



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 23, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Lease with Immanuel Evangelical Lutheran Church, UAC,
Sandy, Oregon for the Sandy Health Clinic Parking Lot

Purpose/Outcomes	Approval of a three (3) year, three (3) month year lease amendment for the Sandy Health Clinic Parking Lot
Dollar Amount and Fiscal Impact	FY 2022-2023 is \$8,400.00 with a 3% annual increase. Total lease contract value of \$28,064.00
Funding Source	There are no General Funds used for this lease. Fees for Services Program Name: Sandy Primary Care (34%) Program Name: Sandy Behavioral Health (33%) Program Name: Sandy Dental (33%)
Duration	Lease term is for July 1, 2022, through June 30, 2023
Previous Board Action	No previous action concerning the Sandy Health Clinic Parking Lot
County Counsel Review	Approved by signature on May 19, 2022
Strategic Plan Alignment	Supports ensuring safe, healthy, and secure communities
Contact Person	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

BACKGROUND:

Clackamas County is requesting a lease with Immanuel Evangelical Lutheran Church to use an existing parking lot with seventeen (17) parking spaces located at 39901 Pleasant Street, Sandy, OR 97055, to provide additional employee, contractor and patient overflow parking at the Sandy Health Clinic. There is only seven (7) standard and one (1) disabled parking spaces on the Sandy Health Clinic property.

The Sandy Health Clinic is currently scheduled to open in early July 2022 and will provide primary care and behavioral health care treatment, dental services, coordination, consultation, crisis intervention, evaluation, skills training, as well as group therapy and peer support services.

RECOMMENDATION:

Staff recommends the Board approves and authorizes the Chair of the Board to execute this lease.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort,
Director, Finance

SANDY CLINIC PARKING SPACE LEASE AGREEMENT

This lease agreement ("Lease") is made and entered into by and between **Immanuel Evangelical Lutheran Church, UAC, Sandy, Oregon** ("Lessor") and **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon, hereinafter called ("Lessee"). This Lease is effective upon execution by both parties.

1. LEASE TERM:

Lessor does hereby let and lease to Lessee the real property described below (the "Premises") for a lease term of three (3) years and three (3) months, beginning April 1, 2022 and ending June 30, 2025 ("Initial Term"). Lessee shall have exclusive use of the Premises between the hours of 6am to 8pm, Monday through Friday.

2. PREMISES:

The Premises is comprised of seventeen (17) parking spaces located on real property commonly described as 39901 Pleasant Street, Sandy OR 97055, as detailed on the map attached hereto as Exhibit A and incorporated by this reference herein. The Premises is located on Assessor's Map 24E, Section 13AD, Tax Lot 00890 and described with more particularity in Exhibit B, attached hereto and incorporated by this reference herein.

3. RENEWAL:

This Lease may be renewed for additional one-year terms ("Renewal Term") by mutual written agreement of the parties, executed not less than three (3) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.

4. FEE SCHEDULE AND PAYMENTS:

Lessee agrees to pay as annual rent the sum of eight thousand four hundred dollars (\$8,400.00) annually by July 15th. The base rent amount shall increase annually by three percent (3%) for the entire lease term, beginning July 1, 2024. The following schedule of rent includes the annual rent increase of 3% for the next three (3) years:

<u>Annual Lease Period</u>	<u>Annual Rent Payment</u>
April 1, 2022 to June 30, 2022	\$2,100.00
July 1, 2022 to June 30, 2023	\$8,400.00
July 1, 2023 to June 30, 2024	\$8,652.00
July 1, 2024 to June 30, 2025	\$8,912.00

Annual rent not paid when due shall, after fifteen (15) days written notice, incur a late fee of \$100 per month until paid.

Checks for payment should be made payable to:

Immanuel Lutheran Church
39901 Pleasant Street
Sandy, Oregon 97055

5. HOLD OVER:

If Lessee shall hold over and remain in possession of said premises after expiration of this Lease without any written lease actually being made, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy which may be terminated at any time by Lessor upon sixty (60) days written notice to County.

6. USE:

Lessee may only use the Premises for the parking of vehicles and only in accordance with the portion of the Immanuel Lutheran Church Parking Lot Use Policy attached hereto as Exhibit B and incorporated by this reference herein.

Lessor will provide Lessee with exclusive use of the Premises. Lessee will provide, at its own cost, signage indicating that these spaces are reserved for Lessee use during the hours of operation as noted in paragraph 1 above. The signage must be approved by Lessor, which approval may not be unreasonably withheld. Lessor shall take all necessary actions to ensure Lessee has exclusive use of the Premises during times set forth in Section 1, above, including, but not limited to, towing any vehicle not authorized by Lessee to use the Premises.

7. PROPERTY TAXES AND OTHER EXPENSES:

Lessor is solely responsible for property taxes or other expenses for the Premises.

8. MAINTENANCE:

Lessee shall be responsible for periodic trash collection, sweeping and general cleanliness of the Premises. Lessor shall be responsible for all necessary maintenance of the Premises and periodic clearing of snow.

9. UTILITIES. Lessor is responsible for all utilities servicing the Premises including, but not limited to, installed lighting.

10. TERMINATION:

a. Termination for Default

Either party may terminate the Lease upon occurrence of an event of default. An event of default shall be deemed to occur should any of the following events happen:

- Failure of Lessee to pay rent within thirty (30) days following Lessor providing Lessee written notice and an opportunity to cure;
- Repeated failure of Lessee to obey reasonable rules of the Lessor concerning matters of security, safety, parking in only designated spaces, picking up of trash or preservation of the Premises, during the term of the Agreement; or
- Failure of either party to comply with any material term or condition of this Lease.

Prior to termination upon an occurrence of an event of default, the non-defaulting party shall give the defaulting party thirty (30) days' written notice with an opportunity to cure. If the default is not corrected within the thirty (30) day notice period, the non-defaulting party shall have the right to terminate this Lease. Upon termination, each party may exercise any right or remedy provided in this Lease or otherwise available under applicable law. Notice shall be sent to the address for the receiving party as designated herein.

b. Non-default Termination

- Either party may terminate this Agreement by providing sixty (60) days' written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Lease.
- Lessee may terminate this Lease in the event the Lessee fails to receive expenditure authority sufficient to allow Lessee, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Lease, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that Lessee is prohibited from performing under the Lease.
- Any termination of this Lease shall not prejudice any rights or obligations accrued to the parties prior to termination.

10. INDEMNIFICATION. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Lessee agrees to indemnify Lessor from and against all third party costs, losses, damages, claims or actions, and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Lessee or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Lessee has a right to control.

Lessor agrees to indemnify Lessee from and against all third party costs, losses, damages, claims or actions, and all expenses incidental to the investigation and defense thereof, including reasonable attorney fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Lessor or its officers, elected

officials, owners, employees, agents, or its subcontractors or anyone over which the Lessor has a right to control.

11. CONSTITUTIONAL DEBT LIMITATIONS:

This Lease is expressly subject to the debt limitation set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NO ATTORNEY FEES: In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Lease, each party shall be responsible for its own attorneys' fees and expenses.

13. ENTIRE AGREEMENT; COUNTERPARTS. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one Lease.

14. WARRANTY OF AUTHORITY: Lessor warrants and represents that Lessor is the sole owner of the Premises subject to this Lease, and that Lessor has full authority to execute this Lease. The undersigned warrants and represents that he/she has full authority to sign on behalf of Lessor.

[signature page to follow]

By their signatures below, the parties to this Lease agree to the terms, conditions, and content expressed herein.

LESSEE

CLACKAMAS COUNTY:

Tootie Smith, Chair

Approved as to form:

Office of County Counsel

05/19/2022

Date

LESSOR

Immanuel Lutheran Church
Sharon Pierce Capp, Legal Signer
39901 Pleasant Street
Sandy, OR 97055

93-0672366

Federal ID#

Sharon Pierce Capp
Authorized Signature

Sharon Pierce Capp

Printed Name

4-20-2022
Date

State of Oregon)

County of Clackamas) ss.

This record was acknowledged before me on (date) _____ by Tootie Smith as the Chair of the Clackamas County Board of Commissioners.

Signature of notarial officer: _____

Stamp:

Title of office: _____

My commission expires: _____

State of Oregon)

County of Clackamas) ss.

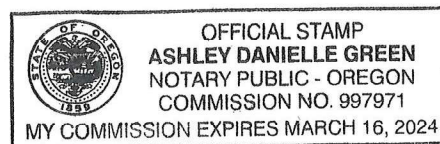
This record was acknowledged before me on (date) 04/20/22 by Sharon Pierce Capp of Immanuel Lutheran Church.

Signature of notarial officer: Ashley Green

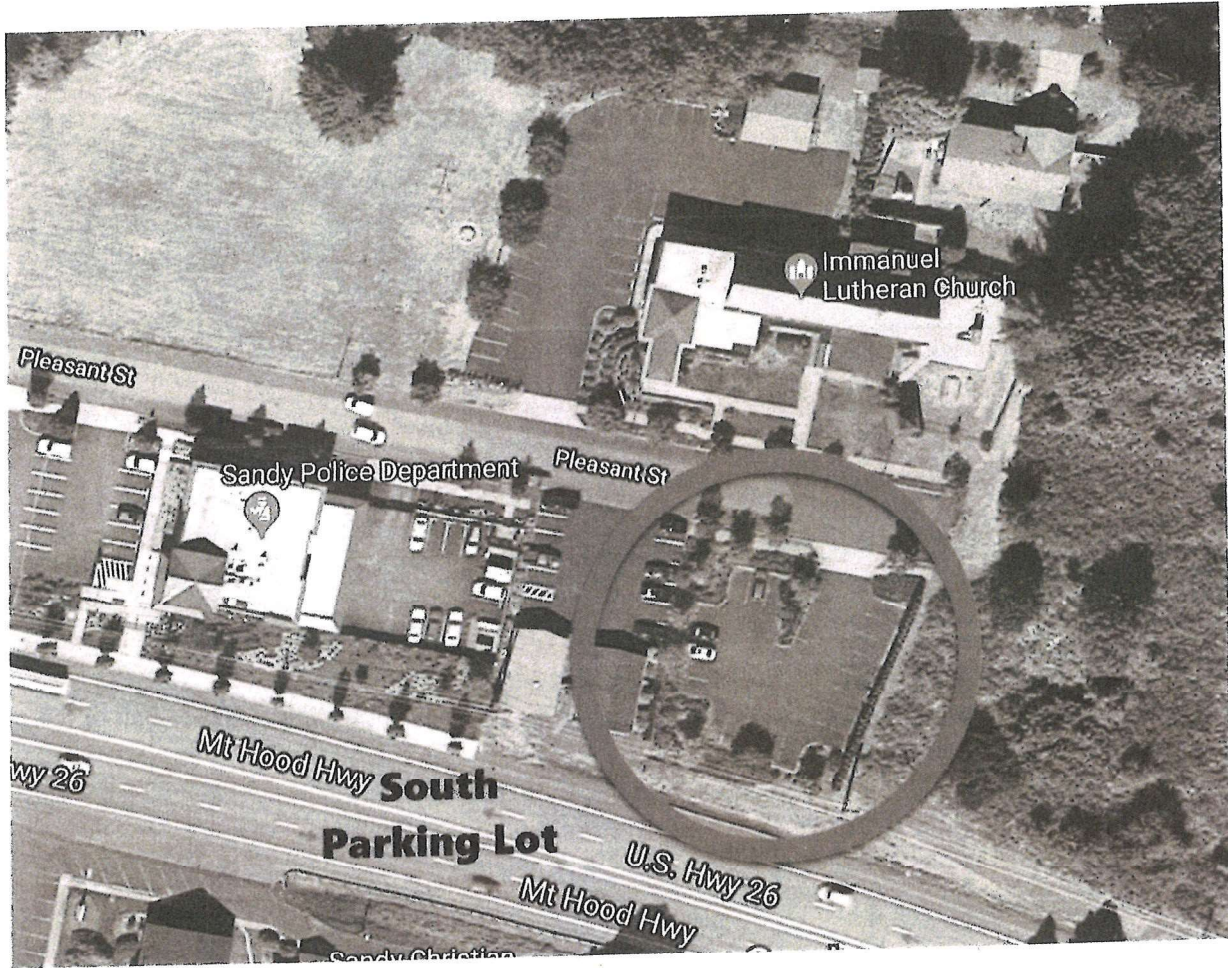
Stamp:

Title of office: Oregon notary

My commission expires: March 16, 2024



[PROPERTY MAP TO FOLLOW]



**Immanuel Lutheran Church
Parking Lot Use Policy**

Parking Lot Policy

We are delighted to be able to provide a facility that is safe and comfortable for all who use it. Please enjoy these facilities in a safe and respectful manner. Immanuel Lutheran Church expects that you will treat our church home with the respect and dignity that a house of worship deserves. Therefore, it is expected that when you leave our church home it be in equal or better condition than you found it.

1. Immanuel Lutheran Church Property is a smoke free.
2. Alcoholic beverages and drugs are not allowed anywhere on church property for the purposes of consumption or distribution including the parking lot.
3. The individual designated as the "Responsible Person" on this form is accountable for use of church property.
4. There will be no overnight parking or camping allow.
5. All activity shall be within applicable law.

Responsible Person: _____

Signature: _____

Date: _____