

Blue Mountain Translator District

Special Meeting Meeting at 10:00
Baker City Hall, Room 204
1655 1st Street
Baker City, OR 97814

Board of Directors Special Meeting November 19, 2018

1. Call to Order and Roll Call Vote - 1:00
2. Declaration of Conflict of Interest - 1:00
3. Old Business
 - a. KOLU Construction - 10:00
 - b. Site Lease and Sublease Agreements - 10:00
4. Adjournment - 1:00

Union County

LEASE AGREEMENT

This lease agreement (Agreement) dated _____ by and between the lessor, Union County, ("County"), whose address is 1106 K Avenue, La Grande, Oregon, and lessee, Blue Mountain Translator District, (BMTD), whose address is P.O. Box 901, La Grande, OR 97850.

SECTION I. PREMISES

The County agrees to lease to BMTD 187 square feet of general office space located on the third floor of the Joseph Building, 1004 4th Street, La Grande, Oregon.

SECTION II. PAYMENTS

BMTD shall pay to the County monthly installments in the amount of \$248.71 per month, which comes out to \$1.33 per square foot. Lease payments shall be made to the County at 1106 K Avenue, La Grande, Oregon payable in advance of the first day of each month. For any payment that is not paid within 10 days after its due date, lessee shall pay a late fee of \$100.00.

SECTION III. TERM

The term of this lease shall be for a period of 12 months beginning December 1, 2018 and terminating November 30, 2019. This lease may be terminated or renegotiated by either party giving sixty (60) days written notice.

SECTION IV. SERVICES AND UTILITIES

The County agrees to provide as part of the lease the following : electricity, water, sewer, garbage, heat, and air conditioning.

BMTD shall be responsible for janitorial services and supplies for the area under lease by BMTD. BMTD shall also be responsible for their own telephone and Internet service.

SECTION V. DAMAGE BY FIRE OR OTHER CASUALTY

If fire or other casualty destroys the said premises, this lease shall immediately terminate. In case of partial destruction, so as to render the premises uninhabitable, as determined by BMTD, BMTD may terminate the lease by giving written notice to

County within fifteen (15) days thereafter: if so terminated no rent shall accrue to the County after such partial destruction or damage; and if not so terminated, the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

SECTION VI. ALTERATIONS

BMTD shall make no improvements or alterations on the premises of any kind without first obtaining The County's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with all applicable federal, state and local laws and building codes. BMTD, if required by the County, shall before the expiration of this lease, restore the premises to the same condition as that existing at the time of entering into this lease. Reasonable and ordinary wear and tear excepted. However, if the County requires restoration, the County shall give written notice to BMTD ninety (90) days before the termination of the lease.

SECTION VII. NONDISCRIMINATION

The County agrees not to discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodation, and activities provided thereby.

SECTION VIII. MAINTENANCE OF PREMISES

The County shall, unless herein specified to the contrary, maintain the premises in good repair and in habitable condition, during the continuance of this lease, except in case of damage arising from the act or the negligence of BMTD or BMTD employees. For the purpose of so maintaining the premises, the County reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereof.

SECTION IX. INSURANCE

BMTD shall obtain and keep in effect during the term of this lease, commercial general liability insurance in the sum of not less than \$2,000,000 per person, \$4,000,000 aggregate. In addition, BMTD shall carry insurance covering their property on the County premises. BMTD shall provide appropriate evidence to County as proof that adequate insurance is in force prior to occupancy.

SECTION X. ASSIGNMENT AND SUBLEASE

No part of the premises may be assigned, mortgaged or subleased nor may any right of use of any portion of the property be conferred to any third party by any other means, without the prior written consent of the County. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying in a subsequent instance.

SECTION XI. REMEDIES ON DEFAULT.

- (a) BMTD shall be in default of this lease if BMTD fails to fulfill any lease obligation or term by which BMTD is bound. Subject to any governing provision of law to the contrary, if BMTD fails to cure any financial obligations within 10 days (or any other obligation within 30 days) after written notice of such default is provided by landlord to tenant, landlord may take possession of the premises without further notice (to the extent permitted by law) and without prejudicing landlords right to damages. In the alternative, landlord may elect to cure any default and the cost of such action shall be added to tenant's financial obligations under this lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by landlord by reason of tenant's defaults. All sums of money or charges required to be paid by tenant under this lease shall be additional rent, whether or not such sums or charges are designated as "Additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. If the property is abandoned by BMTD in connection with a default, termination shall be automatic and without notice.
- (b) Damages Without Termination. If the lease is not terminated by election of County or otherwise, County shall be entitled to recover damages from BMTD for the default.
- (c) Re-entry After Termination. If the lease is terminated for any reason, BMTD's liability to County for damages shall survive such termination, and BMTD shall vacate the property immediately and remove any of its property, clean up the premises and deliver the keys to the County, or the County may re-enter and take possession of the premises and remove any persons or property by legal action, or by self-help with the use of reasonable force, and without liability for damage.
- (d) Reletting. Following re-entry or abandonment, County may relet the premises and in that connection, may make any suitable alterations or refurbish the premises and relet the premises for any term it sees fit.
- (e) Damages. In the event of termination on default, lessor shall be entitled to recover immediately, without waiting until the date of any future rent or until the date fixed for expiration of the lease term, the following amounts and damages:

- (1) The reasonable costs of re-entry and reletting, including, without limitation, the cost of any clean up, refurbishing, removal of BMTD's property and fixtures, or other expense occasioned by lessee's failure to quit the premises upon termination and leave them in the required condition.
- (2) The loss of reasonable rental value from the date of default until a new lessee has been or with the exercise of reasonable efforts could have been secured.

(f) Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to lessor under applicable law.

SECTION XII. WAIVER

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 any other provision.

SECTION XIII. ATTORNEYS' FEE

If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney's fees.

SECTION XIV. NOTICES

Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States Mail as certified mail, addressed as follows:

TO LESSOR: Union County Administrative Office
1106 K Avenue
La Grande, OR 97850

TO LESSEE: Blue Mountain Translator District
P.O. Box 901
La Grande, OR 97850

SECTION XV. GOVERNING LAW

This lease shall be construed in accordance with the laws of the State of Oregon.

SECTION XVI. ENTIRE AGREEMENT/AMENDMENT

This lease agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this lease. This lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SECTION XVII. SEVERABILITY

If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this lease is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

DATED this _____ day of _____, 20__

UNION COUNTY

Blue Mountain Translator District

Shelley Burgess
Administrative Officer

President

Secretary/Treasurer

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is made effective as of the date set forth at the end of this document, by and between **BLUE MOUNTAIN TRANSLATOR DISTRICT** (the "Tenant") and **UNITED WAY OF EASTERN OREGON** (the "Subtenant"). Tenant previously entered into a Lease agreement with **UNION COUNTY** dated December 1st, 2018 (the "Master Lease"), a copy of which is attached to this Sublease Agreement as an exhibit. The Tenant wishes to now sublet the leased property to the Subtenant and the Subtenant wishes to sublet the leased property from the Tenant. The parties agree to the following Sublease arrangement:

I. **PREMISES.** Tenant, in consideration of the sublease payments described in this Agreement, sublets to Subtenant a property which is described as follows:

187 square feet of general office space
located on the third floor of the Joseph Building, 1004 4th Street, La Grande, Oregon.

The premises is located at the following address:

II. **TERM AND POSSESSION.** The term of this Sublease will begin on December 1st, 2018 at 12:01 A.M. and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Master Lease. Subtenant's tenancy will terminate on November 30th, 2019 at 11:59 P.M., unless Landlord and Subtenant agree to sign another written agreement prior to the end of the tenancy providing for an additional tenancy term. Subtenant is not responsible for finding a replacement upon the termination of his or her tenancy.

III. **SUBLEASE PAYMENTS.** Subtenant shall pay to Tenant sublease payments of \$124.35 (one hundred twenty-four point thirty-five dollars) each month.

The rent shall be payable in advance on the 1st (first) of each month. No holidays, special events, or weekends shall excuse Subtenant's obligation to pay timely Rent.

Subtenant may be required to pay prorated rent from the beginning of this Sublease to the first full payment period. If Subtenant must pay prorated rent, Subtenant shall pay any prorated amount due at the execution of this Sublease.

Sublease payments shall be made to Tenant at the following address:

PO Box 901
La Grande, OR 97850

This address may be changed from time to time. Subtenant will be informed in writing prior to the due date of that period's Sublease payment if the payment location has changed.

IV. NOTICES. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

PO Box 901
La Grande, OR 97850

SUBTENANT:

PO Box 862
La Grande OR 97850

LANDLORD:

1106 K Avenue
La Grande OR 97850

Such address may be changed at will by any party. A party changing their address will provide written notice to the other interested parties as described above.

V. GOVERNING LAW. This Sublease shall be construed in accordance with the laws of Oregon.

VI. DISPUTE RESOLUTION. If a disagreement arises during the Sublease period, the following actions shall take place:

-- If there is a dispute between any of the interested Parties and the Parties are unable to come to an agreement through friendly negotiations amongst the Parties, all involved Parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

-- It is agreed that the costs involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to come to a resolution.

-- Both parties agree that they shall allow the mediator 30 (thirty) days from the first meeting to reach a compromise before going to court.

-- If the parties are unable to come to an agreement with the assistance of the mediator in 30 (thirty) days, they each reserve the right to bring legal action in a court of law or before an arbitrator.

-- The decision of a court or arbitrator shall be legally binding upon all parties involved.

VII. LANDLORD'S CONSENT. The Master Lease requires the prior written consent of the Landlord to any subletting of the Premises. Such consent has been obtained and a copy is attached as an exhibit.

VIII. LEAD-BASED PAINT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also

receive a federally approved pamphlet on lead poisoning prevention.

IX. SEVERABILITY. If there is a conflict between any provision of this Sublease and the State of Oregon (the "Act") the Act will prevail and such provisions of the Sublease Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease Agreement.

If there is a conflict between any provision of this Sublease and any form of Sublease prescribed by the Act, that prescribed form will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the prescribed form are incorporated into this Sublease.

In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable, and all other provisions, will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

X. SUBLETTING. The Subtenant will not assign, transfer, or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Tenant and the Landlord.

XI. INCORPORATION OF MASTER LEASE. This Sublease is subject to all of the terms of the Master Lease with the same force and effect as if each provision of the Master Lease were included in this Sublease, except as otherwise provided in this Sublease.

SIGNATURES

TENANT:

Sign: _____ Date: _____

Print: _____

SUBTENANT:

Sign: _____ Date: _____

Print: _____

LANDLORD:

Sign: _____ Date: _____

Print: _____