



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 July 1, 2015

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

DATE: June 23, 2015

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

TITLE OF AGENDA ITEM:

Consideration of Board signature of document 2015-424, a Lease between Deschutes County and Rian LeBlanc for 924 SE Breitenbush Lane, Bend.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

The attached lease is for a temporary residential caretaker to occupy the single-family home at 924 SE Breitenbush Lane, Bend. This home was leased previously to private parties that operated residential care group homes for individuals participating in programs administered by Deschutes County Behavioral Health. The previous lessee and program residents vacated the residence in May 2015, and County Behavioral Health Services is currently seeking a new provider for this residence.

During the interim, until a new provider/program operator is found and a contract is secured with Behavioral Health, the home would otherwise stay vacant and be in need of upkeep – including lawn service and general oversight of the home and property. The attached lease is an “open-ended” lease for a temporary resident to live in the home at a modest rent, and to provide caretaking services for necessary upkeep. The lessee is aware that upon a new residential care provider being found by Behavioral Health, the lease would be terminated (minimum of 30 days notice).

FISCAL IMPLICATIONS:

Base rent of \$500 per month during the term of caretaking.

RECOMMENDATION & ACTION REQUESTED:

Staff recommends that the Board of County Commissioners sign Document 2015-424.

ATTENDANCE: James Lewis

DISTRIBUTION OF DOCUMENTS:

One fully signed original returned to James Lewis will come back for our permanent records and copy to tenant.

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: June 23, 2015

Department: Property & Facilities

Contractor/Supplier/Consultant Name: Rian LeBlanc

Contractor Contact: Rian LeBlanc **Contractor Phone #:** 541-280-3123

Type of Document: First Amendment to Lease

Goods and/or Services: N/A

Background & History: The attached lease is for a temporary residential caretaker to occupy the single-family home at 924 SE Breitenbush Lane, Bend. This home was leased previously to private parties that operated residential care group homes for individuals participating in programs administered by Deschutes County Behavioral Health. The previous lessee and program residents vacated the residence in May 2015, and County Behavioral Health Services is currently seeking a new provider for this residence.

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Agreement Starting Date: July 1, 2015

Ending Date: Open ended

Annual Value or Total Payment: \$500 base rent

N/A – statutory coverage

☐ Insurance Certificate Received (check box)

Insurance Expiration Date: Deschutes County Insured

N/A

Check all that apply:

☐ RFP, Solicitation or Bid Process

☐ Informal quotes (<\$150K)

☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

N/A

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 #: 541-385-1414

Department Director Approval:  _____
Signature Date

Distribution of Document: One fully signed original returned to James Lewis for our permanent records and copy to tenant.

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 **2015-424**

REVIEWED

LEGAL COUNSEL

LEASE

This Lease is made by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Lessor") and RIAN LEBLANC ("Lessee").

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

Lot 21, Block 2, KIWA MEADOWS, Deschutes County, Oregon, commonly known as 924 SE Breitenbush Lane, Bend, Oregon, 97702.

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

1. Term. The effective date of this Lease shall be July 1, 2015, or the date on which each party has signed this Lease, whichever is later, and shall continue indefinitely. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with thirty (30) days written notice, given to the other party.
2. Rent. Lessee shall pay to Lessor as base rent the sum of Five Hundred Dollars (\$500.00) per month, commencing with the date specified in Paragraph 1. Rent may be prorated for the first partial month. Rent shall be payable on the first day of each month without notice or demand at the office of the Deschutes County Property & Facilities Department, P.O Box 6005, Bend, Oregon 97708, or at such other place as may be designated in writing by Lessor.
3. Use of Premises. The Premises shall be occupied and used by Lessee for the purpose of residential caretaking until such time as the Premises is leased for another use associated with Deschutes County Health Services. Lessee, its principals or agents shall not use the Premises to operate a business and shall not use the Premises address as the business or mailing address for any business without obtaining the Lessor's written consent in advance.
4. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
 - a) Conform to all applicable laws and regulations affecting the Premises.
 - 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.

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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.

5. Lessee's Obligations. Lessee leases the Premises in its "as is" condition without any warranty or representations as to habitability for residential purposes. Lessee waives any and all claims against Lessor with respect to any issues of habitability during Lessee's occupancy of the Premises. The following shall be the responsibility of the Lessee:

a) Lessee shall pay for any repairs to the Premises that cost less than \$250.00, per occurrence.

b) 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.

c) Any repairs necessitated by the negligence of Lessee, its agents, employees or invitees, regardless of any other provision in this Lease.

d) 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.

6. Maintenance and Repair of Premises.

a) Lessor shall perform repairs to the Premises that cost \$250.00 or more per occurrence, and bear the entire cost of the repair. Necessity for repairs and maintenance is determined by Lessor.

7. 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.

8. Insurance.

a) It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.

b) Indemnification: Lessee 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 Lessee on or in connection with the leased property; and further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, and employees 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. Lessor 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, Lessor 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.

9. 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.

10. 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.

11. 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.
12. 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 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).
13. 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 & Facilities Department
Attention: Susan Ross
PO Box 6005
Bend, OR 97708
Phone: 541-383-6713

Lessee: Rian LeBlanc
P.O. Box 2505
Redmond, OR 97756
Phone: 541-280-3123
Aeleblanc79@gmail.com

14. Assignment. Lessee shall not assign or sub-rent the premises without the prior written consent of the Lessor.
15. 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.
16. 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.
17. 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.

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

More Signatures Follow

LESSEE:



RIAN LEBLANC

Dated this 23 day of JUNE, 2015