



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Board of Commissioners Item No:

Date: 02/04/20

Originating Department: Library Service District

Issue: Approve the Lease Agreement for the Chemult branch located at 120 Damon Street, Chemult, OR with the Chemult Community Center and authorize the Library Director to sign.

Background: The Klamath County Library has been leasing the one-story School/Community Center from the Chemult Community Center since 1997. The current lease will expire March 1st, 2020 and we are requesting to approve a new lease for another five years, until 2025. The new lease will increase the monthly payments by \$25.00 from \$175.00 to \$200.00 per month with the option to renew the lease in March of 2025 for another five years term. In 2025 the rent will increase by \$25.00, making the lease \$225.00 commencing in March 2025 thru February 2030.

Fiscal Impact: From the Materials and Services Fund the amount of \$800.00 for the fiscal year 2020, then \$2,400.00 for fiscal years 2021 thru 2025. For fiscal years 2026 thru 2030 the annual fiscal impact will be \$2,700.00

Recommended Motion: Approve the Lease Agreement for the Chemult branch at 120 Damon Street, Chemult, OR with the Chemult Community Center and authorize the Library Director to sign. Fiscal Impact \$800.00 for the fiscal year 2020, then \$2,400.00 for fiscal years 2021 thru 2025. For fiscal years 2026 thru 2030 the annual fiscal impact will be \$2,700.00

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

Chair
Approved
Denied

Vice-Chair
Approved
Denied

Commissioner
Approved
Denied

LEASE OF BUSINESS PROPERTY

This indenture of lease, is made and entered in this day of _____, by and between Chemult Community Center, hereinafter called the LESSOR, and Klamath County Library Service District, a political subdivision of the State of Oregon, hereinafter called the LESSEE.

Witnesses: In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee those certain premises, as is, situated in the Township of Chemult, County of Klamath and State of Oregon, known and described as follows:

One-story school/Community Center located at the address being, 120 Damon Street, Chemult, Oregon 97731 MAILING ADDRESS: P.O. Box 45 Chemult, Oregon 97731.

TERMS:

1. The term of this lease shall be for a period of five years commencing on March 1, 2020 with the option of renewing the lease in 2025 for another five-year lease.
2. Lessee agrees to pay Lessor for the conditional use of the building and rights therein in the sum of \$200.00 per month payable on or before the 10th day of each month. If Lessee opts. to renew the lease in March of 2025 for another five-year term, the rent will increase by \$25.00, making the lease \$225.00 commencing in March, 2025, thru February 2030.
3. Lessors shall maintain adequate casualty insurance to cover losses on the building due to fire.
4. Lessee shall maintain insurance covering Lessee's property inside the building under lessee's Insurance program.
5. Lessee shall be liable for incidents which are related to Lessee's property within the building and conduct of persons related to Lessee's business inside the building in keeping with the intended purpose of this lease.
6. This Lease may be terminated by either party giving written notice to the other party at least thirty (30) days prior to the termination date.
7. The Lessee reserves the right to terminate this Lease upon loss of insurance of Lessor.
8. The Lessee reserves the right to terminate this Lease with twenty-four (24) hours' notice should the Lessee find the Lessor has failed to provide the agreed upon services in keeping with the conditions of this Lease, or relevant law, rule or regulation.
9. **Damage by Casualty, Fire and Duty to Repair.** In the event of the destruction of the building in which said leased premises are located by fire or casualty, either party hereto may terminate this Lease as of the date of said fire or casualty; provided, however, in the event of damage to said building by fire or casualty to the extent of thirty percent (30%) or more of the sound value of said building, the Lessor may elect to repair said building at Lessor's own expense or to terminate the Lease. Written notice of said election shall be given the Lessee within fifteen (15) days after the occurrence of said damage. If said notice to repair is not so

given by Lessor then Lessor conclusively shall be deemed to have elected not to repair and the Lease shall be terminated. In the event Lessor elects not to repair said building, then and in that event this Lease shall terminate with the date of said damage; but if the building in which said leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and Lessor elects to repair, as aforesaid, then the Lessor shall repair said building with all convenient speed and shall have the right to take possession of or occupy, to the exclusion of the Lessee, all or any part of said building in order to make the necessary repairs; and the Lessee hereby agrees to vacate upon request, all or any part of said building which the Lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of said leased premises by said Lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of said premises by Lessee, then there shall be no abatement of rent and the Lessor shall repair said damage with all convenient speed.

10. Waiver of Subrogation Rights. Neither the Lessor nor the Lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvements which the leased premises area apart of or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of the Lessor or Lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this Lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carrier or carriers for reimbursement of any such loss, and, further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this Lease. Neither the Lessor nor the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

11. Constraints. This Lease is expressly subject to the debt limitation of Oregon counties as set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with such laws are deemed inoperative to that extent.

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

13. Notices. Any notice required by the terms of this Lease to be given by one party hereto to the other or desired to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mail with postage fully prepaid, and if intended for the Lessor herein then if addressed to said Lessor at: Chemult Community Center, P.O. Box 63, Chemult, OR 97731, Phone : 209-607-2491; and if intended for the Lessee, then addressed to the Lessee at Klamath County Library, 126 S. Third Street, Klamath Falls, OR 97601 ☎ 541-882-8895. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in said U.S. Registered Mail.

14. Indemnification. Each party shall defend, save, hold harmless, and indemnify the other party and the other party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of

any nature whatsoever ("claims"), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying party's officers, employees, subcontractors, or agents under this agreement. Any indemnity by the Department shall be subject to the limitations of Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300. Any indemnity by the County under this section shall be subject to the limitations of Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

LESSOR:

Chemult Community Center
Attn: Marjorie Findley 2108@gmail.com - secretary Chemult Cca + team
P.O. Box 63
Chemult OR 97731
Phone: 209-607-2491

Vice President
Marjorie Findley
Authorized agent

Date: 01/16/2000

LESSEE:

Klamath County Library Service District
126 S. 3rd street
Klamath Falls, OR 97601
Phone: 541-882-8895

Date: _____

Library Director