

## **STATE OF IOWA LEASE AGREEMENT**

**SECTION 1. PARTIES:** THIS LEASE IS EXECUTED BY and between **Woodbury County**, a political subdivision of the State of Iowa (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 Public Safety, Iowa State Patrol** (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, **1,120** Square Feet (Rentable Area or Leasable Space) of storage space located at **1600 County Home Road, Sioux City, Iowa 51101** (Leased Premises).

**SECTION 3. TERM OF LEASE:** It is understood and agreed that the Lease shall commence on July 1, 2024 and shall end June 30, 2026, both days inclusive.

**3.1** Landlord grants Tenant the first right of offer to lease the Leased Premises should Landlord offer the Leased Premises for rent during the last year of the lease term. Tenant shall have sixty (60) days after receiving written notice of intent to lease the Leased Premises within which to exercise this right.

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

**SECTION 5. ASSIGNMENT AND SUBLETTING:** Intentionally Omitted.

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

**6.1 Rental Rate.** For the lease term of July 1, 2024 through June 30, 2026, Tenant shall pay for the use and occupancy of the Premises at an annual rental sum (Rental Rate) of \$3,600.00 per year.

For the term of July 1, 2024 through June 30, 2025, rent shall be payable on June 30, 2025 in the amount of \$3,600.00.

For the term of July 1, 2025 through June 30, 2026, rent shall be payable on June 30, 2026 in the amount of \$3,600.00.

**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 maintaining the following if such systems are in place at the time of the Lease:

**8.1.1.** Maintenance of the roof, structural parts of the floors, walls, windows, all interior and exterior components of the building, including but not limited to 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** Heating equipment and ventilating lines and fixtures; and the maintenance thereof;

**8.1.5** 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 not be unreasonably withheld.

**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 County 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** Trash removal

**10.5** Light bulbs

**10.6** Snow and ice removal

**10.7** Lawn care/Landscaping

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

**SECTION 11. TENANT OBLIGATIONS:** Tenant shall obtain the following items at its sole cost and expense:

**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 addition, Landlord shall 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.

**SECTION 13. INSURANCE:**

**13.1** Both parties recognize that Woodbury County is self-insured and subject to the provisions of Iowa Code Chapter 670 and, Article VII, Section 1, of the Constitution of The State of Iowa.

**13.2** Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669 and, Article VII, Section 1, of the Constitution of The State of Iowa.

**SECTION 14. LANDLORD'S RIGHT OF ACCESS:** Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

**14.1. Confidentiality:** Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal laws may impose civil and criminal penalties for the disclosure and redissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord must take reasonable steps to make sure that its employees and any contractors do not copy, remove, disclose, or redisseminate confidential information maintained by Tenant. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

**SECTION 15. SIGNS:** Intentionally Omitted.

**SECTION 16. POSSESSION:** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

**16.1** The term of this Lease shall commence on the first day that Tenant is entitled to possession of the Leased Premises, or on the 1<sup>st</sup> day of July, 2024, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this

Lease. If commencement of the Lease term does not begin within the time specified in this Lease, the delay will disrupt the delivery of services by Tenant to the public.

**16.2 Surrender of Leased Premises at End of the Term.** Tenant agrees that upon the termination of the Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Landlord and Tenant may conduct a walk-through of the Leased Premises prior to the lease expiration to review the condition of the Leased Premises. Tenant may at the expiration of the term of the Lease, or renewal or renewals thereof, remove any Tenant fixtures or equipment. Tenant shall be responsible for repairing any damages caused by said removal.

**SECTION 17. TENANT IMPROVEMENTS:** Landlord shall improve the Leased Premises as follows:

**17.1** There are no tenant improvements.

**SECTION 18. PARKING:** Landlord shall provide and maintain for Tenant one (1) unassigned parking space at no additional costs for the sole exclusive use of Tenant.

**SECTION 19. DAMAGE TO LEASED PREMISES:**

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired within said sixty (60) day time period.

**SECTION 20. EMINENT DOMAIN:**

**20.1** In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.

**20.2** Nothing in this agreement shall preclude the Tenant to assert a claim for the value of leasehold improvements and equipment or for moving and related expenses in the event of an Eminent Domain proceeding or condemnation.

**SECTION 21. TERMINATION OF LEASE:**

**21.1 For Cause by Tenant.** In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

**21.1.1** Immediately terminate the Lease without additional written notice; or,

**21.1.2** Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

**21.2 For Cause by Landlord.** In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:

**21.2.1** Immediately cancel or forfeit this Lease without additional written notice; or,

**21.2.2** Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Landlord may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

**21.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

**21.3.1.** If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,

**21.3.2.** If there is a discontinuance or material alteration of the program for which funds were provided.

In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions as the original lease.

**21.4 Remedy for Non-Appropriation Termination.** In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non-appropriation, Tenant shall have no further liability.

**21.5 Termination for Convenience.** Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Lease without penalty by giving sixty (60) days written notice to the other party.

## **SECTION 22. HAZARDOUS WASTE:**

**22.1 Definitions.** For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

**22.1.1** Environmental Law shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

**22.1.2** Hazardous Substances shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

**22.2 Tenant's Duties.** Tenant hereby agrees that:

**22.2.1** Limitation of Activity. No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

**22.2.2** Limitation of Storage. The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be

responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

**22.2.3** No portion of the Leased Premises will be used as a landfill or a dump.

**22.2.4** Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

**22.3 Inspections by Landlord.** Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

**22.4 Clean-up Costs.** If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

**22.5 Notification Regarding Environmental Law Issues.** During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

**22.5.1** Any Hazardous Substance on the Leased Premises;

**22.5.2** The imposition of any lien on the Leased Premises; or

**22.5.3** Any alleged violation of or responsibility under any Environmental Law.

**22.6 Limitation of Liability.** Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and



against the same.. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

**SECTION 23. MISCELLANEOUS:**

**23.1 Amendments.** This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

**23.2 Third Party Beneficiaries.** There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

**23.3 Choice of Law and Forum.** The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Sioux City, Iowa, in Woodbury County District Court for the State of Iowa. If however, jurisdiction is not proper in the Woodbury County District Court, the action shall only be brought in the United States District Court for the Northern District of Iowa, Western Division, provided that jurisdiction is proper in that forum.

**23.4 Assignment and Delegation.** This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

**23.5 Integration.** This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

**23.6 Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

**23.7 Not a Joint Venture.** Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

**23.8 Obligations Beyond Agreement Term.** This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

**23.9 Use of Third Parties.** Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of

all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

**23.10 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

**23.11 Approvals.** Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

**23.12 Severability.** If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

**23.13 Notices.** Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: Woodbury County, Iowa

Attn. Chairperson, Woodbury County Board of Supervisors  
620 Douglas Street  
Sioux City, Iowa 51101

If to Tenant: Iowa Department of Administrative Services

Statewide Space Management and Leasing Bureau  
109 SE 13<sup>th</sup> Street  
Des Moines, Iowa 50319

If to Tenant: Iowa Department of Public Safety

Iowa State Patrol  
215 E. 7<sup>th</sup> Street  
Des Moines, Iowa 50319-0102

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

**23.14 Cumulative Rights.** The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

**23.15 Time is of the Essence.** Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

**SECTION 24. EXHIBITS:**

**24.1** There are no exhibits.

*(Remainder of this page intentionally left blank)*

**SECTION 25. DOCUMENT EXECUTION:**

This Lease may be executed in multiple originals, which, when taken together form a complete Lease, and each party to the Lease shall possess one of the fully executed Leases.

**SECTION 26. SIGNATURES:**

**LANDLORD:**

Woodbury County, Iowa

By: 

Date: 5-21-24

Printed name: Matthew Uge

Title: Chairperson, Woodbury County Board of Supervisors

**ATTEST:**

By: 

Date: 5-21-24

Printed Name: Patrick Gill

Title: Auditor

**TENANT:**

State of Iowa – Iowa Department of Administrative Services on behalf of and for the benefit of Iowa Department of Public Safety, Iowa State Patrol

By: Charlee Cross  
Digitally signed by Charlee Cross  
Date: 2024.05.28 12:35:35 -05'00'

Date: 5/28/2024

Printed name: Charlee Cross

Title: COO, General Services Enterprise

Approved as to content and form:  
Iowa Department of Public Safety

By: 

Date: 5-22-24

Printed name: STEPHAN BATEN

Title: Commissioner