



Elizabeth Comfort  
Finance Director

**Department of Finance**

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

June 9, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease Amendment #2 for the  
Oak Lodge Library with RCI Interprices LLC

<b>Purpose/Outcomes</b>	Approval of a three (3) year lease amendment for the Oak Lodge Library
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 is \$7,286.22 with an annual increase of three percent (3%) per year for a three year term for a total potential contract value of \$270,251.76
<b>Funding Source</b>	Library tax dollars are used to fund this lease with no assistance from the General Fund. 212-7634-438110
<b>Duration</b>	Lease term is for July 1, 2021, through June 30, 2024
<b>Previous Board Action</b>	Current lease approved on June 27, 2019, Consent Item B.2
<b>Strategic Plan Alignment</b>	Ensures safe, healthy and secure communities by providing library service and accessibility in our communities.
<b>Procurement Review</b>	This property lease was created by Facilities Management and reviewed and approved as to form by the Office of County Counsel
<b>County Counsel Review</b>	Approved with signature on June 9, 2019
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 503.734.6248

**BACKGROUND:**

Clackamas County has operated the Oak Lodge Library at 16201 SE McLoughlin Boulevard since 1994 and the County has leased the building from the current owner since June 30, 2000. The current lease with RCI Interprices expires on June 30, 2021.

The new lease term of three (3) years will help support current library operations and keep the library in its current location until the successful completion of the construction and remodeling of the Concord Community Center and Library which is scheduled to open in the summer of 2024.

**RECOMMENDATION:**

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

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director, Finance






# Oak Lodge Library - 2021-2022 Lease Amendment Staff Report - 06-09-21

Final Audit Report

2021-06-09

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
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## "Oak Lodge Library - 2021-2022 Lease Amendment Staff Report - 06-09-21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
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-  Agreement completed.  
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**LEASE AMENDMENT #2**

This Lease Amendment #2 ("Amendment #2") is entered into between RC Interprices, LLC ("Lessor") and Clackamas County ("Lessee") and shall become part of the lease entered into between both parties June 25, 2020 ("Lease") for the property located at 16201 SE McLoughlin Blvd., Oak Grove, Oregon

The purpose of this Amendment #2 is to make the following changes to the Lease:

**1. Lease term**

The lease term is hereby extended for a period of three (3) years, beginning July 1, 2021, and ending at midnight on June 30, 2024. Lessee will give the Lessor a minimum of ninety (90) days written notice prior to terminating the Lease.

**2. Base Rent**

For the extended lease term, beginning July 1, 2021, Lessee agrees to pay monthly rent in the amounts set forth below.

<u>LEASE PERIOD</u>	<u>MONTHLY PAYMENT</u>
July 1, 2021 to June 30, 2022	\$7,286.22
July 1, 2022 to June 30, 2023	\$7,504.81
July 1, 2023 to June 30, 2024	\$7,729.95

Except as expressly amended above, all other terms and conditions of the Lease shall remain in full force and effect. By signature below, the parties agree to this Amendment #2 effective upon the date of the last signature below.

**LESSEE**  
CLACKAMAS COUNTY

RC INTERPRICES, LLC  
9418 SE Chatfield Court  
Happy Valley, OR 97086  
84-5173120

Federal ID#



Authorized Signature


GARY CHEN

Printed Name

6/9/2021

Date

\_\_\_\_\_  
By: Tootie Smith  
Its: Chair

Approved as to form:  
  
\_\_\_\_\_  
Office of County Counsel

06/09/2021  
\_\_\_\_\_  
Date

**LESSOR**



Elizabeth Comfort  
Finance Director

**Department of Finance**

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

June 9, 2021

Clackamas County Administration

County Administrator:

**Approval of Clackamas County Sheriff's Office, Aurora Airplane Hangar G-6 Lease Agreement with the Raymond V. Meyer & Mary J. Meyer Trust Reserve**

<b>Purpose/Outcomes</b>	Approval of a five (5) year lease for secure airplane hangar storage in Hangar G-6 at the Aurora Airport for the County's Cessna 182.
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 is \$4,326.00 with an annual increase of three percent (3%) per year for a five year term for a total contract value of \$22,967.33.
<b>Funding Source</b>	This lease is supported by General Fund dollars CLACK-100-21-2101-210103-44240-0-0-0
<b>Duration</b>	A five (5) year lease term from July 1, 2021 through June 30, 2026
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities.
<b>Procurement Review</b>	This property lease was created by Facilities Management and reviewed and approved as to form by the Office of County Counsel
<b>County Counsel Review</b>	Approved by signature on June 7, 2021
<b>Contact Person</b>	Jeff Jorgensen, Division Director, Facilities Management, 503.734.6248

**BACKGROUND:**

The Clackamas County Sheriff's Office has been leasing airplane hangar G-6 located at 22775 Airport Road NE, Aurora, (Marion County) OR 97002 since August 15, 1995. The Sheriff's Office had approved leases for the initial three (3) years and then transitioned into simply making monthly payments through this current month. This new lease establishes a five (5) year lease term for the 1,074 square foot secure storage unit and allows for the performance of minor maintenance and repairs on that property for the County's Cessna 182 airplane. Enclosure (1) are maps showing the location of the airplane hangar and Enclosure (2) are photos of the County's Cessna 182 airplane and hangar facility.

The Sheriff's Office airplane is a valuable tool used primarily for law enforcement operations including the support of officers on the ground, search and rescue, traffic patrol, vehicle pursuits, SWAT operations, lost hikers and hunters, marine rescues, locating abandoned vehicles and other situations where an aerial view is critical.

**RECOMMENDATION:**

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

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director Finance



# Sheriff's Office Aurora Airplane Hangar - 2021-2026 Lease Agreement Staff Report - 06-09-21

Final Audit Report

2021-06-09

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By:	Jennifer Johnson (JJohnson@clackamas.us)
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## "Sheriff's Office Aurora Airplane Hangar - 2021-2026 Lease Agreement Staff Report - 06-09-21" History



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Agreement completed.

2021-06-09 - 9:26:52 PM GMT

**LEASE**

This Lease is made by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and Raymond V. Meyer TR 50% & Mary J. Meyer TR 50% hereinafter called "Lessor." This Lease is effective upon execution by both parties.

**LEASE TERM:**

Lessor does hereby let and lease the premises hereinafter described (the "Premises") to the Lessee to have and to hold the same for a lease term of five years (5) beginning July 1, 2021 and ending June 30, 2026.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the Premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

**PREMISES:**

The Premises is described as a portion of Aurora Business Park, Aurora State Airport, Hangar G-6, 22775 Airport Road NE, Aurora, Oregon 97002. Hangar G-6, which is approximately 1,074 square feet will be used to store the following airplane:

Aircraft Make: Cessna

Aircraft Model: 182

Aircraft Registration Number: N 182MC

Aircraft Colors: Green and White

The Premises is located on Marion County Assessor's, Tax Account 542898, Taxlot Number: 041W02D090005 and attached hereto as Exhibit A.

**BASE RENT:**

Lessee agrees to pay as rent for the Premises the sum of four thousand three hundred twenty six dollars (\$4,326.00) annually by July 15<sup>th</sup>. The base rent amount shall increase annually by three percent (3%) for the entire lease term. The following is the annual rent plus the 3% increase for the next five years:

<u>Fiscal Year</u>	<u>Annual Rent Payment</u>
2021-2022	\$4,326.00
2022-2023	\$4,455.78
2023-2024	\$4,589.46
2024-2025	\$4,727.14
2025-2026	\$4,868.95

Rent not paid when due shall, after fifteen (15) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

**POSSESSION:**

Lessee shall be entitled to full use and possession of the Premises for the entire Lease term.

**OPERATING COSTS:**

Lessee shall be responsible for the removal of all trash from the Premises during the Lease term. The Premises have no heating, water or communications capabilities. Lessor shall be responsible for providing electrical power for lighting and receptacles and general on site non-designated parking is available in the large grass and field areas.

**USE AND ENJOYMENT:**

Lessor covenants that Lessee shall be entitled to possession of the Premises for airplane storage and maintenance. Lessee covenants not to use the Premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the Premises nor create any nuisance upon the same.

Lessee acknowledges and understands that this Lease is for the simple leasing of the Premises in which the Lessee can park the aircraft described above. Lessor does not take custody, control, possession or dominion over the contents of the Premises and does not agree to provide protection for the Premises or the contents thereof.

All personal property in or on the Premises is stored at the risk of the Lessee. The Lessee must take appropriate steps as necessary to safeguard all property that is placed in the Premises. The Lessee must keep the Premises locked, and must provide and secure its own lock and keys.

**INSPECTION:**

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the Premises at reasonable times to inspect the Premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary. Lessor's rights hereunder extend only to the Premises, and not any property owned by Lessee that are stored on the Premises including, but not limited to, the airplane.

**SIGNAGE:**

Lessor shall receive prior approval for all signs, awnings, antennas or other apparatus attached to the building or visible from outside the Hangar.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the Premises including, but not limited to, electrical and space lighting, so long as such maintenance and repair is not the result of Lessee's negligence, misuse or failure to comply with any provisions of this Lease.

Any repairs or maintenance performed on or around the leased Premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by the Lessee.

Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall maintain the Premises in a neat condition, free of trash and debris, in good order. Lessee shall promptly notify Lessor of any necessary damage or required repairs to the hangar.

**LIEN CLAIMS AND LIABILITY:**

Lessee shall not allow any liens to attach to the building or Lessee's interest in the Premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the Premises. Any labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**PLACE OF PAYMENT AND NOTICE:**

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Aurora Business Park c/o Jim Meyer for Mary Meyer Trust 14730 SW Beef Bend Road Tigard, OR 97224. Place for notices may be changed by written notice from the party changing address.

**PERSONAL PROPERTY INSURANCE:**

Lessee shall be responsible for insuring or self-insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises.

**TOTAL OR PARTIAL DESTRUCTION:**

Lessor agrees to insure the building on the Premises against fire with extended coverage. If the leased portion of the building on the Premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the Premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the Premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the Premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the Premises within sixty (60) days from date of damage, Lessee may terminate this lease at Lessee's option. During any period of time during which the Premises shall be unusable, rental shall abate entirely and if the operation of the business on the Premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the Premises and said impairment of business.



**QUIET ENJOYMENT; MORTGAGE PRIORITY:**

Lessor warrant that it is the owner of the Premises and has the right to lease them. Lessor will defend Lessee's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly rent, the dates to which rent has been paid in advance and the amount of any security deposit or prepaid rent.

**ASSIGNMENT AND SUBLETTING:**

Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**HOLDING 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 Lessee.

**EMINENT DOMAIN:**

If the entire Premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said Premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and Premises and Lessee shall not be liable for any subsequent rent. If only a part of the Premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the Premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

**WAIVER:**

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the

other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

**TERMINATION AND BREACH:**

1. Mutual Termination and Termination for Convenience.

This Lease may be terminated at any time by mutual written consent of both parties. This Lease may be terminated by either party for convenience upon ninety (90) days' written notice to the non-terminating party.

2. Termination for Lessee's Breach.

If Lessee fails to pay the annual rent payment by the fifteenth (15<sup>th</sup>) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the Premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended. If Lessee breaches any covenants or conditions of this lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

3. Termination for Lessor's Breach.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

4. Remedies.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and

such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

**SURRENDER:**

On expiration or early termination of this Lease, Lessee shall deliver all keys to the Lessor and surrender the Premises clean and in the same condition as at the commencement of the term, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

**CONSTITUTIONAL DEBT LIMITATION:**

This Lease is expressly subject to the debt limitation of Oregon Counties 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.

**WARRANT 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, James Meyer, warrants and represents that he has full authority to sign as Lessor.



**LESSEE**

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Christina Twillinger, Recording Secretary

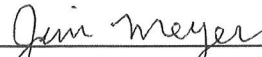
Approved as to form:

  
\_\_\_\_\_  
Office of County Counsel

06/07/2021  
Date

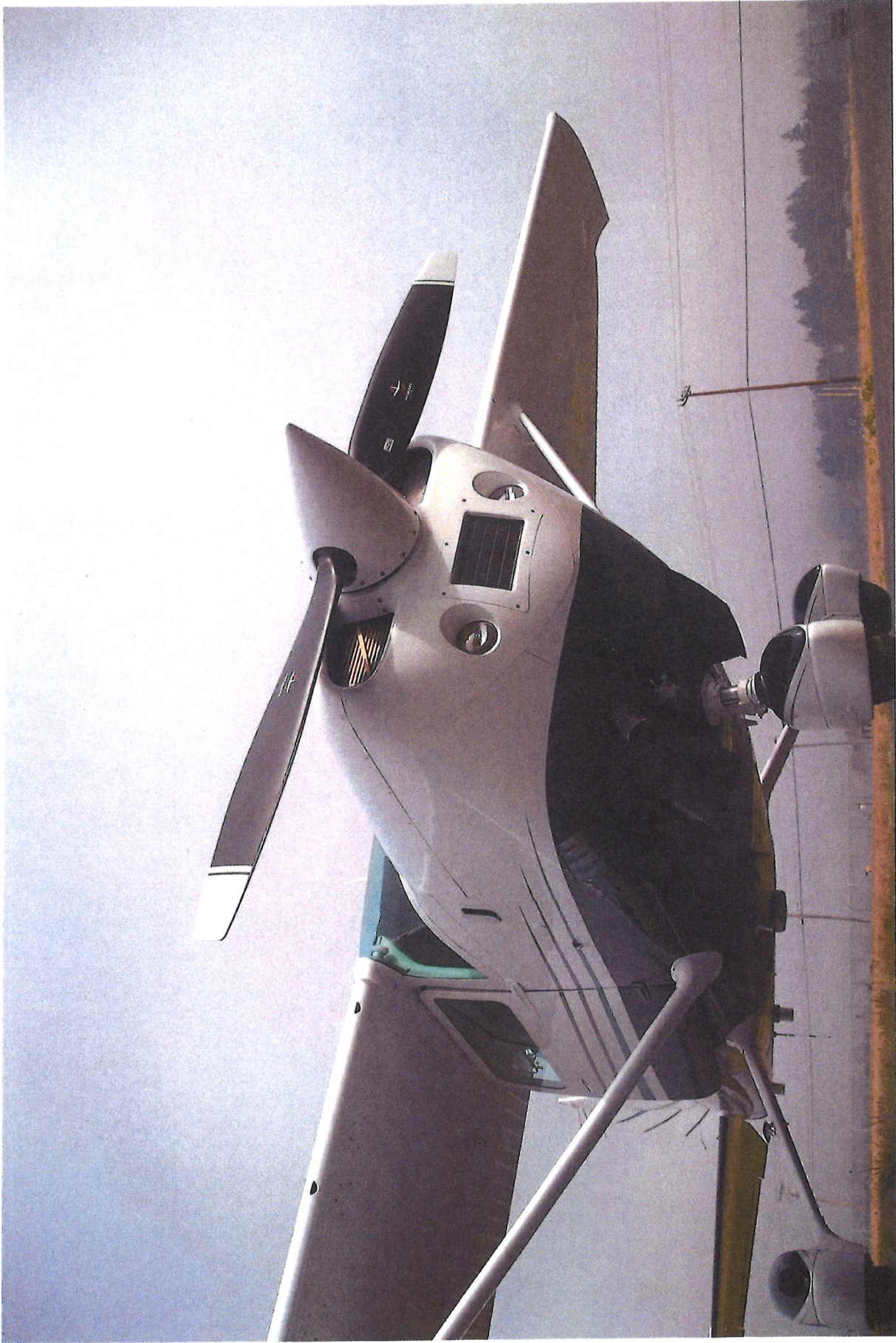
**LESSOR**

Raymond V Meyer TR 50% & Mary J Meyer  
TR 50%  
c/o Jim Meyer for Raymond & Mary Meyer  
Trust  
14730 SW Beef Bend Road  
Tigard, OR 97224

  
\_\_\_\_\_  
Authorized Signature

Jim Meyer JIM MEYER  
Printed Name

5/12/21  
Date























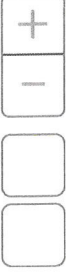






# Assessor's Property Records

Marion County Assessor's Office



22775 Airport Rd NE, Auror X Q

Show search results for 22775 ...

14313

(1 of 6)

**Owner:** RAYMOND V MEYER TR 50% & MARY J MEYER TR 50% & MEYER, MARY J TRE

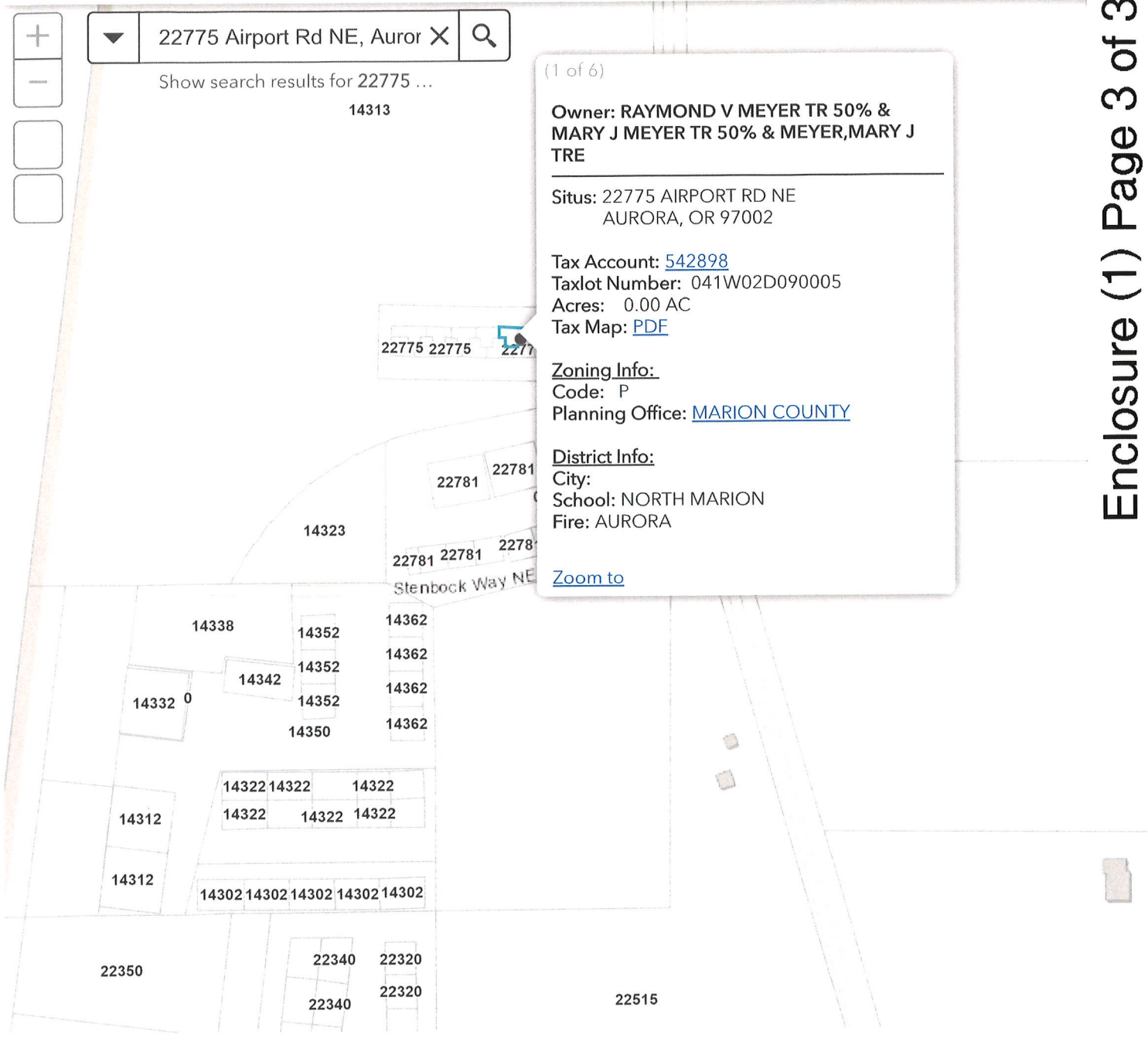
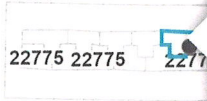
**Situs:** 22775 AIRPORT RD NE  
AURORA, OR 97002

**Tax Account:** [542898](#)  
**Taxlot Number:** 041W02D090005  
**Acres:** 0.00 AC  
**Tax Map:** [PDF](#)

**Zoning Info:**  
**Code:** P  
**Planning Office:** [MARION COUNTY](#)

**District Info:**  
**City:**  
**School:** NORTH MARION  
**Fire:** AURORA

[Zoom to](#)



Enclosure (1) Page 3 of 3





Elizabeth Comfort  
Finance Director

**Department of Finance**

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

June 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Clackamas County Sheriff's Office Sergeant Damon Coates Boathouse  
Slip 1F Lease Agreement with Sportcraft Landing Incorporated

<b>Purpose/Outcomes</b>	Approval of a five (5) year lease for the mooring of the Sergeant Damon Coates Boathouse at the Sportcraft Landing Incorporated facility on the Willamette River in Oregon City.
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 is \$12,205.50 with an annual increase of three percent (3%) per year for a five year term for a total contract value of \$64,800.62.
<b>Funding Source</b>	This lease is supported by General Fund dollars CLACK-100-21-2102-210209-46150-0-0-0
<b>Duration</b>	A five (5) year lease term is for July 1, 2021, through June 30, 2026
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities.
<b>Procurement Review</b>	This property lease was created by Facilities Management and reviewed and approved as to form by the Office of County Counsel
<b>County Counsel Review</b>	Approved by signature on June 7, 2021
<b>Contact Person</b>	Jeff Jorgensen, Division Director, Facilities Management, 503.734.6248

**BACKGROUND:**

The Clackamas County Sheriff's Office has leased Slip 1F at Sportcraft Landing Inc., located at 1701 Clackamette Drive, in Oregon City since its construction in 2012. The critical 3,000 square foot, two story Sergeant Damon Coates Boathouse is the Maine Units primary facility which has four internal slips that hold numerous watercraft and houses a large training room, several office and cubicle spaces, restroom and showers and kitchen.

The Sheriff's Office Marine Unit deputies support the following critical functions:

- Patrol of all the waterways in Clackamas County including the monitoring of waterways for hazards and placing warning signs and buoys as aids to navigation and boater safety
- Conducts boating-safety examinations, hull inspections, and criminal and accident investigations
- Supports the Dive Rescue and SWIFT teams during water-related search-and-rescue operations
- Provides training on marine-safety topics and how to conduct boat-accident investigations

**RECOMMENDATION:**

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

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director Finance






# Sheriff's Office Sergeant Damon Coates Boathouse - 2021-2026 Lease Agreement Staff Report - 06-09-21

Final Audit Report

2021-06-09

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
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Signature Date: 2021-06-09 - 8:56:58 PM GMT - Time Source: server- IP address: 73.11.77.31
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**LEASE**

This Lease is made by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessee" and Sportcraft Landing Inc. hereinafter called "Lessor." This Lease is effective upon execution by both parties.

**LEASE TERM:**

Lessor does hereby let and lease the premises hereinafter described (the "Premises") to the Lessee to have and to hold the same for a lease term of five years (5) beginning July 1, 2021 and ending June 30, 2026.

Ninety (90) days before the end of this Lease, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the Premises. The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

**PREMISES:**

The Premises is described as a portion of 1701 Clackamette Drive Oregon City, Oregon 97045. The Premises consist of Slip 1F where the Clackamas County Sheriff's Office Marine boathouse (the Boathouse) is moored. The Boathouse is a 3,000 square foot, two story facility with four secured boat slips at the water lever, and attached to the pier by mooring chains. The Premises is located on Assessor's Map 22E, Section 29CB, Tax Lot 00500 and attached hereto as Exhibit A.

**BASE RENT:**

Lessee agrees to pay as rent for Slip 1F the sum of twelve thousand two hundred and five dollars and fifty cents (\$12,205.50) annually by July 15<sup>th</sup>. The base rent amount shall increase annually by three percent (3%) for the entire lease term. The following is the annual rent plus the 3% increase for the next five years:

<u>Fiscal Year</u>	<u>Annual Rent Payment</u>
2021-2022	\$12,205.50
2022-2023	\$12,571.66
2023-2024	\$12,948.81
2024-2025	\$13,337.27
2025-2026	\$13,737.38

Rent not paid when due shall, after fifteen (15) days written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

If this Lease is terminated for any reason other than Lessee's default or failure to perform, Lessor shall reimburse to Lessee the pro rata amounts paid on the unexpired term of this Lease.

**POSSESSION:**

Lessee shall be entitled to full use and possession of the Premises for the entire Lease term.

**USE AND ENJOYMENT:**

Lessor covenants that Lessee shall be entitled to possession of the Premises for docking and mooring of the Boathouse. Lessee covenants not to use the Premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the Premises nor create any nuisance upon the same.

**OPERATING COSTS:**

Lessee shall be responsible for telephone and electricity services to the Premises. Lessor shall be responsible for water, sewer, garbage and two designated parking spaces for Marine Unit vehicles.

**INSPECTION:**

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the Premises at reasonable times to inspect the Premises and examine the condition thereof upon forty-eight (48) hours written notice, except in the event of an emergency, in which event no notice shall be necessary. Lessor's rights hereunder extend only to the Premises, and not any property owned by Lessee that are docked or moored to the Premises including, but not limited to, the Boathouse.

**SIGNAGE:**

Lessor shall receive prior approval for all signs, awnings, antennas or other apparatus attached to the building or visible from outside the Boathouse.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the Premises including, but not limited to, electrical, water and sewage lines, so long as such maintenance and repair is not the result of Lessee's negligence, misuse or failure to comply with any provisions of this Lease.

Any repairs or maintenance performed on or around the leased Premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall maintain the Slip 1F areas in a neat condition, free of trash and debris, in good order.

Lessee shall promptly notify Lessor of any necessary dock, water or sewage repairs.

**LIEN CLAIMS AND LIABILITY:**

Lessee shall not allow any liens to attach to the building or Lessee's interest in the Premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the Premises. Any



labor or materials provided or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

**PLACE OF PAYMENT AND NOTICE:**

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place of payment and notice for Lessor shall be mailed to Kim and Eric Dye, 1701 Clackamette Drive, Oregon City, OR 97045. Place for notices may be changed by written notice from the party changing address.

**PERSONAL PROPERTY INSURANCE:**

Lessee shall be responsible for insuring or self-insuring its boathouse, boats, personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises.

**TOTAL OR PARTIAL DESTRUCTION:**

Lessor agrees to maintain, in full force and effect during the Term of this Lease, "all risk" property insurance, or its equivalent, to insure the Premises. If the leased portion of the Premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the Premises in substantially the same condition in which it was previous to the destruction. If the Premises shall be damaged more than thirty percent (30%), Lessor shall not be required to rebuild but may do so at Lessor's option. Percentage of damage shall be determined by the insurer. If Lessor shall elect to rebuild and repair the Premises in the last mentioned instance, Lessor shall give written notice of Lessor's intention to do so to Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the Premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the Premises within sixty (60) days from date of damage, Lessee may terminate this lease at Lessee's option. During any period of time during which the Premises shall be unusable, rental shall abate entirely and if the operation of the business on the Premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the Premises and said impairment of business.

**QUIET ENJOYMENT; MORTGAGE PRIORITY:**

Lessor warrant that it is the owner of the Premises and has the right to lease them. Lessor will defend Lessee's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly rent, the dates to which rent has been paid in advance and the amount of any security deposit or prepaid rent.

**ASSIGNMENT AND SUBLETTING:**



Lessee shall not have the right to assign this Lease without the written consent of Lessor.

No assignment shall relieve Lessee of its obligation to pay rent or perform other obligations required by this lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. Lessor shall not unreasonably withhold its consent to any assignment, or to subletting provided that subrental rate or effective rental paid by the assignee is not less than the current scheduled rental rate of the building for comparable space and the proposed lessee is compatible with Lessor's other lessees and Lessor's normal standards for the building. If Lessee proposes a subletting or assignment to which Lessor is required to consent under this paragraph, Lessor shall have the option of terminating this lease and dealing directly with the proposed sublessee or assignee, or any third party.

**HOLDING 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 Lessee.

**EMINENT DOMAIN:**

If the entire Premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said Premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and Premises and Lessee shall not be liable for any subsequent rent. If only a part of the Premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss of use of the Premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

**WAIVER:**

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

**TERMINATION AND BREACH:**

1. Mutual Termination and Termination for Convenience.  
This Lease may be terminated at any time by mutual written consent of both parties. This Lease may be terminated by either party for convenience upon ninety (90) days' written notice to the non-terminating party.
2. Termination for Lessee's Breach.

If Lessee fails to pay the annual rent payment by the fifteenth (15<sup>th</sup>) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an

opportunity to cure, to Lessee. Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the Premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended. If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

3. Termination for Lessor's Breach.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the Premises.

4. Remedies.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

**SURRENDER:**

On expiration or early termination of this Lease, Lessee shall arrange for moving of the Boathouse and surrender the Premises clean and in the same condition as at the commencement of the term, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

**CONSTITUTIONAL DEBT LIMITATION:**

This Lease is expressly subject to the debt limitation of Oregon Counties 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.

**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.

**WARRANT 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.

**LESSEE**

CLACKAMAS COUNTY:

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Christine Twilliger Recording Secretary

Approved as to form:

*Approved as to form by  
Andrew Naylor via email*

Office of County Counsel

*on 06/07/21*  
\_\_\_\_\_  
Date

**LESSOR**

Sportcraft Landing Inc.

Eric Dye

1701 Clackamette Drive

Oregon City, OR 97045

086549-15

\_\_\_\_\_  
Federal ID#

DocuSigned by:  
*Eric W Dye*  
\_\_\_\_\_  
Authorized Signature

Eric Dye

\_\_\_\_\_  
Printed Name

6/7/2021

\_\_\_\_\_  
Date

















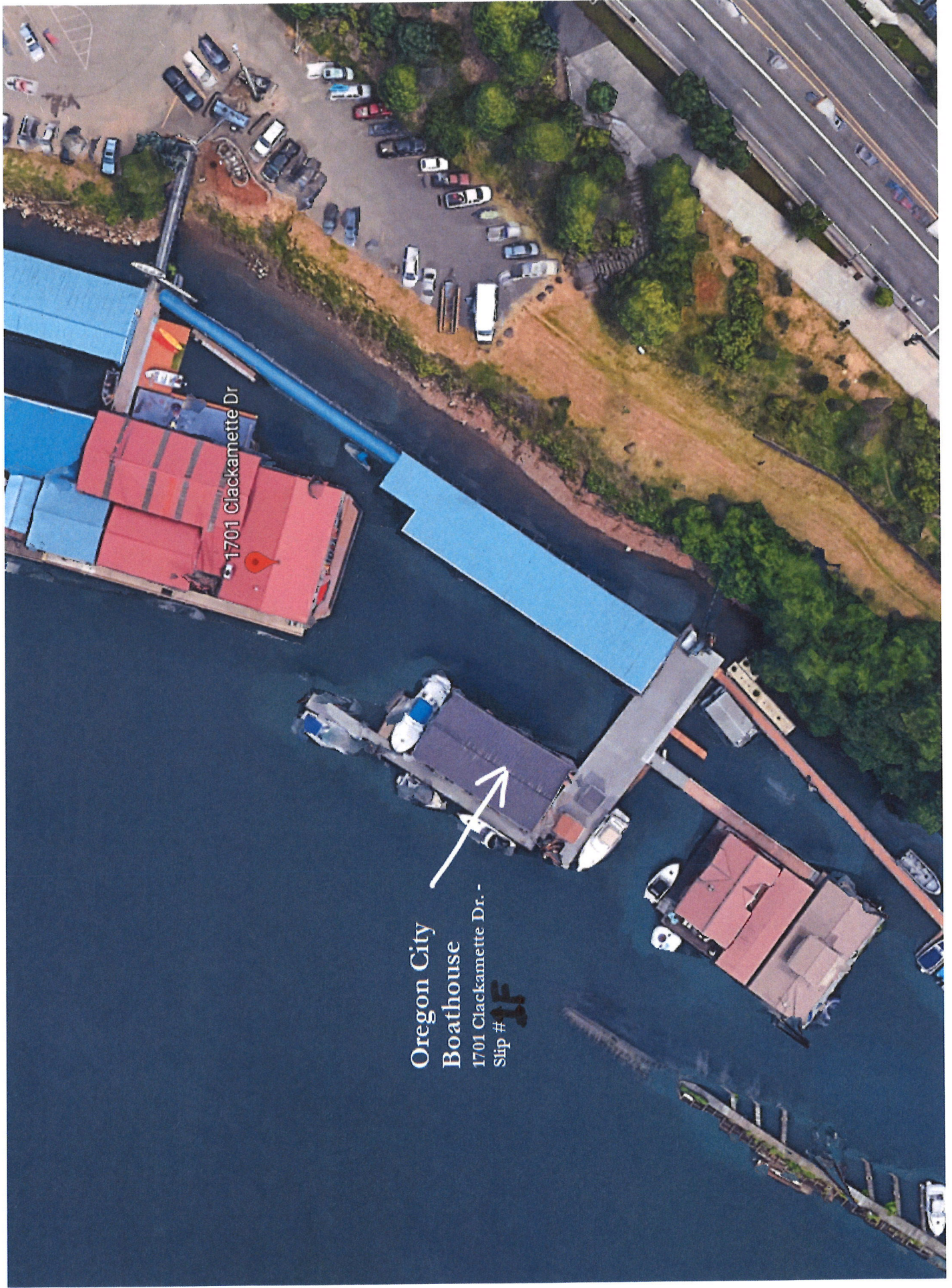








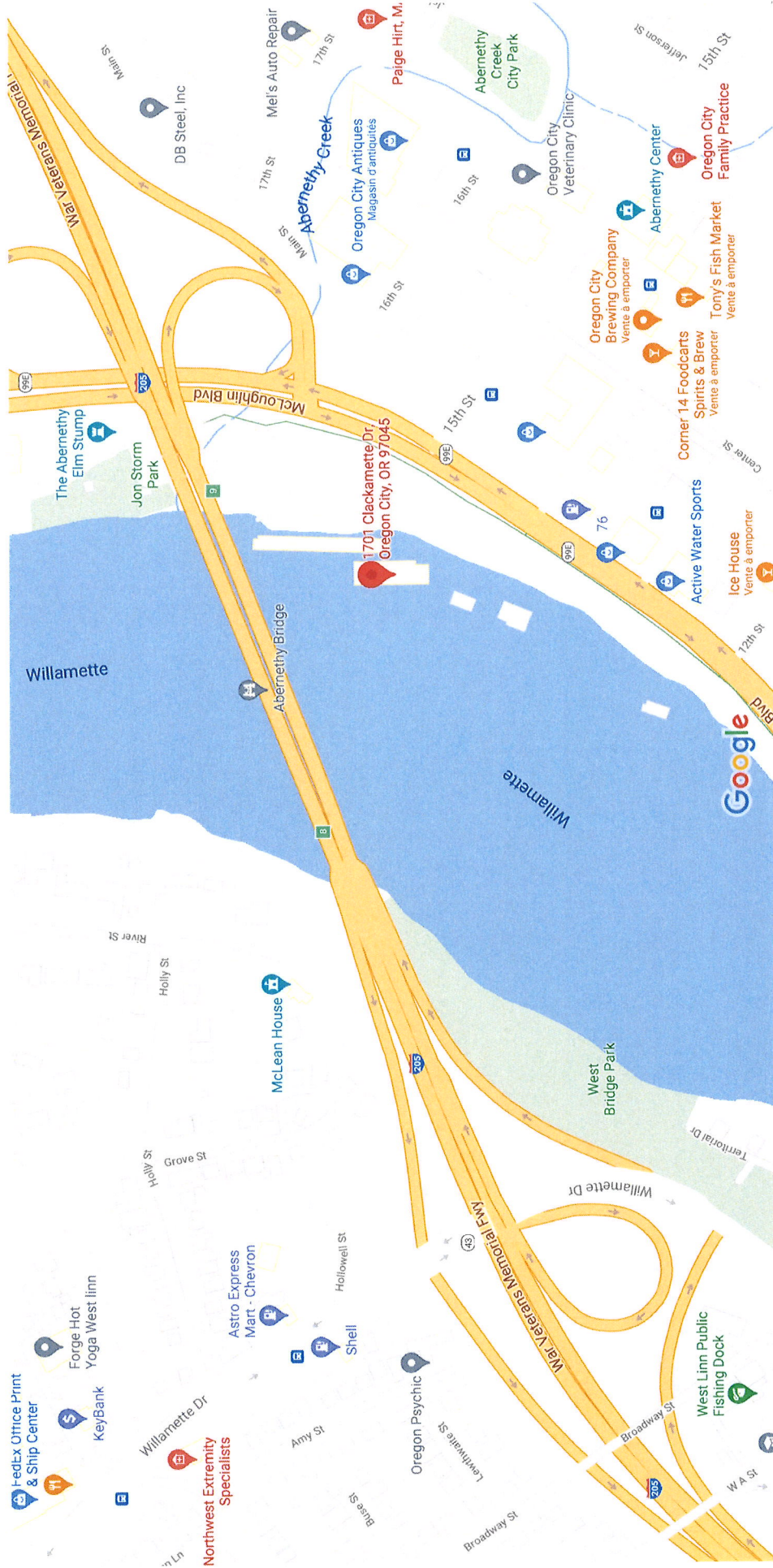




Oregon City  
Boathouse  
1701 Clackamette Dr. -  
Slip # 1F

1701 Clackamette Dr









**Department of Finance**

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

June 24, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Clackamas County Supplemental Budget Resolution  
for Fiscal Year 2020-2021

Purpose/Outcomes	Public hearing for supplemental budget change for FY 2020-2021
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$6,209,641
Funding Source	Fund Balance, Federal and State Operating Grants, and Interfund Transfers
Duration	July 1, 2020-June 30, 2021
Previous Board Action/Review	Budget Adopted June 18, 2020 with amendments on <ul style="list-style-type: none"> <li>• December 3, 2020; and</li> <li>• February 25 2021</li> <li>• May 20, 2021</li> </ul>
Strategic Plan Alignment	Build public trust through good government by providing budget responsibility and transparency
Counsel Review	N/A
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> X 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	Sandra Montoya, 503-742-5424

**BACKGROUND:**

Each fiscal year it is necessary to reduce or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.433 - ORS 294.481, which allows for governing body approval of budget changes under qualified circumstances. The required notice has been published.

The effect of this resolution is an increase in revenues and appropriations of \$6,209,641.

**SUMMARY OF PROPOSED BUDGET CHANGES**

AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

<b>Item</b>							
<b>1 General Fund 100 - County Administration Department</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Revenues	2,114,351	-	2,114,351	Operating Expenses	2,528,899	130,000	2,658,899
Interfund Transfer	280,508	130,000	410,508				
<b>Revised Total Fund Resources</b>			<b>2,524,859</b>	<b>Revised Total Fund Requirements</b>			<b>2,658,899</b>
Comments:	General Fund - County Administration Department houses the temporary management position for the Courthouse Project. This adjustment reimburses County Administration with a transfer from the Capital Projects Fund 420.						
<b>2 General Fund 100 - Public Government and Affairs Department</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Revenues	4,294,770	-	4,294,770	Operating Expenses	5,038,930	(219,823)	4,819,107
Beginning Fund Balance	-	113,544	113,544	Special Payments	-	333,367	333,367
<b>Revised Total Fund Resources</b>			<b>4,408,314</b>	<b>Revised Total Fund Requirements</b>			<b>5,152,474</b>
Comments:	The General Fund - Public Government and Affairs Department is recognizing additional fund balance from Public, Educational, and Government (PEG) revenue and appropriating additional funding to the local cable access channels through special payments.						
<b>3 Business and Economic Development Fund 208</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Fund Balance	3,329,796	-	3,329,796	Operating Expenses	3,972,342	-	3,972,342
Revenues	9,482,843	2,700,986	12,183,829	Contingency	1,220,340	-	1,220,340
Interfund Transfer	100,000	-	100,000	Special Payments	7,656,957	2,700,986	10,357,943
				Interfund Transfers	63,000	-	63,000
<b>Revised Total Fund Resources</b>			<b>15,613,625</b>	<b>Revised Total Fund Requirements</b>			<b>15,613,625</b>
Comments:	The Business and Economic Development Fund is recognizing additional State of Oregon CARES revenue and appropriating for special payments to the business grants program.						
<b>4 Disaster Management Fund 209</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Fund Balance	497,326	-	497,326	Operating Expenses	4,864,415	2,732,000	7,596,415
Revenues	2,916,141	2,732,000	5,648,141	Special Payments	615,000	-	615,000
Interfund Transfer	2,065,948	-	2,065,948				
<b>Revised Total Fund Resources</b>			<b>8,211,415</b>	<b>Revised Total Fund Requirements</b>			<b>8,211,415</b>
Comments:	The Disaster Management Fund is recognizing CARES Act funding and appropriating operating costs associated with COVID 19, Wildfires, and the Ice Storm events.						
<b>5 Behavioral Health Fund 241</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Beginning Fund Balance	8,580,519	-	8,580,519	Operating Expenses	21,226,520	(818,000)	20,408,520
Revenues	17,742,650	-	17,742,650	Special Payments	1,230,142	853,000	2,083,142
Interfund Transfers	806,401	-	806,401	Interfund Transfers	50,000		50,000
				Contingency	4,622,908	(35,000)	4,587,908
<b>Revised Total Fund Resources</b>			<b>27,129,570</b>	<b>Revised Total Fund Requirements</b>			<b>27,129,570</b>
Comments:	The Behavioral Health Fund is transferring budget authority from Contingency to Operating Expenses for the purchase of a new car, and reducing Operating Expenses and increasing Special Payments for the Residential Treatment Services subrecipient agreement.						
<b>6 Community Development Fund 244</b>							
<b>Resources</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
Revenues	7,983,365	-	7,983,365	Operating Expenses	7,146,618	(750,000)	6,396,618
Interfund Transfers	40,781	-	40,781	Special Payments	320,000	750,000	1,070,000
				Contingency	557,528	-	557,528
<b>Revised Total Fund Resources</b>			<b>8,024,146</b>	<b>Revised Total Fund Requirements</b>			<b>8,024,146</b>
Comments:	The Community Development Fund is transferring budget authority from Operating Expenses to Special Payments.						



**7 Capital Projects Reserve Fund 420**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Fund Balance	5,390,081	-	5,390,081	Operating Expenses	1,564,095	(130,000)	1,434,095
State Revenue	650,000	-	650,000	Capital Outlay	5,125,986	-	5,125,986
Interfund Transfers	650,000		650,000	Interfund Transfers	-	130,000	130,000
<b>Revise J Total Fund Resources</b>			<b>6,690,081</b>	<b>Revised Total Fund Requirements</b>			<b>6,690,081</b>

Comments: The Capital Projects Fund is transferring budget authority from Operating Expense to Interfund Transfers to reimburse the costs for the Courthouse project management costs in the County Administration Department.

**8 Central Dispatch Fund 748**

Resources	Original	Change	Revised	Requirement	Original	Change	Revised
Fund Balance	2,050,388	-	2,050,388	Operating Expenses	8,500,300	724,111	9,224,411
Revenues	9,145,278	533,111	9,678,389	Special Payments	1,071,122		1,071,122
				Contingency/Reserve	1,624,244	(191,000)	1,433,244
<b>Revise J Total Fund Resources</b>			<b>11,728,777</b>	<b>Revised Total Fund Requirements</b>			<b>11,728,777</b>

Comments: Recognizing funding from CARES and State 911 Tax and reducing Contingency and appropriating higher Operational costs associated with COVID 19, Wildfires and Ice Storm events.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order in keeping with a legally accurate budget.

Sincerely,



Elizabeth Comfort,  
Finance Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget and Making to Appropriations  
for Fiscal Year 2020-21



Resolution Order No. \_\_\_\_\_  
*Page 1 of 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 24, 2021.

WHEREAS; the funds being adjusted are:

- . General Fund – County Administration
- . General Fund – Public Government and Affairs
- . Business and Economic Development Fund
- . Disaster Management Fund
- . Behavioral Health Fund
- . Community Development Fund
- . Capital Projects Reserve Fund
- . Central Dispatch Fund;

It further appearing that it is in the best interest of the County to approve this change in appropriations for the period of July 1, 2020 through June 30, 2021.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.433 – ORS 294.481, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 24th day of June 2021

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



# FINAL-June 24 2021 Supplemental Resolution Order

Final Audit Report

2021-06-10

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAakhZhJc9IWWxhkaXO6uoGyi_vX2il8Gsm

## "FINAL-June 24 2021 Supplemental Resolution Order" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
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-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-06-09 - 11:46:01 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-06-10 - 2:03:01 PM GMT- IP address: 73.11.77.31
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-10 - 2:08:56 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.  
2021-06-10 - 2:08:56 PM GMT



**Department of Finance**

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

June 9, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Lease Amendment #2 for the Homestead Building with  
Homestead Building, LLC for the Sandy Behavioral Health Center

<b>Purpose/Outcomes</b>	Approval of a one (1) year lease amendment for the Homestead Building
<b>Dollar Amount and Fiscal Impact</b>	FY 2021-2022 monthly rent is \$4,300.00 for a total contract value of \$51,600.00
<b>Funding Source</b>	There are no General Funds used for this lease. 252-3240-08401-438110 (9%) 252-3240-08402-438110-40052 (2%) 253-3610-08545-438110 (89%)
<b>Duration</b>	Lease term is for July 1, 2021, through June 30, 2022
<b>Previous Board Action</b>	Current lease approved on June 27, 2019, Consent Item B.3, and Lease Amendment #1 on June 18, 2020, Consent Item B.2
<b>County Counsel Review</b>	Approved by signature on June 7, 2021
<b>Strategic Plan Alignment</b>	Supports ensuring safe, healthy, and secure communities
<b>Contact Person</b>	Jeff Jorgensen, Director, Facilities Management, 971.221.8033

**BACKGROUND:**

Clackamas County currently leases the Homestead Building at 38872 Proctor Boulevard, Sandy, from Homestead Building, LLC, to house the Sandy Behavioral Health Center (Center) and the Women, Infants, and Children (WIC) Program satellite offices. The current lease expires on June 30, 2021.

The Center provides mental health care coordination, consultation, crisis intervention, evaluation, treatments, skills training, as well as group therapy and peer support services. WIC provides health care, nutrition education, and nutritious food funds for pregnant, postpartum, and breastfeeding women, as well as children ages five and younger.

The Health Centers Division has approval from the Board to move forward with the acquisition and construction of a new facility in Sandy. Approval of this amendment will extend the lease for one year to continue to provide vital health services in the Sandy community until the new clinic is opened in the spring of 2022.

**RECOMMENDATION:**

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

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort,  
Director, Finance






# Homestead Building - 2021-2022 Lease Amendment

Final Audit Report

2021-06-09

Created:	2021-06-09
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGEZ11Cud_8oXHK6mnVT2vOaX1FQBBj1a

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-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
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-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-06-09 - 8:49:17 PM GMT - Time Source: server- IP address: 73.11.77.31
-  Agreement completed.  
2021-06-09 - 8:49:17 PM GMT