

# Contract Review Sheet

Lease Agreement

**HE-5344-23 - Am1**

Title: Lease Agreement for 5200 10th Street NE, Salem, OR

Contractor's Name: Paul Bryant c/o SMI Property Management

Department: Business Services Department

Contact: Vanessa Keck

Analyst: Kathleen George

Phone #: (503) 566-3910

Term - Date From: April 25, 2023

Expires: March 31, 2027

Original Contract Amount: \$ 76,114.80

Previous Amendments Amount: \_\_\_\_\_

Current Amendment: \$ 155,449.32

New Contract Total: \$ 231,564.12

Amd% 204%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

Description of Services or Grant Award

Lease Agreement for 5200 10th Street NE, Salem, OR for Health & Human Services respite housing.

Amendment 1 to Amend and Restate extends the term of the lease to March 31, 2027 and adds additional funds in the amount of \$155,449.32 to the contract value to carry through to the end of the full allowable term of March 31, 2029.

Desired BOC Session Date: 4/2/2025

Contract should be in DocuSign by: 3/12/2025

Agenda Planning Date: 3/20/2025

Printed packets due in Finance: 3/18/2025

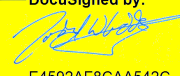
Management Update: 3/18/2025

BOC upload / Board Session email: 3/19/2025

BOC Session Presenter(s) Tamra Goettsch & Terry Stoner

Code: Y

## REQUIRED APPROVALS

DocuSigned by:  
  
 E4592AE8CAA542C  
 Finance - Contracts  
 Date: 3/4/2025

DocuSigned by:  
  
 5E8DBDD1952441E  
 Contract Specialist  
 Date: 3/10/2025

Signed by:  
  
 60C98A6F708240B  
 Legal Counsel  
 Date: 3/5/2025

DocuSigned by:  
  
 DC16351248DE4EC  
 Chief Administrative Officer  
 Date: 3/5/2025



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 2, 2025

Department: Business Services

Title: Lease Agreement for 5200 10th Street NE, Salem, OR for Respite Housing

Management Update/Work Session Date: March 18, 2025 Audio/Visual aids [ ]

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action: Consider approval of the Amend & Restate Lease Agreement with Paul Bryant for the continuation of the Lease Agreement for Health & Human Services respite housing located at 5200 10th Street NE, Salem, OR 97303, and add additional funds in the amount of \$155,449.32 to the contract value to carry through to the end of the full allowable term of March 31, 2029.

Issue, Description & Background: The original Lease Agreement was executed on April 25, 2023 with an expiration date of April 10, 2025. The original lease has an option to extend the lease for 2 additional 2 year periods with a 2% rent escalator for each year. This Amend & Restate extends the term of the lease for the first of the 2 options to extend for a new expiration date of March 31, 2027.

Financial Impacts: With \$155,449.32 in additional funds for rent payments through March 31, 2029, the Lease Agreement total will be approximately \$231,564.12.

Impacts to Department & External Agencies: N/A

List of attachments: BOC Agenda Form, CRS, Amend & Restate, and Original Lease Agreement

Presenter: Tamra Goettsch & Terry Stoner

Department Head Signature: Signed by: Tamra Goettsch

**MARION COUNTY  
AMENDMENT 1 to LEASE AGREEMENT # HE-5344-23  
AMEND AND RESTATE**

This lease agreement is made and entered into between, Paul Bryant, hereinafter referred to as "Landlord," and Marion County, a political subdivision of the State of Oregon, hereinafter referred to as "Tenant."

**RECITALS**

**WHEREAS**, the Parties entered into a Lease Agreement, dated as of April 25, 2023, between Paul Bryant for Marion County Health & Human Services to provide short-term respite for consumers and to conduct County services;

**WHEREAS**, the Parties desire to amend and restate the Original Agreement in its entirety, together with all Amendments; and

**NOW, THEREFORE**, the parties hereto, in consideration of the rents, covenants, and agreements, hereinafter reserved and contained on the part of the Tenant to be observed and performed, Landlord demises and leases to Tenant and Tenant rents from Landlord those certain premises hereinafter described:

**1. Basic Lease Terms.**

**(a) Lease Premises:**

Two (2) bedroom, two (2) bathroom house with studio located at 5200 10<sup>th</sup> Avenue NE, Salem, Oregon.

**(b) Lease Term:**

The term of this Lease shall be for a period of April 25, 2023 through March 31, 2027.

**(c) Option to Extend:**

Tenant shall have and is hereby given the option to extend this lease for one (1) additional two (2) year period. Tenant shall provide Landlord with not less than ninety (90) days' notice prior to the termination date if Tenant desires to exercise this option to extend.

**(d) Rent:**

Rent shall be paid monthly in advance, on or about the first day of each month payable to Landlord. The rent payment shall be prorated for any partial month of actual occupancy. During the term of this lease and any extension or renewal period, Tenant shall pay to Landlord as rent the following amounts:

- i) Base Rent. The sum of \$2,895.00 per month
- ii) Pets. Pets are accepted with an additional \$500.00 security deposit and \$35.00 monthly pet rent.
- iii) Landscaping. The sum of \$100.00 per month.

(e) **Deposit:**

The security deposit requirement is \$2,200.00.

(f) **Proration of Rent:**

In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

(g) **Rent Escalation:**

April 1, 2024-March 31, 2025 \$2,952.90 per month  
April 1, 2025-March 31, 2026 \$3,011.96 per month  
April 1, 2026-March 31, 2027 \$3,072.20 per month  
April 1, 2027-March 31, 2028 \$3,133.64 per month  
April 1, 2028-March 31, 2029 \$3,196.31 per month

After the initial term, Landlord may request a rent increase. The rent increase shall be no more than the percentage change in the Consumer Price Index West Region. Landlord and Tennant shall amend the Lease before rent increases take effect.

(h) **Inspection and Other Entries:**

Landlord shall have the right to inspect the Premises at any reasonable time with prior notification and with a Marion County escort proficient in HIPAA regulations and compliance to determine the necessity of repair and for any other purpose. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Landlord shall have the right to enter upon the Premises at any time with prior notification and with an escort to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser. Landlord shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

Landlord, Tenant, Marion County Risk Management and Facilities must complete a building evaluation and inspection before Tenant takes possession of the premises and at time of renewal.

(i) **Parking:**

Tenant shall have access to the parking stalls adjacent to the Leased Premises on a first-come first-serve basis. Additionally, Landlord shall provide Tenant, it's customers and employees, parking in common with the other tenants, their customers, and employees of the complex. Any change in the common area parking shall be within Landlord's sole and absolute discretion.

(j) **Smoke Detector:**

Tenant is responsible for changing the battery in the smoke detector(s). Tenant will be charged a fee of \$250 if Tenant tampers with the smoke detector(s).

**2. Use of Premises:**

The Premises shall be used by Marion County Health and Human Services to provide short-term respite for consumers and to conduct County services. Tenant shall at all times keep and maintain the Premises in a good state of repair, order, and condition, as that existing at the commencement of the term, reasonable wear and tear from ordinary use thereof and damage by fire or the elements alone excepted. Tenant shall prohibit smoking of any kind within the confines of the building structure, and shall not make unlawful, improper, or offensive use of leased premises.

**3. Restrictions of Use.**

In connection with the use of the Premises, Tenant shall:

- (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises. Tenant, at Tenant's own expense, shall correct any noncompliance under this section which is created by reason of Tenant's specific use of the property or by Tenant's other actions or failure to act which result in the failure to comply. However, Tenant shall not be required to make any structural changes to the Premises which are necessary for compliance, unless the changes are required as a result of Tenant's specific use of the Premises.
- (b) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, unless Tenant pays the additional cost of the insurance.
- (c) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.
- (d) Refrain from making any marks on or attaching any sign, insignia, advertisements, notices, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises which would be visible from any public street without the written consent of Landlord.
- (e) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant 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 2. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant 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. Upon the expiration or termination of this lease, Tenant 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.

**4. Real Property Taxes:**

Landlord shall be responsible for the payment of the real property taxes. Tenant's payments under this lease have already been reduced to reflect the actual savings of the annual real property tax. Tenant will

apply for exemption from ad valorem property taxes for the leased premise under ORS 307.112. If the Tenant should not receive the tax exemption, then Tenant shall pay pro-rata share of the real property taxes. Tenant will file the application for such exemption in a timely manner, as prescribed by ORS 307.112.

**5. Maintenance and Repairs:**

**(a) Landlord at its own expense shall be responsible for the following:**

- i. Maintenance of the heating and cooling system on a regular schedule.
- ii. Maintenance and upgrade the heating ventilation and air conditioning (HVAC) system to the standards specified by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) and Environmental Protection Agency guidelines.
- iii. Exterior lighting fixtures for walkways and parking, complete interior and exterior painting, repairs and maintenance of the roof and gutters, foundation, exterior walls, bearing walls, and structural members of the building premises including the utility lines up to the fixtures.
- iv. Repair of sidewalks, curbs, and parking lots.
- v. Repair and maintenance of exterior doors, plumbing, water, sewer, gas, and electrical throughout the leased Premises, unless any damage is caused by Tenant or Tenant's clients.
- vi. Maintaining, testing, and arranging for inspection of fire alarm(s) and fire sprinkler system(s). Maintaining records of testing, maintenance, and inspection. Records should be kept readily accessible.
- vii. At the commencement of the Lease, the Landlord shall deliver the Premises and its systems in good working condition and state of repair.
- viii. Landlord to resolve reported repair emergencies within 24 hours.

**(b) Tenant shall be responsible for the following:**

- i. Keeping all areas of the Premises clean, sanitary, and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in proper manner.
- ii. Tenant shall not store flammable or hazardous materials, except as described in Section 3.(e).
- iii. Tenant will not store personal property in a manner or in amounts which: increase the risk of fire; impedes proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the unit or danger for client or neighbors living on the Premises.
- iv. If damage is caused by Tenant or Tenant's clients, repair of interior walls, ceilings, doors and windows and related hardware, light fixtures, smoke detectors and switches from the point of entry of the Premises. Tenant will be responsible only for repairs not covered by property insurance.

- v. Tenant must pay for any and all expense due to damage to the building or furnishings, other than ordinary wear and tear, including but not limited to damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins due to the negligence of the tenant.
- vi. Tenant shall report leaky or defective faucets at once.
- vii. Tenant is responsible for replacing lightbulbs and batteries which need replacement during the tenancy.
- viii. Ordinary maintenance of the heating and air conditioning system, including bi-annual air filter replacement.
- ix. Tenant agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.

**6. Utility Services and other expenses:**

Tenant shall pay for the cost of all utilities, as well as telephone and data services.

**7. Alterations or Improvements:**

Tenant shall make no improvements or alterations to the Premises of any kind without first obtaining Landlord'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 but is not limited to, the installation of computer and telecommunications wiring, cables, and conduit. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's consent specifically provides otherwise.

**8. Early Termination:**

Tenant may terminate the lease with a minimum thirty (30) days notice to Landlord prior to expiration due to lack of appropriations should the Marion County Board of Commissioners determine that any revenue sources are reduced, changed, modified, or otherwise eliminated, thereby requiring the Tenant to curtail services and reduce staff and office space.

**9. Destruction of Premises:**

In the event leased premises are more than 40% destroyed by fire or otherwise, then this Lease shall cease and terminate as of the date of the destruction of Premises, and the Landlord shall return and repay any unearned rental to the Tenant. In the event leased premises are only partially destroyed by fire or otherwise, and such destruction shall not exceed 40% of Premises, then Landlord shall repair and restore leased premises to its former condition as soon as possible after such partial destruction. In the event leased premises are not tenantable, due to partial destruction thereof as in the paragraph provided, the Tenant shall not be required to pay the rental herein reserved during such time as Premises are not tenantable, nor shall the Tenant be required to pay rental if Premises are not tenantable during the time required by the Landlord to repair or restore leased premises to its former condition. In the event the Tenant continues to occupy such portion of leased premises as may be tenantable, in the event of the partial destruction thereof as in this paragraph provided, it shall be allowed a proportionate and equitable abatement of rent by the Landlord during such time as the Premises as a whole are not tenantable. Any repairs, alterations, maintenance work and/or construction work which may be done or made in or about

leased premises by the Landlord shall be done or made with due diligence and in such manner as will not unreasonably interfere with the use of Premises by the Tenant.

**10. Eminent Domain:**

**(a) Partial Taking.**

If a portion of the Premises is condemned and Section 10.(b). below does not apply, the lease shall continue on the following terms:

- i. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.
- ii. Landlord, at Landlord's election, may proceed as soon as reasonably possible to make repairs and alterations to the Premises that are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.
- iii. After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of rent, the amount shall be determined by an independent appraiser selected by Landlord. The cost of such appraiser shall be divided equally between Landlord and Tenant.
- iv. If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which this paragraph 10.(a) applies, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

**(b) Total Taking.**

If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the lease shall terminate as of the date the title vests in the condemning authorities. Upon termination, Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

**(c) Sale in Lieu of Condemnation.**

Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this section as a taking by condemnation.

**11. Holding Over:**

If the Tenant holds over after the term of this Lease, or any renewal thereof, with the consent of the Landlord, express or implied, the Tenant shall remain bound by all the covenants of this Lease, except that the holding over shall be construed to create a tenancy from month-to-month.



**12. Default:**

Time is of the essence and any of the following shall constitute a default:

**(a) Default in Rent:**

Failure of Tenant to pay rent within thirty (30) days after its due date;

**(b) Default in Other Covenants:**

Failure by Tenant to comply with any term or condition or fulfill any obligation of the Lease (other than payment of rent or other charges) within twenty (20) days after written notice by Landlord 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 twenty (20) day period, this provision shall be complied with if Tenant begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable;

**(c) Insolvency:**

Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. The events of default specified in this section shall apply to each individual shareholder owning a significant percentage of the stock unless within ten (10) days after an event of default occurs, the remaining individual shareholders produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease;

**(d) Abandonment:**

Failure of the Tenant, for twenty (20) days or more to occupy the Premises for one or more of the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease.

**(e) Damage to the Premises:**

As a result of Tenant's negligence, any damage caused to the Premises which cannot be remedied according to the terms provided above within a reasonable period.

**(f) Default by Landlord:**

Landlord will be in default of this Lease if Landlord fails to perform obligations within twenty (20) days after written notice from Tenant to Landlord describing the default; provided however that if the nature of Landlord's obligation is such that more than twenty (20) days are required for performance, then Landlord shall not be in default if Landlord commences performance within the twenty (20) day period and thereafter diligently prosecutes the same to completion.

**13. Remedies on Default:**

**(a) Termination:**

In the event of default, the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action.

**(b) Reletting:**

Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in this lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

**(c) Collection Agency Fee:**

If Tenant defaults in the terms of this agreement and financial damages result, Landlord may assign its interest in said debt to a collection agency. The collection fee charged shall be added to any amount owed Landlord by Tenant per ORS 697.115.

**(d) Tenant's Remedies:**

If the Landlord violates or defaults in the performance of any Landlord's obligations within this Lease Agreement, and such violation is not cured within the time allowed under Section 12 above, within twenty (20) days after written notice from Tenant, Tenant may terminate this Lease by giving notice to the Landlord, or Tenant may perform any such repairs and deduct the costs thereof from the monthly rent next falling due; provided, if such disrepair has the effect that Tenant cannot reasonably use the Premises in the manner set forth in Section 2, then the monthly rent shall be abated until the Premises can be reasonably operated for such use. Notwithstanding the preceding, Landlord shall use best efforts to avoid materially or unreasonably affecting or interrupting Tenant's use of the Premises.

**14. Surrender at Expiration:**

**(a) Condition of Premises:**

Upon the expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in good condition and broom clean including removal of all rubbish and debris, clean walls, clean carpets, clean bathroom items, clean plumbing fixtures and window coverings. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Tenant's obligations under this section shall be subordinate to the provisions relating to destruction.

**(b) Fixtures:**

- i. All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord

may do so and charge the cost to Tenant with interest at the rate of 10% from the date of expenditure.

- ii. Prior to expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain Tenant's property. If Tenant fails to do so, this shall be an abandonment of the property, and the Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may remove a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the rate of 10% on all such expenses from the date of expenditure by Landlord.

**(c) Holding Over.**

If the Tenant holds over after the term of this Lease, or any renewal thereof, with the consent of the Landlord, express or implied, the Tenant shall remain bound by all the covenants of this Lease, except that the holding over shall be construed to create a tenancy from month-to-month.

**15. Succession:**

Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16. Civil Rights, Rehabilitation Act, and Americans with Disabilities Act:**

Landlord agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and shall be responsible for implementing any necessary modifications to the facility. Landlord agrees to comply with the Civil Rights Act of 1964 and 1991, and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4 which states in part, "No qualified person shall on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance."

**17. Liens:**

Except with respect to activities, for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If, following ten (10) days prior written notice from Landlord, Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

**18. Insurance and Indemnification:**

- (a) The Landlord shall at the Landlord's expense maintain at all times fire insurance on the leased premises and comprehensive general liability insurance, with property damage and bodily injury coverage.
- (b) Tenant pursuant to applicable provisions of ORS 30.260 to 30.300, shall maintain a self-insurance program. Tenant will meet the requirements for maintaining comprehensive general liability coverage

during the term of the lease and any renewals thereof through its self-insurance program and provide Landlord a self-insurance letter upon request.

(c) **Indemnification:**

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, tenant covenants and agrees that they will at all times indemnify and save Landlord harmless from and against any claims or demands or causes of action of whatsoever kind or character for damages to persons or property or otherwise and any and all liability arising out of the use or misuse of the Premises by Tenant, their agents, servants, employees, invitees or clients while the Premises are in the custody of the Tenant. Tenant shall not indemnify or hold harmless Landlord from or against any claims, demands, or causes of action arising out of Landlord's negligence, recklessness, or willful misconduct

Landlord shall indemnify, defend and hold harmless, the Tenant from any claims, loss, liability cost, or expense arising out of or related to any activity of employees, officers, or agents of the Landlord on the leased premises, condition of the leased premises caused or contributed to by the employees, officers or agents of the Landlord.

(d) Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Tenant agrees to indemnify, defend and hold harmless the Landlord, and its officers, agents and employees against any and all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of Tenant, and Tenant's officers, agents and employees, under this lease agreement.

Landlord and Tenant mutually release each other from liability and waive the right of recovery against each other, their agents, employees, and invitees for any loss in or about the leased premises from perils insured against under the all-hazards fire insurance contract including any extended coverage, whether due to negligence or any other cause.

**19. Assignment or Subletting:**

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. This provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall prevent this provision from applying to a subsequent instance. Landlord may withhold or condition such consent in its sole and arbitrary discretion.

**20. Access/Security:**

Landlord shall provide the information on how the building security and access systems are controlled and monitored. Tenant shall have the right to install additional security to the premises as it deems necessary and at Tenant's cost.

**21. Subrogation:**

Waiver of Subrogation Rights: Neither Landlord nor Tenant shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the contents thereof when such loss is caused by any of the perils which are or could be covered 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 either Landlord or Tenant or by any of their representative agents, servants, employees or clients. It is the intention and agreement of Landlord and Tenant that the rentals reserved by this Lease have been fixed in contemplation that each party shall fully provide each party's own insurance protection at such party's own expense, and that each party shall look to such party's respective insurance carriers for reimbursement of any such loss, and further, that the insurance carrier involved shall not be entitled to subrogation under any circumstances against any party to this Lease. Neither Landlord nor Tenant 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 insured.

**22. Notices:**

Any notice required in accordance with any of the provisions herein shall be given in writing by personal delivery, electronic mail or by first class mail to the addresses set forth below. Both parties shall notify the other immediately if their notice information changes.

**To Landlord:**

Paul Bryant  
C/O SMI Property Management  
3625 River Road N, Suite 125  
Keizer, Oregon 97303,  
Phone: (503) 585-6176  
E-Mail: smathews@smiproperty.com

**To Tenant:**

Robert George, Clinical Supervisor  
Marion County Health & Human Services  
3160 Center Street  
Salem, OR 97301  
Phone: (503) 585-4949  
E-Mail: rgeorge@co.marion.or.us

**Property Manager:**

SMI Property Management  
smathews@smiproperty.com

**Lease Administrator:**

Vanessa Keck  
MCBS-Contracts@co.marion.or.us

**23. Health Insurance Portability and Accountability Act:**

Landlord and Tenant are "covered entities" and/or "business associates" for the purposes of the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, Title II, Subtitle F, Administrative Simplification. The parties agree to take such action as is necessary to amend this Agreement from time to time as needed for compliance with the requirements of the Security and Privacy Rules and other provisions of the HIPAA.

**24. Counterparts:**

The parties may execute this agreement in two or more counterparts, each of which shall be deemed an original.

**25. Governing Law and Venue:**

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the Tenant shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the Tenant according to law.

**26. Entire Agreement:**




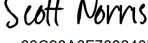
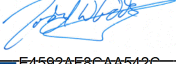
This Agreement, embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof,

including, without limitation, the original Lease Agreement, which original Lease Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

**27. Signatures**

The undersigned certifies under penalty of perjury both individually and on behalf of Landlord is a duly authorized representative of Landlord, has been authorized by Landlord to make all representations, attestations, and certifications contained in this Lease and to execute this Lease on behalf of Landlord.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Chair		Date
Commissioner		Date
Commissioner		Date
Authorized Signature:	Signed by:  <small>E4B545951879444...</small>	3/4/2025
	Business Services Director or designee	Date
Authorized Signature:	DocuSigned by:  <small>7D28A787658F458...</small>	3/4/2025
	HHS Administrator or designee	Date
Authorized Signature:	DocuSigned by:  <small>DC16351248DE4EC...</small>	3/5/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	Signed by:  <small>60G98A6F708240B...</small>	3/5/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	DocuSigned by:  <small>E4592AF8CAA542C...</small>	3/4/2025
	Marion County Contracts & Procurement	Date

**SMI PROPERTY MANAGEMENT SIGNATURE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## LEASE AGREEMENT

THIS AGREEMENT is entered this <sup>25</sup>\_\_\_\_\_th day of April, 2023, between Paul Bryant, thereafter referred to as "Landlord", and MARION COUNTY, a political subdivision of the State of Oregon, by and through the Health Department, hereinafter referred to as "Tenant."

### WITNESSETH:

The parties hereto, in consideration of the rents, covenants and agreements, hereinafter reserved and contained on the part of the Tenant to be observed and performed, Landlord demises and leases to Tenant and Tenant rents from Landlord those certain premises hereinafter described.

### BASIC LEASE TERMS AND EXHIBITS:

1. **Lease Premises:** Two bedroom, two bath house with studio, located at 5200 10<sup>th</sup> Avenue NE, Salem Oregon.  
  
Tenant and its invitees shall also have the non-exclusive right to use sidewalks, entryways, driveways, passageways, parking areas and other common areas serving the improvements in which the Premises are located.
2. **Lease Term:** The term of this Lease shall be for two (2) years, to commence upon completion and continue through April 10, 2025.
  - a. Early Termination. Tenant may terminate the lease with a minimum 30 days' notice to Landlord prior to expiration due to lack of appropriations should the Marion County Board of Commissioners determines that any revenue sources are reduced, changed, modified, or otherwise eliminated, thereby requiring the Tenant to curtail services and reduce staff and office space.
3. **Option to Extend.** Tenant/Landlord shall have and is hereby given the option to extend this lease for two (2) additional two (2) year periods. Tenant shall provide Landlord with not less than ninety (90) days' notice prior to the termination date if Tenant desires to exercise this option to extend.
4. **Rent Escalator:** 2% for the second year and each year after.
5. **Possession.** Tenants right to possession and obligations under the lease shall commence on the date it has been signed by all parties.
6. **Safety Inspection:** A Safety Inspection is to be completed by Landlord, Tenant and Marion County Risk Management before Tenant takes possession of the Premises and at time of renewal.
7. **Rent.** Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord. During the term of this lease and any extension or renewal period, tenant shall pay to Landlord as rent the following amounts:

- a. Base Rent. The sum of \$2895.00.00 per month.
  - b. Pets. Pets are accepted with an additional \$500.00 security deposit and \$35.00 monthly pet rent.
  - c. Landscaping. The sum of \$100.00 per month.
8. **Deposit.** The security deposit requirement is \$2,200.00.
9. **Condition of Premises and Permitted Uses.** The Premises shall be used Marion County Health Department to provide short term respite for clients and to conduct County services. Tenant will at all times keep and maintain the Premises in a good state of repair, order and condition, as that existing at the commencement of the term, reasonable wear and tear from ordinary use thereof and damage by fire or the elements alone excepted. County shall prohibit smoking of any kind within the confines of the building structure.
10. **Restrictions of Use.** In connection with the use of the Premises, Tenant shall:
- a. Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of the Premises. Tenant, at Tenant's own expense, shall correct any noncompliance under this section which is created by reason of Tenant's specific use of the property or by Tenant's other actions or failure to act which result in the failure to comply. However, Tenant shall not be required to make any structural changes to the Premises which are necessary for compliance, unless the changes are required as a result of Tenant's specific use of the Premises.
  - b. Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, unless Tenant pays the additional cost of the insurance.
  - c. Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.
  - d. Refrain from making any marks on or attaching any sign, insignia, advertisements, notices, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises which would be visible from any public street without the written consent of Landlord.
  - e. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant 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. Upon the expiration or termination



of this lease, Tenant 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.

**11. Maintenance and Repairs:**

- a. Landlord at its own expense shall be the responsible party for the following:
  - (1) Maintenance of the heating and cooling system on a regular schedule.
  - (2) Maintenance and upgrade of the heating, ventilation and air conditioning (HVAC) system to the standards specified by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) and Environmental Protection Agency guidelines.
  - (3) Exterior lighting fixtures for walkways and parking, complete interior and exterior painting, repairs and maintenance of the roof and gutters, foundation, exterior walls, bearing walls, structural members of the building premises including the utility lines up to the fixtures.
  - (4) Repair of sidewalks, curbs, and parking lots.
  - (5) Repair and maintenance of exterior doors, plumbing, water, sewer, gas and electrical throughout the leased Premises, unless any damage is caused by Tenant or Tenant's clients.
  - (6) Maintaining, testing and arranging for inspection of fire alarm(s) and fire sprinkler systems(s). Maintaining records of testing, maintenance, and inspections. Records must be readily accessible.
  - (7) At the commencement of the Lease, the Landlord shall deliver the Premises and its systems in good working condition and state of repair.
  - (8) Landlord to resolve reported repair emergencies within 24 hours.
- b. The following shall be the responsibility of Tenant:
  - (1) Keep all areas of the Premises clean, sanitary, and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in proper manner.
  - (2) Tenant shall not store flammable or hazardous materials, except as described in Section 10.e.

- (3) Tenant will not store personal property in a manner or in amounts which: increase the risk of fire; impedes proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the unit or danger for client or neighbors living on the Premises.
- (4) Tenant is responsible for all damages to furnishings or Premises caused by Tenant's negligence, or beyond normal wear and tear. Damage from any type of smoke caused by tenant negligence shall not be considered normal wear and tear.
- (5) Tenant shall report leaky or defective faucets at once.
- (6) Tenant must pay for any and all expense due to damage to the building or furnishings, other than ordinary wear and tear, including but not limited: to damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins due to the negligence of the Tenant.
- (7) Tenant is responsible for replacing lightbulbs and batteries which need replacement during the tenancy.
- (8) Tenant agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.

**12. Americans With Disabilities Act (ADA).**

- a. Compliance. Tenant shall be responsible for compliance with the ADA for all issues that arise with respect to Tenant's trade fixtures, equipment and freestanding space dividers and any other fixtures or equipment installed or used on the Premises by Tenant. Landlord shall be responsible for compliance with the ADA with respect to all issues that arise due to structural features of the Premises, to include ramps and other ADA access to the building interior and restroom compliance. With respect to each party's area of responsibility, each party shall take all steps necessary to comply with the ADA, shall pay all costs of compliance, promptly when due, and shall pay all penalties, fines, judgments, including attorney fees and court costs, levied or assessed because of a failure to comply with the ADA.
- b. Termination. In the event Landlord is required to make changes in the lease space to comply with the ADA at a cost exceeding \$30,000.00, Landlord and Tenant shall have the right, upon giving the other party 60 day's prior notice, to terminate this lease. If either party opts to terminate the lease, all rights and obligations of the parties shall cease as of date of termination. If Landlord does not elect to terminate the lease, Landlord shall proceed to make such alterations as are necessary to comply with the ADA. Rent shall be abated during the period of such alterations to the extent the work interferes with Tenant's occupancy.

**13. Inspections and Other Entries.** Landlord shall have the right to inspect the Premises at any reasonable time or times with prior notification and with a Marion County escort proficient

in HIPAA regulations and compliance to determine the necessity of repair and for any other purpose. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required. Landlord shall have the right to enter upon the Premises at any time with prior notification and with an escort to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

14. **Alterations or Improvements.** Tenant shall make no improvements or alterations to the Premises of any kind without first obtaining Landlord'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 but is not limited to, the installation of computer and telecommunications wiring, cables, and conduit. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's consent specifically provides otherwise.
15. **Fire Insurance.** Landlord shall at the Landlord's expense maintain at all times property insurance and general liability insurance covering the Premises. Tenant pursuant to applicable provisions of ORS 30.260 to 30.300, shall maintain a self-insurance program, which provides property damage and personal injury coverage. Tenant will meet the requirements for maintaining comprehensive general liability coverage during the term of the lease and any renewals thereof through its self-insurance program and provide Landlord a self-insurance letter upon request.

Both parties agree to waive any and all recovery rights against the other or against the officers, agents and employees for any loss or damage from any cause covered by any property insurance required to be carried under this agreement or any other insurance coverage carried by the parties. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

16. **Taxes.** Tenant will apply for exemption from ad valorem property taxes for the leased premise under ORS 307.112 and will file claim for such exemption in a timely manner, as prescribed by ORS 307.112.
17. **Damage or Destruction.** If the Premises are destroyed or damaged to the extent of 40% of the Premises, Landlord may elect to terminate the lease as of the date of the damage or destruction by notice given to Tenant in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If less than 40% of the Premises are

damaged or destroyed or Landlord elects not to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**18. Eminent Domain.**

- a. Partial Taking. If a portion of the Premises is condemned and paragraph 18.b. below does not apply, the lease shall continue the following terms:
  1. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.
  2. Landlord, at Landlord's election, may proceed as soon as reasonably possible to make repairs and alterations to the Premises that are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.
  3. After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of rent, the amount shall be determined by an independent appraiser selected by Landlord. The cost of such appraiser shall be divided equally between Landlord and Tenant.
  4. If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which this paragraph 18.a. applies, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.
- b. Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the lease shall terminate as of the date the title vests in the condemning authorities. Upon termination, Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.
- c. Sale in Lieu of Condemnation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this section as a taking by condemnation.

- 19. Liens.** Except with respect to activities, for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the

Premises and shall keep the Premises free from any liens. If, following 10 days prior written notice from Landlord, Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

20. **Indemnification.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Tenant agrees to indemnify, defend, and hold harmless the Landlord against any and all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of Tenant, and Tenant's officers, agents and employees, under this lease agreement.

During the term of the lease the Landlord shall defend, indemnify, and hold Tenant harmless against any claim of liability of loss from personal injury or property damage caused by the negligence or willful misconduct of the Landlord, its employees or agents except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Tenant, its employees or agents.

21. **Assignment or Subletting.** No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. This provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall prevent this provision from applying to a subsequent instance. Landlord may withhold or condition such consent in its sole and arbitrary discretion.

22. **Default.** The following shall be events of default:

- a. Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after it is due;
- b. Default in Other Covenants. Failure of Tenant 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 Landlord 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 Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable;
- c. Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. The events of default specified in this section shall apply to each individual shareholder owning a significant

percentage of the stock unless within 10 days after an event of default occurs, the remaining individual shareholders produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease;

- d. Abandonment. Failure of Tenant for 20 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused by other provisions of this lease; or
- e. Damage to the Premises. As a result of Tenant's negligence, any damage caused to the Premises which cannot be remedied according to the terms provided above within a reasonable period.
- f. Default by Landlord. Landlord will be in default of this Lease if Landlord fails to perform obligations within twenty (20) days after written notice from Tenant to Landlord describing the default; provided however that if the nature of Landlord's obligation is such that more than twenty (20) days are required for performance, then Landlord shall not be in default if Landlord commences performance within the twenty (20) day period and thereafter diligently prosecutes the same to completion.

**23. Remedies on Default.** The following shall be remedies in the event of default:

- a. Termination. In the event of default, the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action.
- b. Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in this lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.
- c. Collection Agency Fee. If Tenant defaults in the terms of this agreement and financial damages result, Landlord may assign its interest in said debt to a collection agency. The collection fee charged shall be added to any amount owed Landlord by Tenant per ORS 697.115.
- d. Tenant's Remedies. If the Landlord shall violate or default in the performance of any Landlord's obligations within this Lease Agreement, and such violation is not cured within the time allowed under Section 22, the Tenant may terminate this Lease by giving notice to the Landlord and recover damages and costs incurred by Tenant. If Landlord

fails to commence repairs of the Premises as required in Section 11. a. above within twenty (20) days after written notice from Tenant, Tenant may terminate this Lease by giving notice to the Landlord, or Tenant may perform any such repairs and deduct the costs thereof from the monthly rent next falling due; provided, if such disrepair has the effect that Tenant cannot reasonably use the Premises in the manner set forth in Section 8, then the monthly rent shall be abated until the Premises can be reasonably operated for such use. Notwithstanding the preceding, Landlord shall use best efforts to avoid materially or unreasonably affecting or interrupting Tenant's use of the Premises.

**24. Surrender at Expiration.**

- a. Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in good condition and broom clean including removal of all rubbish and debris, clean walls, clean carpets, clean bathroom items, clean plumbing fixtures and window coverings. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Tenant's obligations under this section shall be subordinate to the provisions relating to destruction.
- b. Fixtures
  - (1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the rate of 10% from the date of expenditure.
  - (2) Prior to expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain Tenant's property. If Tenant fails to do so, this shall be an abandonment of the property, and the Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may affect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the rate of 10% on all such expenses from the date of expenditure by Landlord.
- c. Holding Over. If the Tenant holds over after the term of this Lease, or any renewal thereof, with the consent of the Landlord, express or implied, the Tenant shall remain bound by all the covenants of this Lease, except that the holding over shall be construed to create a tenancy from month-to-month.

**25. Miscellaneous.**

- a. 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.
- b. Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address as may be specified below or as may be changed from time to time by either of the parties in writing.

LANDLORD: Paul Bryant  
c/o SMI Property Management  
3625 River Road N. Suite 125  
Keizer, Oregon 97303  
Phone: (503) 585-6176  
Email: information@smiproperty.com

TENANT: MARION COUNTY  
Attn.: Terry Stoner  
PO Box 14500  
Salem, OR 97309  
Phone: (503) 576-7164  
Email: tstoner@co.marion.or.us

- c. Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- d. Recordation. This lease shall not be recorded without the written consent of Landlord.
- e. Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.
- f. Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.
- g. Parking. Tenant shall have access to the parking stalls adjacent to the Leased Premises on a first-come first-serve basis. Additionally, Landlord shall provide Tenant, its customers and employees, parking in common with the other tenants, their customers, and employees of the complex. Any change in the common area parking shall be within Landlord's sole and absolute discretion.



- h. Real Estate Taxes. The base rent stipulated in paragraph 5 above has been adjusted to reflect any exemption from real property taxation under ORS 307.112 because Tenant is qualified for an exemption under ORS 307.130.
- i. Health Insurance Portability and Accountability Act (HIPAA). Landlord and Tenant are "covered entities" and/or "business associates" for the purposes of the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended. The parties agree to take such action as is necessary to amend this lease from time to time as needed for compliance with the requirements of the Security and Privacy Rules and other provisions of the HIPAA.
- j. Civil Rights. Landlord agrees to comply with the Civil Rights Act of 1964 and 1991, and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4 which states in part, "No qualified person shall on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance."

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first set forth above.

LANDLORD:

Paul Bryant

DocuSigned by:  
*Sheari Matthews* 4/25/2023  
A229E0648874450  
Property Manager Date

TENANT:

MARION COUNTY

DocuSigned by:  
*Ryan Matthews* 4/19/2023  
7D28A787656F458  
*Ryan Matthews*, Administrator Date  
*Anne-Marie Bandfield* 4/20/2023  
1D632ECC090246E  
Anne-Marie Bandfield, Program Manager Date

**MARION COUNTY SIGNATURE**

DocuSigned by:  
*Tamra Goettsch* 4/19/2023  
E4D545951870444...  
Authorized Signature: Department Director or designee Date

DocuSigned by:  
*Jan Fritz* 4/24/2023  
DC16351248DE4EC...  
Authorized Signature: Chief Administrative Officer Date

DocuSigned by:  
*Scott Norris* 4/24/2023  
60C98A6F708240B...  
Reviewed by Signature: Marion County Legal Counsel Date

DocuSigned by:  
*Camber Schlag* 4/19/2023  
C5B2F9DF257F444...  
Reviewed by Signature: Marion County Contracts & Procurement Date