

**STATE OF IOWA  
LEASE AGREEMENT**

PATRICK F. OLL  
WOODBURY COUNTY  
AUDITOR & RECORDER  
COMM. OF ELECTIONS  
2016 JUN 2 PM 3:33

**SECTION 1. PARTIES:** THIS LEASE IS EXECUTED BY and between **Woodbury County** (Landlord), whose address for the purpose of this Lease is 620 Douglas Street, Sioux City, Iowa 51101, and the **Iowa Department of Administrative Services** on behalf of and for the benefit of the **Iowa Department of Human Services, Targeted Case Management** (Tenant), whose address for the purpose of this Lease is 109 SE 13<sup>th</sup> Street, Des Moines, Iowa 50319.

**SECTION 2. LEASED PREMISES:**

**2.1** Landlord leases to Tenant the following described property : Approximately **865** Square Feet (Rentable Area or Leasable Space) of office space located at the Trosper-Hoyt Building, 822 Douglas Street, 3<sup>rd</sup> floor, Sioux City, Iowa 51101 (Leased Premises).

**SECTION 3. TERM OF LEASE:** It is understood and agreed that the Lease shall commence on March 1, 2016 and shall end October 31 2016, both days inclusive.

**SECTION 4. USE OF LEASED PREMISES:** It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of general office use.

**SECTION 5. ASSIGNMENT AND SUBLETTING:** Tenant shall have the right, with written approval of Landlord, to assign or sublet the Leased Premises or any part thereof during the term of this Lease or renewal or extension thereof, such approval not to be unreasonably withheld.

**SECTION 6. RENTAL:** Tenant agrees to pay to Landlord the following for the Leased Premises:

**6.1 Rental Rate.** For the term of March 1 through June 30, 2017, Tenant shall pay for the use and occupancy of the Premises at a rental sum (Rental Rate) of \$8,650.00 per year or \$10.00 per sq. ft., payable, in equal monthly installments in the amount of \$720.83, in arrears. The first rent payment is due on the first (1st) of April, 2016 and the same amount on or before the first (1st) day of each month thereafter during the term of this Lease. The last month's rent is due and payable on the first (1st) day of the month immediately following the last month of the Lease.

**6.2** In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

**6.3 DELINQUENT RENT.** If Tenant fails to pay any amounts due under this Lease within sixty (60) days after the later of the date of receipt of the statement for such payment or the date of the satisfactory delivery, furnishing or performance of the services, supplies, materials or contract for which such payment is requested, then the unpaid amount shall bear interest as provided in Iowa Code section 8A.514, until paid; except if the warrant for such payment is not paid, in part or in full, due to lack of funds at the time of presentment, then interest shall be paid at the maximum rate established pursuant to Iowa Code section 74A.6, on the unpaid amounts until paid in full.

**SECTION 7. COVENANT OF QUIET ENJOYMENT:** So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

**SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE:**

**8.1.** Landlord shall be responsible for providing the following:

**8.1.1.** Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles and carpeting, and improvements both structural or otherwise and keeping other structural parts of the building in good repair;

**8.1.2** Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

**8.1.3** Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

**8.1.4** Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof;

**8.1.5** Elevator equipment and the maintenance thereof;

**8.1.6** Thermostatic control for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Leased Premises.

**8.1.7** Repair or removal of major landscape elements.

**8.2.** All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner which maintains any and all security of the Leased Premises.

**SECTION 9. TENANT'S DUTY OF CARE AND MAINTENANCE:**

9.1 Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall be at the sole discretion of Landlord.

9.2 Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable City Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

**SECTION 10. LANDLORD OBLIGATIONS:** Landlord shall furnish the following items at its sole cost and expense:

10.1 Electric

10.2 Gas

10.3 Water/Sewer

10.4 Janitorial services

10.5 Trash removal

10.6 Pest Control

10.7 Light bulbs

10.8 Landscaping and lawn mowing

10.9 Snow removal

10.10 Cost of installation and monthly telephone service for seven (7) phones

10.11 Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.

**SECTION 11. TENANT OBLIGATIONS:**

11.1 There are no tenant obligations.

**SECTION 12. COMPLIANCE WITH APPLICABLE LAWS:** Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Iowa Civil Rights Act, (Chapter 216), as well as the regulations adopted thereunder, with respect to the Leased Premises. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and