

REVIEWED

LEGAL COUNSEL

## LEASE

THIS LEASE AGREEMENT ("Lease") is made as of the date of the last signature affixed hereto ("Effective Date") by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **Dr. Anne Onishi and Maureen McCaffrey**, hereinafter referred to as ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

Lessor hereby leases to Lessee and Lessee leases from Lessor the "Premises" described as follows:

+/- 121 square feet of office space known as Room 118 on the first floor of the Mike Maier Services Building located at 1130 NW Harriman Street, Bend, Oregon 97701 as shown in Exhibit A;

1. Occupancy. The parties agree that the terms of this Lease are as follows:
  - a. Term. The effective date of this Lease shall be October 1, 2023, or the date on which each party has signed this Lease, whichever is later, and shall continue until June 30, 2024. This Lease is contingent on a Deschutes County Services Contract, currently known as Deschutes County Document No. 2022-781 and amended by Deschutes County Document No. 2023-395 (Services Contract).
  - b. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with sixty (60) days written notice, given to the other Party.
  - c. Automatic Renewal. If the Lessee is not then in default and the Lease has not been terminated in accordance hereof, this Lease shall automatically renew ("Auto Renewal") for additional two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Auto Renewal terms will be memorialized by a letter signed by the Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.
  - d. Possession. During the Lease term, Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of Lessor.
2. Rent. Lessee is using Premises for zero cost for the medical examiner services as provided by the Services Contract as referenced in Section 1.a.
3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee's primary business of medical examiner services for Deschutes County proper. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or

mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance.

4. Parking. Lessee, its employees, and clientele shall have a nonexclusive right to access and utilize vehicle parking spaces in County parking lots. Lessee's employees will be required to adhere to the County Parking Policy and Regulations, which County in its sole discretion may amend from time to time.
5. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
  - a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
  - b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
  - c. Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
  - d. Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
  - e. Be responsible for removing any liens placed on said property as a result of Lessee's use of leased premises.
  - f. Comply with Lessor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available from Lessor upon request.
6. Lessee's Obligations. The following shall be the responsibility of the Lessee:
  - a. Lessee shall not be required to make structural repairs that would place the Premises in a better condition than at the commencement of this lease. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own expense. Lessee may be required to remove such items at the end of the Lease term.
  - b. Any repairs necessitated by the negligence of Lessee, its agents, employees or invitees.
  - c. Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above.

7. Maintenance and Repair of Premises.

- a. Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall maintain the premises in a hazard free condition and shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Code enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.
- b. Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and invoice Lessor for reimbursement.
- c. Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

8. Utilities and Services.

- a. Lessor shall provide adequate heat, electricity, water, air conditioning, trash removal service, and sewage disposal service for the Premises.
- b. Lessor shall provide telephone, Internet and janitorial services for the Premises.
- c. In coordination with the Lessor, Lessee shall apply for property tax exemption status with the Deschutes County Assessor's Office. If the Lessee is denied tax exemption, Lessor agrees to pay property taxes and assessments applicable to the Premises which are due and payable during the term of this Lease or any extension hereof.
- d. Security equipment (cameras, recording devices, wiring, and like instruments), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to the placement and/or attachment of such equipment to the internal or external portions of the Premises or common areas, Lessee shall notify Lessor and obtain Lessors consent.

9. Liens.

- a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and

shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

- b. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

10. Insurance:

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.
- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- c. Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- d. Lessee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as an additional insured. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease. Lessee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this Lease.
  - i) Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, the Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of this continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the end of the lease agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Lessee elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Lessee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Lessee shall maintain "tail" coverage for the

maximum time period that “tail” coverage is reasonably available in the marketplace.

Claims Made Policy (completed by County Risk Management)

Approved  Not Approved

- e. Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.
  - f. Waiver of Subrogation: Neither Party shall be liable to the other (or to the other’s successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party’s insurance provider/company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver or 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 its best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.
11. Indemnification: Lessor and Lessee shall each be responsible for the negligent and willful acts of their officials, officers, agents, employees, clients, volunteers, and invitees. Lessor’s liability exposure is restricted by the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act.
12. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor’s estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee’s rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.
13. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the leased premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this lease shall be construed as to relieve Lessee of Lessee’s affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this lease. Upon Lessor’s written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee’s obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.

14. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
15. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).
16. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor: Deschutes County Property Management  
Attn: Property Manager  
14 NW Kearney Avenue  
Bend, Oregon 97701  
Phone: 541-385-1414  
Kristie.Bollinger@deschutes.org

Or, mail to:  
Deschutes County Property Management  
Attn: Property Manager  
P.O. Box 6005  
Bend, OR 97708

Lessee: Deschutes County Medical Examiner  
Attn: La'Nette Mason  
PO Box 6005  
Bend, Oregon 97708  
Phone: 541-728-1735  
Email: [medical.examiner@deschutes.org](mailto:medical.examiner@deschutes.org)

17. Assignment. Lessee shall not assign or sub-rent the premises without the prior written consent of the Lessor.
18. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.

19. Authority. The signatories to this Agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Agreement.

20. MERGER.

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be effective for all purposes as of the Effective Date.

**LESSOR:**

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2023      BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

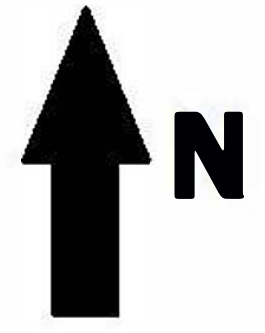
[SIGNATURE PAGE FOLLOWS]



**LESSEE:**

Dated this 09 of OCTOBER, 2023

  
LA'NETTE MASON, Chief Medicolegal  
Death Investigator



# MMSB 1st Floor

Veterans

Shared

Munchkin  
Manor

Mary's  
Place

ME Storage

118  
Medical  
Examiner

117

114

111

6

115

113

110

109

108

107

106

105

105b

104

103

102

12

120

**Exhibit A**  
Floor Plan