

REVIEWED

LEGAL COUNSEL

REVOCABLE LICENSE

This REVOCABLE LICENSE ("License") is made as of the last signature affixed hereto ("Effective Date") by and between **DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Licensor")**, and **CENTRAL OREGON VET CENTER ("Licensee")**. Licensor and Licensee are referred to herein as "Party" or "Parties".

Licensor hereby grants to Licensee, a non-exclusive Revocable License ("License") to allow for use of a portion of the property located at 244 NW Kingwood Avenue, Redmond, Oregon 97756 ("Property") and further described as follows:

Room 139 consisting of approximately Eighty-eight (88) square feet ("Premises") as shown in Exhibit A, attached hereto and incorporated herein, together with necessary ingress and egress for such space.

Licensee shall be entitled to the use of common areas, such as reception, staff break room, conference room(s), restrooms, and parking.

Licensee shall have an active Memorandum of Understanding ("MOU") or similar Contract with Deschutes County Health Services, Behavioral Health Division, outlining the coordination and responsibilities between the parties, currently known as Deschutes County Document No. 2025-479. Failure to maintain a current MOU or similar Contract may be grounds for default as outlined in Section 16.

If any changes to the Premises occur, the License and Exhibit A will be amended to memorialize such changes.

1. Occupancy. The Parties agree that the terms of this License are as follows:
 - a. Term. The effective date of this License shall commence as of the last signature affixed hereto ("Commencement Date") through June 30, 2027 ("Initial Term"). Licensor and Licensee each reserve the right to terminate this License prior to its expiration with Thirty (30) days written notice given to the other party, as required in Section 17.
 - b. Option to Renew. If the Licensee is not then in default, as further described and provided in Section 16, and the License has not been terminated in accordance hereof, this License the Parties shall have the Option to Renew ("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 Renewal terms will be memorialized by a letter signed by both Parties, the Licensor (Deschutes County Property Manager or County Administrator) and Licensee.
2. Rent. In recognition of the public benefit rendered by Licensee's activities, this License is provided for zero cost during the initial and subsequent terms.

3. Use of Premises. The Premises shall be used by Licensee to provide individual and couples counseling through in-person and telehealth sessions ("Program"). Licensee shall operate the Program and shall provide and be solely responsible for all necessary materials and supplies for Program operations pursuant to the provisions of the MOU.
 - a. Licensee will meet with clients every Thursday, from 8:00 am through 5:00 pm.
 - b. Licensee will request all facility related needs for Premises through Deschutes County Behavioral Health Administrative Contact ("Administrative Contact"). Deschutes County Behavioral Health will establish and communicate a procedure for said requests.
 - c. Licensee, its principals or agents shall not use Premises to operate a business other than that specified in this License and shall not use the Premises address as the business or mailing address for any other business than that specified in this License without obtaining the Licensor's written consent in advance.
4. Parking. Licensee, its employees, and clientele shall have a nonexclusive right to access and utilize unassigned public vehicle parking spaces in Licensor's parking lots on the Premises. Licensee'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, Licensee shall:
 - a. Conform to all applicable laws and regulations affecting the Premises and correct at Licensee's own expense any failure of compliance created through Licensee's fault or by reason of Licensee's use of the Premises. Licensee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Licensee's specific use.
 - b. Refrain from any use which would be reasonably offensive to the Licensor, other licensees, tenants, or owners or users of adjoining premises or unoccupied portions of the premises, 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 Licensor covered by and used in connection with this License.
 - e. Be responsible for removing any liens placed on said Property as a result of Licensee's use of Licensed Premises.
 - f. Comply with Licensor'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 Licensor upon request (copies of referenced policies were provided to Licensee prior to execution of this License).
 - g. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under

the Premises. Licensee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 3. Licensee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Licensee's reasonably anticipated needs. Licensee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the License, Licensee shall remove all Hazardous Substances from the Premises. Environmental Law(s) 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. Hazardous Substance(s) 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.

- h. Hazardous Substances – Indemnification. Licensee will indemnify, defend, and hold Licensors and Licensors' elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on, under, or about the Premises to the extent resulting from the activities of Licensee or its principals, employees, agents, clients and invitees. Licensee's indemnification obligations provided in this Section 5(h) will survive the expiration or termination of this License.

6. Alterations.

a. Licensee acknowledges that the Licensors are not required to make any improvements, modifications, or renovations to the Premises, and that Licensee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Licensors warrant that it has no knowledge of any defect which would impact the safe use of the Premises.

b. Licensee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Licensors' written consent, which shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

c. Licensee may place nonintrusive fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Licensee may be required to remove such items at the end of the License term as determined by the Licensors.

d. ADA Compliance. Licensors and Licensee agree and acknowledge that the provisions of the Americans with Disabilities Act of 1990 ("ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this License. Licensors and Licensee agree that the responsibility for compliance with the ADA will

be allocated exclusively to the Licensee for the Premises, but not for the Property. Licensee will be responsible for compliance with the ADA with respect to all improvements on or in the Premises and the provisions of Title III of the ADA with respect to Licensee's proportionate share of any parking areas, sidewalks, and any walkways. Licenser will have no obligation to supervise, monitor, or otherwise review the compliance activities of Licensee, nor shall Licensee have any obligation to supervise, monitor or review compliance activities of Licenser or any other Licensee of space in the Property.

7. Licensee's Obligations. The following shall be the responsibility of the Licensee:

- a. Licensee shall notify Licenser in writing in advance of any changes in personnel having access to the Premises, including without limitation suspension, termination or resignation. Subject to security policies, practices and procedures, Licensee shall have access to and through Licenser's security access system and shall be responsible for retrieving access keys or badges from Licensee's personnel who are no longer Licensee's authorized employees or representatives on the Premises, and shall return such items to the Administrative Contact, as defined in Section 17. Licenser reserves the right to prevent and/or limit access to the Premises and Property for employees and clientele of Licensee for any reason pertaining to the safety and security of the Property, and for the safety and security of persons working in or seeking treatment in/on the Property.
- b. Licensee is solely responsible for all work associated with moving Licensee's personal property into, out of, and within the Premises. Such moving shall be coordinated with and approved by Licenser to ensure such activities are not disruptive of other users within the Property.
- c. After the execution of the License, if applicable, Licensee shall apply within fifteen (15) days for a property tax exemption status based on Licensee's government or nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property and Premises, Licensee shall pay its pro-rata share of property taxes, before delinquency, all assessments and special assessments and levies against the portion of the Property during the term of this License or any extension hereof.
- d. Licensee agrees to pay all taxes assessed against and levied upon Licensee owned alterations and utility installations, trade fixtures, furnishing, equipment and all personal property of Licensee contained in the Premises.
- e. On the prior written approval of Licenser, which shall not be unreasonably withheld, conditioned, or delayed, Licensee may install signage on the front door to the Premises, at Licensee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.

8. Repairs, Maintenance and Replacement.

- a. Licenser's Obligations. The following shall be the responsibility of the Licenser. Licenser will repair, maintain in hazard free condition, and replace the following, as needed, on the Premises and Property.

- i. Structure, foundation, exterior walls, roof, gutters, doors and windows, elevators, emergency lighting, flooring, and Licensors-provided fire extinguishers, fire systems; and
 - ii. Sidewalks, curbs, driveways, parking area, and maintaining the grounds and landscaping which are located on or serve the Premises and Property, and outside areas used in common by Licensee and Licensor or tenants of other portions of the same Property; and
 - iii. Interior and exterior paint, heating, air conditioning, plumbing, electrical, and lighting systems including ceiling fixture light bulbs in the Premises and Property and outside areas used in common by Licensee and Licensor or tenants of other portions of the same Property; and
 - iv. Should Licensor fail to maintain the Premises and Property in accordance with above requirements, and after at least fourteen (14) days prior written notification to Licensor, Licensee may contract for necessary labor equipment and material to bring Premises and Property within those requirements and may submit for reimbursement.
- b. Licensee's Obligations. Licensee shall maintain Premises in good working order. Licensee will timely notify its Administrative Contact and maintain the following as needed.
 - i. Licensee shall have the right to use Licensor owned fixtures and furniture existing within the Premises at upon commencement of the Term of this License. Such furniture and fixtures shall be maintained in good condition and shall remain on Premises upon expiration of this License. Damage by Licensee to fixtures and furniture that are the property of Licensor must be repaired or replaced to the same or better condition as determined by and at the sole discretion of Licensor.
 - ii. Licensee shall be responsible for any repairs necessitated by the negligence of Licensee, its principals, agents, employees, clients, volunteers and invitees, regardless of any other provision in this License.
 - iii. Any repairs or alterations required under Licensee's obligation as set forth in "Restrictions on Use" above must comply with all laws and regulations.
- c. Licensor's Interference with Licensee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Licensor shall not cause unreasonable interference with use of the Premises by the Licensee.
 - i. Licensee shall have no right to an abatement of other associated charges nor any claim against Licensor for any reasonable inconvenience or disturbance resulting from Licensor's activities performed in conformance with this provision.
- d. Inspection of Premises. Upon Licensee's request for maintenance, Licensor will make every effort to access the Premises to minimally disturb Licensee's operation to

determine the necessity of repair or maintenance of Premises or a portion of the Property or replacement of such. In the case of an emergency, Licensors shall access the Premises as needed.

9. Utilities and Services.

- a. Licensors shall provide adequate heat, electricity, water, air conditioning, snow removal, trash removal service, and sewage disposal service for the Premises and janitorial services for the Premises and common areas of the Property.
- b. Licensee is solely responsible for any janitorial services for biological hazardous waste disposal and emergency cleanup resulting directly from Licensees use of Premises.
- c. Licensee shall be responsible for providing all communication services and amenities necessary.
- d. Licensors shall provide access to a wireless guest network ("Network") on the Premises to facilitate convenient connectivity for authorized Licensees. By utilizing the Network, Licensee agrees to adhere to all applicable federal, state, and local laws, as well as County policies concerning Network usage. Access to the Network is a privilege subject to revocation by the Licensors at its discretion for misuse or violation of guidelines. Licensors disclaims any liability for data security, service interruptions, or any issues arising from the use of the Network and strongly recommends that Licensee takes appropriate cybersecurity measures.
- e. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Licensee. Prior to installing such equipment to the Premises, Licensee shall request permission in writing to Licensors and Licensors agrees not to unreasonably withhold.
 - i. If Licensee opts to install any security equipment, this License will require an amendment to amend the specifics.

10. Liens.

- a. Except with respect to activities for which the Licensors is responsible, the Licensee shall pay as due, and as may be applicable, all claims for work done on and for services rendered or material furnished to the licensed premises and shall keep the Property free from any liens. If any real property taxes, assessments, and special assessments become assessed and due for the Premises during the Term, Licensee shall also pay as due a prorated amount based only on the use of the Premises area. If Licensee fails to pay any such claims or to discharge any lien, Licensors may do so and collect the cost from Licensee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Licensors and shall be payable on demand. Such action by Licensors shall not constitute a waiver of any right or remedy which Licensors may have on account of Licensee's default.
- b. Licensee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Licensors's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Licensee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Licensors cash

or a sufficient corporate surety bond or other surety satisfactory to Licensor 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.

11. Insurance.

- a. It is expressly understood that Licensor shall not be responsible for carrying insurance on any personal property owned by Licensee.
- b. Licensee will be required to carry fire and casualty insurance on Licensee's personal property on the Premises. 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.
- c. Licensee shall provide to Licensor proof of workers' compensation insurance, upon request.
- d. Licensor 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.
- e. Licensee 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 Licensor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this License. Licensee 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 agreement.
 - i. **Claims Made Policies/Tail Coverage:** If any of the required insurance policies is on a "claims made" basis, the Licensee 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 License, for a minimum of twenty-four (24) months following the end of the license agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Licensee 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 Licensee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Licensee 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

- f. Licensee shall furnish a current Certificate of Insurance to Licensor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Licensee shall be responsible for any deductible or self-insured retention. Licensee 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.
12. Indemnification. Licensee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Licensee on or in connection with the licensed Property; Licensee further agrees to indemnify, defend, and save harmless the Licensor, its officers, agents, employees, and volunteers (collectively, "Licensor's Agents") from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Licensor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Licensor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.
13. 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 Licensed, and if repairs cannot reasonably be made within ninety (90) days, Licensee may elect to cancel this License. Licensor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Licensee of the time required to complete the necessary repairs or reconstruction. If Licensor's estimate for repair is greater than ninety (90) days, then Licensee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this License.
14. Surrender of Licensed Premises. Upon abandonment, termination, revocation or cancellation of this License or the surrender of occupancy of any portion of or structure on the Licensed premises, the Licensee shall surrender the real Property or portion thereof to Licensor in the same condition as the real Property was on the date of possession, fair wear and tear excepted, except, that nothing in this License shall be construed as to relieve Licensee of Licensee'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 Licensee or occurred during the term of this License. Upon Licensor's written approval, Licensee may leave site improvements authorized by any land use or building permit. Licensee's obligation to observe and perform this covenant shall survive the expiration or the termination of the License.
15. Nonwaiver. Waiver by either party of strict performance of any provision of this License 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.
16. Default. Neither party shall be in default under this License until written notice of its unperformed obligation has been given and that obligation remains unperformed after thirty (30) days notice. 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 License 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.

17. 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:

Licensors: Deschutes County Property Management
14 NW Kearney Avenue
Bend, Oregon 97701

Mail to: P.O. Box 6005
Bend, OR 97708

Kristie Bollinger, Property Manager
Phone: 541-385-1414
Email: Kristie.Bollinger@deschutes.org

Administrative Contact:
Deschutes County Health Services
2100 NE Wyatt Ct.
Bend, OR 97701

Arielle Samuel
Phone: 541-322-7531
Email: Arielle.Samuel@deschutes.org

Licensee: Central Oregon Vet Center
1645 NE Forbes Rd., Suite 105
Bend, OR 97701

Melinda Johnson
Phone: 541-749-2112
Email: Melinda.Johnson6@va.gov

18. Assignment. Licensee shall not assign or sub-rent the premises without the prior written consent of the Licensors.
19. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this License or to enforce any rights or obligations arising from this License, each party will be responsible for paying its own attorney fees.
20. 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.
21. Merger.

THIS LICENSE CONSTITUTES THE ENTIRE LICENSE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE 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 LICENSE.

[SIGNATURE PAGES FOLLOW]

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

LICENSOR:

DATED this ____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

Recording Secretary

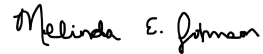
PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

LICENSEE:

DATED this 31 day of July, 2025

CENTRAL OREGON VET CENTER



Melinda Johnson, Vet Center Director

EXHIBIT A



244 Kingwood

