

LEASE AGREEMENT

The Oregon School Boards Association (OSBA) and the League of Oregon Cities (LOC) as the Lessor, and the City of Portland, as the Tenant, hereby agree to the following terms and conditions regarding the lease of office space in the Local Government Center (LGC) at 1201 Court St. NE, Salem; Marion County, Oregon.

The Lessor leases to the Tenant 544 square feet on the first floor of the LGC. The Term shall commence on the "Commencement Date" of July 1, 2017. If the first day of the Term is a day other than the first day of a calendar month, then the Term shall be deemed extended by the number of days between the Commencement Date and the first day of the first calendar month thereafter so that the Term of the Leases shall expire at midnight at the end of a calendar month ("Expiration Date"). If mutually agreed by Landlord and Tenant, the term of the lease will automatically renew for a one year period for as many years as needed, unless either party provides 90 day written notice of termination.

The base rent shall be \$1.98 per square foot per month (equivalent to \$1,077.12 per month) and is due and payable on the first (1st) day of each month to: Local Government Center Trust, c/o OSBA, 1201 Court St., NE, Suite 400, Salem, OR 97301 (payment can be hand-delivered to the OSBA bookkeeper on the 4th floor of the LGC). The lease payment shall include cost of water, sewer, electricity, natural gas, janitorial services and supplies, garbage collection, alarm service and property damage insurance premiums for the term of the lease.

The Tenant shall have access to the "free floating" parking spaces in the LGC parking lot that are being shared by staff and members of the Oregon School Boards Association (OSBA), League of Oregon Cities (LOC) and the Association of Oregon Counties (AOC). Parking shall be subject to reasonable regulations promulgated by the Lessor.

The Tenant shall have access to the common areas in the building including but not limited to lobbies, hallways, restrooms, lunch room and first floor conference rooms. Conference rooms may be reserved no more than 30 days in advance of scheduling a meeting. Scheduling of conference rooms shall be done in accordance with the adopted policy and procedure for the scheduling of the First Floor Conference rooms.

The Tenant shall comply with such reasonable regulations that the Lessor may promulgate regarding fire safety and building security.

The Tenant shall be responsible for ordinary care of the leased premises, normal wear and tear excepted.

The Lessor shall insure the building against property damage and agrees to waive subrogation for any property damage caused by the Tenant, except for such damage as is the result of deliberate or criminal action. The Tenant shall be responsible for insurance on the Tenant's personal property. The Tenant shall waive subrogation against Lessor to the extent permitted by the Tenant's coverage.

To the extent permitted by Oregon Law and subject to the limits of the Oregon Tort Claims Act ORS 30.206 to 30.300, Tenant shall hold harmless, indemnify and defend the Lessor from any claim or suit arising out of the actions of the Tenant, its officers, employees or agents. The Lessor shall hold harmless, indemnify and defend the Tenant from any claim or suit arising out of actions of the Lessor, its officers, employees or agents.

In the event of fire or other property damage resulting in substantial interference with the Tenant's use of the leased premises or necessitating removal of the Tenant from the building, either of which is in excess of thirty (30) days, the Tenant shall have the right to terminate the Agreement as of the date of the property damage. If the Lessor elects to repair the property damage and the Tenant does not terminate this Agreement, payments hereunder shall not be owed to the Lessor for the period during which the Tenant is unable to reasonably occupy the premises for its office purposes.

The Tenant agrees not to assign or sublease its rights under this Agreement except with written consent of the Lessor, which consent shall not be unreasonably withheld.

The Lessor shall have the right to terminate the lease upon sixty (60) days' notice if lease payment is not made within sixty (60) days of the due date. The Lessor shall have the right to terminate the lease upon sixty (60) days' notice of failure to comply with the other terms of this Agreement.

Either party may terminate this Lease Agreement by giving sixty (60) days written notice to the other party.

The Tenant shall make no improvements or alterations on the leased premises without prior written consent of the Lessor.

OSBA and LOC and its agents and employees may enter the Premises at any time in the event of an emergency or, in any other event, after 24 hours prior oral notice to determine City of Portland's compliance with this Lease, to make necessary repairs, or to show the Premises to prospective lessees or purchasers. The City of Portland shall at all times provide OSBA with a key to all doors at the Premises.

Unless another manner of notice is specified or required in a section of this Lease, notices provided for in this Lease shall be effective if in writing and; (a) delivered personally to the following addressee; (b) deposited in the United States mail, postage prepaid, certified mail, return receipt requested; (d) sent by overnight or commercial courier (such as Federal Express), addressed as specified below, or to such other address or addressee as either party may specify to the other in writing from time to time during the term of the Lease.

To Lessor: Oregon School Boards Association and League of Oregon Cities
 Make Check Payable to: Local Government Center Trust
 1201 Court St., ~~SE~~, Suite 400 NE
 Salem, Oregon 97301

To Tenant: City of Portland
 Office of Management and Finance
 Facilities Services Property Management
 1120 SW Fifth Avenue, Room 1204
 Portland, Oregon 97204

With Copy to: City of Portland
Office of Government Relations
1221 SW Fourth Avenue, Room 410
Portland, Oregon 97204

This Agreement shall be subject to the laws of the State of Oregon. If any portion of this Agreement shall be ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. In the event of any claim or suit under this Agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement constitutes the entire Lease Agreement between the Lessor and the Tenant.

LESSOR

TENANT

(Signature)

(Signature)

(Name)

**BRYANT ENGE, DIRECTOR
BUREAU OF INTERNAL BUSINESS SERVICES**

(Signature)

(Date)

(Name)

APPROVED AS TO FORM

(Date)


CITY ATTORNEY