Linn County Department of Health Services

PO Box 100, Albany, OR 97321
Toll Free (800) 304-7468 | TTY/Oregon (800) 735-2900
www.co.linn.or.us/health
"Working together to promote the health and well-being of all Linn County residents"

Board Summaries for October 2, 2018

R&O 2018-311

This is a Personal Services Agreement between Linn County and Mid-Valley Behavioral Care Network. MVBCN shall disburse $2,466.09 from MVBCN's payment from WVCH for performance on the 2017 CCO Incentive Metrics referred to as follow-up after hospitalization for mental illness.

R&O 2018-327

This is an Intergovernmental Agreement between Linn County and Oregon Health and Science University for a grant for $10,000 to fund CaCoon. Linn county Public Health CaCoon program will maintain a triage system for home visiting that prioritizes the most vulnerable children and youth with special health care needs for CaCoon services.

Refund Request from Environmental Health

The applicant is requesting a refund of $900 because they have changed their mind as to how to develop their property. Environmental Health has not completed any work on this site or generated any evaluation paperwork. The policy of Environmental Health is to approve refunds if fieldwork has not been completed for a submitted application.

Administration	*Alcohol & Drug Treatment*	*Developmental Disabilities*	*Environmental Health*	*Mental Health*	*Public Health*
M(541) 967-3888	M(541) 967-3819	M(541) 967-3890	M(547) 967-3821	M(541) 967-3866	M(541) 967-3888
F(541) 924-6904	F(541) 967-7259	F(541) 924-6905	F(541) 926-2060	F(541) 928-3020	F(541) 926-2102
Tnoble@co.linn.or.us	thowell@co.linn.or.us	jsneddon@co.linn.or.us	rpartipilo@co.linn.or.us	Tthompson@co.linn.or.us	ghughes@co.linn.or.us

RESO 2018-320 P&P LEASE

STATE OF OREGON
INTERGOVERNMENTAL OFFICE SPACE LEASE AGREEMENT

7/5/18

THIS LEASE AGREEMENT, dated _____, 2018, is made by and between LINN COUNTY, a political subdivision of the State of Oregon (Lessor), and the STATE OF OREGON, acting by and through its Department of Corrections (Lessee).

Lessor hereby leases to Lessee, and Lessee takes from Lessor, the Premises described below under the following terms and conditions:

1. Premises: The "Premises" are comprised of a building consisting of **approximately 10,083 rentable square feet of office space** (the "Building") and the surrounding property on which the Building is located, commonly known as 1117 SE Jackson Street, Albany, Linn County, Oregon 97321 and shown on Exhibit A – Premises.

2. Term. The original term of this Lease shall be for ten (10) years, commencing **October 1, 2018,** or the date the Premises is delivered to and accepted by Lessee, whichever is later, and continuing through **September 30, 2028.** Notwithstanding the foregoing, the October 1, 2018 commencement date shall be adjusted if the Improvements Completion Date (as defined in Section 7(a) below) is after October 1, 2018.

3. Rent. Lessee shall pay Base Rent in advance by the 10th day of each month for the preceding month or partial month. The Base Rent for any partial month shall be prorated on a per diem basis. The monthly Base Rent shall be per the following Rent Schedule:

LEASE PERIOD*	BASE RENT**
10/01/2018 - 9/30/2019	$10,000.00
10/01/2019 - 9/30/2020	$10,200.00
10/01/2020 - 9/30/2021	$10,404.00
10/01/2021 - 9/30/2022	$10,612.08
10/01/2022 - 9/30/2023	$10,824.32
10/01/2023 - 9/30/2024	$11,040.81
10/01/2024 - 9/30/2025	$11,261.62
10/01/2025 - 9/30/2026	$11,486.86
10/01/2026 - 9/30/2027	$11,716.59
10/01/2027 - 9/30/2028	$11,950.93

*To be adjusted if the Improvements Completion Date is after October 1, 2018.

** The Base Rent set forth above in this Section 3 does not include a component for property taxes, because the Premises are exempt from property taxation due to ownership by a government entity.

4. Option to Extend. If Lessee is not in default, Lessee shall have the option to extend this Lease for one (1) five (5) year term. The extension term shall commence on the day following the expiration of the initial term. Notice exercising the extension option shall be delivered to Lessor in writing not less than one hundred twenty (120) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term cannot be agreed upon. If the natural expiration of

Server Room: the server room(s) in the Building (any such server rooms together the "Server Room") contains temperature-sensitive electronic equipment. Notwithstanding Lessor's other obligations regarding the HVAC System as set forth in this Section 11, the temperature in the Server Room shall at all times (whether during or outside of normal business hours) be maintained at a temperature between 60°F and 75°F.

(b) Lessor shall maintain a regularly scheduled maintenance and service contract for the HVAC System with an HVAC maintenance company that regularly provides such contracts to similar properties, and shall otherwise maintain and repair the HVAC System as frequently as necessary or appropriate to keep the HVAC System in first-class operating condition and providing the level of service described above.

(c) Notwithstanding Lessor's HVAC System responsibilities as set forth above in this Section 11, Lessee is responsible for maintaining and operating any HVAC equipment being utilized solely for the purposes of maintaining the Server Room and any equipment therein.

12. Services and Utilities.

(a) Lessor will cause the utilities and services listed below to be furnished to the Premises. Charges shall be paid as indicated:

Utility or Service	Monthly Charges Paid By: Lessor	Lessee
Water		X
Sewer		X
Electricity		X
Gas		X
Trash Removal		X
Janitorial Service		X
Janitorial Supplies (including recycling charges)		X
Window Washing (exterior)	X	
Window Washing (interior)		X
Snow and Ice Removal	X	
Building Security (If required)		X

(b) Should Lessor fail to provide the services and utilities set forth in Section 12(a) above, including applicable Exhibits or attachments to this Lease, and after reasonable written notification to Lessor, Lessee may contract for necessary labor, equipment and material to correct the deficiencies and shall deduct the related costs plus reasonable administrative costs from future rent payments.

13. Signage. Lessee may install signage on the Premises in keeping with all applicable laws and ordinances.

14. Access; Lessor's Entry. Lessee will have access to the Premises 24 hours per day, 7 days per week, and 52 weeks per year. Lessor may enter Premises with its passkey or other reasonable means to: assess compliance with this Lease; perform required or necessary services, maintenance, repairs, alterations, or services to the Premises; show the Premises to potential buyers; post appropriate notices; and during the last ninety (90) days of the term of this Lease, show the Premises to any potential future Lessee. Except in case of emergency, all entry to the Premises shall be at times and in a manner that does not interfere with Lessee's use of the Premises or operations thereon.

15. Lessor's Liability Insurance.

(a) Lessor shall obtain and keep in effect during the term of this Lease, a Comprehensive General Liability policy or a Commercial General Liability policy for the Premises, covering bodily injury and