



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of February 25, 2015

Please see directions for completing this document on the next page.

DATE: February 2, 2015

FROM: James Lewis Property & Facilities 541-385-1414

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Document 2015-098, a Lease between Deschutes County as Lessor and MosaicMedical, as Lessee.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

MosaicMedical, an Oregon nonprofit organization, operates as a Federally-Qualified Health Center that provides physical health services to predominantly uninsured or medically underserved populations in Deschutes County. Deschutes County maintains an existing clinical facility at 1128 NW Harriman St., Bend, called the Deschutes County Downtown Clinic (DCDC) – the DCDC serves residents of Bend and surrounding areas.

Some residents in the surrounding areas do not have adequate access to certain specialty physician care, and both the County and MosaicMedical have a common interest in providing or arranging for such care and treatment for these individuals. By entering into the Lease, MosaicMedical can make specialty physician consultation, evaluation, examination, care and treatment available at the DCDC.

This lease is for rooms 112, 113, 120, 152, 153, 154 and 157, either in entirety or in part pursuant to the terms of the lease, at 1130 NW Harriman Street, Bend. Because MosaicMedical is providing a service to Deschutes County Health Services clients there is no monthly rent charge.

County policy authorizes leases to nonprofit organizations that serve the same client base as county departments or programs. MosaicMedical meets that criterion.

FISCAL IMPLICATIONS:

None.

RECOMMENDATION & ACTION REQUESTED:

Staff recommends signature of Document 2015-098.

ATTENDANCE: James Lewis

DISTRIBUTION OF DOCUMENTS:

One original to James Lewis for the lessee.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: 02/02/2015

Department: Property & Facilities

Contractor/Supplier/Consultant Name: MosaicMedical

Contractor Contact: Megan Haase/Tina Bollman **Phone #:** 541-323-4255

Type of Document: Lease

Goods and/or Services: N/A

Background & History: MosaicMedical, an Oregon nonprofit organization, operates as a Federally-Qualified Health Center that provides physical health services to predominantly uninsured or medically underserved populations in Deschutes County. Deschutes County maintains an existing clinical facility at 1128 NW Harriman St., Bend, called the Deschutes County Downtown Clinic (DCDC) – the DCDC serves residents of Bend and surrounding areas.

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Agreement Starting Date: 01/01/2015

Ending Date: 12/31/2016

Annual Value or Total Payment: No Charge

XX Insurance Certificate Received (check box)

Insurance Expiration Date: 1/2/2016

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance: Name:

Phone #:

Departmental Contact and Title: James Lewis **Phone #:** 385-1414

Department Director Approval:


Signature

2/19/15
Date

Distribution of Document:

One original to James Lewis for the Lessee

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number **2015-098**

REVIEWED

LEGAL COUNSEL

LEASE

This Lease is made by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Lessor") and MOSAICMEDICAL, an Oregon nonprofit organization, ("Lessee") – individually or together the "Party" or "Parties" respectively.

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

Rooms 112, 113, 120, 152, 153, 154 and 157, located at 1128 NW Harriman Street, Bend, OR 97701. Lessee shall, contingent on availability, be entitled to use of common areas, such as conference rooms, kitchen, and work center, subject to the terms of the Lease included herein.

The Parties agree that the terms of this Lease are as follows:

1. Term. The effective date of this Lease shall be January 1, 2015, or the date on which each Party has signed this Lease, whichever is later, and shall continue until December 31, 2016, or twenty-four (24) months. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration as specified in paragraph 21 included herein.
2. Rent. The Rent for the premises is zero dollars (\$0.00 - no charge).

The rent payable by Lessee has been established to reflect the savings below market rent resulting from the exemption from taxation.
3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee's primary business, MosaicMedical, Deschutes County Downtown Clinic (hereafter DCDC). This use includes:
 - a) Consultation, evaluation, examination care, physical health examinations and treatment of Lessee's patients ("Patient Visits").
 - b) Lessee agrees to schedule use of the meeting room(s) in advance with the Lessor's Front Desk Staff and at the Lessor's Front Desk Supervisor's or designee's discretion, and to follow requirements set forth therefore by Lessor.

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.

No part of the DCDC premises shall be used at any time by Lessee or any Lessee staff for the private practice of medicine outside the scope of any required license. The conduct or implementation of Patient Visits is not intended nor should be interpreted to be establishment of a MosaicMedical clinical practice or physician practice at the DCDC

premises. Neither Party shall advertise, market, or use other promotional efforts that include any data, pictures, or other representations of the other Party, including any object which the other Party considers a service mark, or trademark of that Party without the prior written permission of an authorized representative of the other Party.

Lessor and Lessee shall coordinate and schedule in advance Lessee's use of the Premises in such a manner that reasonably enables Lessee to conduct Patient Visits, accommodate patient needs, and use DCDC premises during reasonable business hours. Reasonable business hours will include times that County services are also in operation and will typically be between the hours of 7AM and 6PM Monday through Friday. Lessee shall be responsible for billing and collecting any fees for services related to Patient Visits.

4. **Parking.** Lessee, its employees, and clientele shall have a nonexclusive right to access and utilize vehicle parking spaces in Lessor's parking lots. Lessee's employees will be required to adhere to the Lessor's Parking Policy and Regulations, which Lessor 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, and such changes are approved in advance by Lessor.
 - b) Refrain from any activity which would make it impossible to insure the DCDC premises against casualty, would increase the insurance rates, or would prevent Lessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Lessor to obtain reduced premium rates for long-term fire insurance policies, unless Lessee pays the additional costs of the insurance.
 - c) 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.
 - d) Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
 - e) Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
 - f) Be responsible for removing any liens placed on said property as a result of Lessee's use of leased premises.
 - g) Comply with Lessor's policies regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace, incorporated by reference herein, copies of which are available on request from the Lessor.

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.
- d) To pay to County any applicable fees as specified herein for use during the term and until possession of Lessee space is redelivered to Lessor.
- e) To be responsible, to the extent provided under the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as limited by the Oregon Constitution, Article XI, Section 7, for all losses, damage, liability or expense incurred, suffered or claimed by any person whomsoever by reason of Lessee's neglect or use of DCDC premises, or of anything therein.
- f) Not to strip or overload, damage or deface DCDC premises or the fixtures therein or used therewith.
- g) Except with respect to activities for which Lessor is responsible, to pay as due all claims for work done on and for services rendered or material furnished to the space and to keep the space 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 as additional fee. Any amount so added shall bear interest at the rate of nine (9) percent per annum from the date expended by Lessor and shall be payable on demand. Such action or non-action by county shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
- h) To conform to all rules or regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules or regulations from time to time established by Lessor
- i) To perform all other obligations of Lessee, as agreed to under this Agreement.
- j) Lessor is at all times responsible for DCDC premises, Lessors equipment and Lessor's staff located at the DCDC premises, and Lessee shall be responsible for Lessee's staff and equipment. Neither Lessor nor any personnel of Lessor will for any purpose be considered employees or agents of Lessee. Neither Lessee or Lessee's staff or personnel will for any purpose be considered employees or agents of Lessor. Lessee shall not be liable to Lessor nor to any other persons for any injury to or death of persons or for loss or damage to property occurring in or on the DCDC premises from any cause whatsoever except to the extent caused by negligence or intentional misconduct of Lessee or Lessee's staff. Lessee shall be considered an independent contractor as that term is defined by ORS 670.600.

k) Each Party is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such Party's employees, personnel, and agents and is solely responsible for their supervision, direction and control, payment of salary (including the withholding of income taxes, social security and other payroll taxes, worker's compensation, insurance and disability benefits).

l) It is not a purpose of this Lease to induce the referral of patients. The Parties acknowledge and agree that there is no requirement under this Lease or any other agreement or arrangement between Lessee and Lessor that either Party refer any patient to the other Party for products or services. The Parties acknowledge and agree that no payment under this Lease is in return for the referral of patients or for the purchasing, leasing or ordering of any products or supplies. The terms and conditions of this Lease represent the result of arms-length negotiations between unaffiliated parties and no terms or payments have been determined in a manner which takes into account the volume or value or business generated or to be generated between the Parties. The Parties acknowledge and agree that the relationship and arrangement between Lessee and Lessor does not involve the counseling or promotion of a business arrangement or other activity that violates any federal, state or local law, including but not limited to state and federal anti-kickback laws and laws relating to physician self-referrals, and the activities to be performed under this Lease do not and will not exceed those that are reasonably necessary to accomplish the commercially reasonable business purposes and the legitimate educational/research purposes of this arrangement.

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 may invoice Lessor for reasonable and necessary costs associated therewith.

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.

d) All improvements, fixtures and alterations performed on DCDC premises by Lessor or Lessee shall become part of the DCDC premises when installed unless Lessors written consent specifically provides otherwise. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, furnishings and

trade fixtures shall remain the property of Lessee if placed on the DCDC premises by Lessee. If Lessor so elects, Lessee shall remove any and all fixtures which would otherwise remain the property of Lessor and shall repair at Lessee's cost any physical damage resulting from the removal.

8. Utilities, Taxes and Services.

a) Lessor shall provide adequate heat, electricity, water, air conditioning, trash removal service, sewage disposal service, and janitorial services for the Premises. Lessee shall provide its own telephone and Internet service for the Premises.

b) Unless it is an exempt entity, Lessee 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.

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.

c) Lessor will carry fire and casualty insurance only on the structure where Premises are located.

d) Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation,

termination, material change, or reduction of limits of the insurance coverage during the term of this lease.

e) Lessee shall provide to Lessor proof of workers compensation insurance.

f) Indemnification: Lessor and Lessee shall each be responsible for the negligent and wrongful acts of their officer, agents, employees 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.

11. 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.
12. 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.
13. Lessor's Right of Access. County may, at any time and without notice during Lessee's occupancy, enter either to view Lessee space or to show the same to others or to make repairs to Lessee.
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. In the event that any provision of this Agreement is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part shall be reformed, if possible, to conform to law and if reformation is not possible, that part shall be deleted, the remainder of the provisions of this Lease shall, subject to this paragraph, remain in full force and effect.
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. Renewal Option. If this Lease is not then in default, Lessee shall have the option to renew this Lease as follows:

a) The renewal term shall commence on the day following the date of termination of the preceding term and shall be for a period agreed to by the Parties.

b) This option can only be exercised by written notice to Lessor given not less than sixty (60) days prior to the expiration of the original term.

c) The terms and conditions of the Lease for each renewal term shall be the same as the preceding term, except for the renewal option and fee for use which shall be negotiated.

17. Miscellaneous.

a) Nonprofit Status. Lessee shall provide to Lessor proof of its nonprofit status. County shall be notified immediately by Lessee if Lessee's nonprofit status changes.

b) Mission. Lessee shall provide to Lessor a statement of its mission. Lessor shall be notified immediately by Lessee if Lessee's mission changes.

c) Condemnation. If all or a portion of DCDC premises is condemned or sold to a purchaser with power of eminent domain in lieu of condemnation, Lessee shall have no claim against Lessor as a result of the condemnation.

d) Interest on Fee for Use and Other Charges. Any fee for use or other payment required of Lessee by this Agreement shall, if not paid within ten (10) days after it is due, bear interest at the maximum legal rate of nine (9) percent from the due date until paid.

e) Lessee and Lessor are the only Parties to this Lease and are the only Parties entitled to enforce its terms. Nothing in this Lease gives, is intended to give, or shall be construed to give or provide any benefit or right, directly or indirectly, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Lease.

18. 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
Attn: Susan Ross
14 NW Kearney Avenue
Bend, Oregon 97701
Phone: 541-383-6713
susan.ross@deschutes.org

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

Lessee: Mosaic Medical
Attn: Megan Haase
600 SW Columbia St, Suite 6000
Bend, Oregon 97702
Phone: 541-617-5385
megan.haase@mosaicmedical.org

19. **Assignment.** Lessee shall not assign or sub-rent the premises without the prior written consent of the Lessor.
20. **Hold Harmless.** Each Party to this Lease shall be responsible for its own torts. County shall indemnify, save harmless and defend Lessee, its officers, agents and employees from and against any and all claims, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from Lessor's torts, as the term "tort" is defined in ORS 30.260(8). To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, Lessee shall indemnify, save harmless and defend Lessor, its officers, agents and employees from and against any and all claims, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from Lessee's torts, as the term "tort" is defined in ORS 30.260(8), or those arising out of or related to any activity of Lessee on the Premises or any condition of the Premises in the possession or under the control of Lessee.
21. **Termination.** This agreement shall terminate as follows:
- a) Immediately upon a reasonable determination by either Party, in consultation with legal counsel, that one of more provisions of this Lease is illegal and such illegality is not amenable to severability as provided for herein without defeating or compromising the intent of the parties; or
 - b) Thirty (30) days after receipt by either Party of a written notice of material breach, and such Party's failure to remedy such breach within such thirty (30) day period; or
 - c) Sixty (60) days after receipt by either Party of a written notice stating the other Party's intent to terminate agreement; or
 - d) Upon mutual written agreement of the Parties.
22. **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.

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

24. Governing Law and Merger.

THIS LEASE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. ANY CLAIM, ACTION, OR SUIT BETWEEN LESSOR AND LESSEE THAT ARISES OUT OF OR RELATES TO PERFORMANCE OF THIS CONTRACT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE CIRCUIT COURT FOR DESCHUTES COUNTY, OREGON. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIM, ACTION OR SUIT MAY BE BROUGHT ONLY IN A FEDERAL FORUM, IT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE UNITED STATES DISTRICT COURT OF OREGON. ENTITY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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.

25. Entire Agreement. This Lease constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations and/or agreements between the parties, whether written or oral, concerning the subject matter of this Lease which are not fully expressed herein. This Lease may not be modified or amended except by a writing signed by all parties to this Lease .

LESSOR:

Dated this _____ day of _____, 2015

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

ATTEST:

ALAN UNGER, VICE-CHAIR

Recording Secretary

TAMMY BANEY, COMMISSIONER

LESSEE:

Dated this 18 day of February, 2015

MosaicMedical

By: 

MEGAN HASE