGEMENT
Emergency,Management		TOWER	Radio Tower		EMERGENCY MANAGEMENT
Emergency,Management		TRAILER	CERT Trailer		EMERGENCY MANAGEMENT