

March 16, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Lease Agreement with Canby Foursquare Church for providing space for the Women, Infants, and Children (WIC) program. There is no cost associated with this Agreement. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	No previous board action (previously done on the MOU template and not the lease Agreement)		
<b>Performance Clackamas</b>	1. To assist individuals and families in need of being healthy and safe		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Philip Mason-Joyner	<b>Contact Phone</b>	503-742-5956

**EXECUTIVE SUMMARY:** Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Lease Agreement with Canby Foursquare Church to provide space for Women, Infants, and Children (WIC) to deliver services to the residents of Clackamas County, specifically Canby-area residents. This is a no-monies lease, meaning Canby Foursquare Church is not charging the County any money to provide the space.

**Purpose**

The purpose of this lease agreement is to ensure that Canby-area residents can equitably access WIC services. CCPHD chose Canby because birthrate, Oregon Health Plan enrollment, and food insecurity data show a need for WIC services in Canby. The area also has a large Latinx population who are currently receiving or could receive WIC services. In addition to cost savings, this location (Canby Foursquare Church) was chosen because it is on a bus route and close to grocery stores.

Fifteen percent of all pregnant women who reside in Clackamas County are served by WIC; this number can increase if the Canby area has additional access to WIC services.

**Benefit to Clackamas County**

The health and economic benefits that WIC brings to Clackamas County are numerous. Notably, WIC does the following for Clackamas County residents:

- Reduces premature births (for every \$1 spent on a pregnant woman who participates in WIC, more than \$3 is saved in Medicaid costs by reducing the incidence of low and very-low birthweight infants);

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- Lowers infant mortality;
- Increases the likelihood of pregnant women receiving prenatal care;
- Increases breastfeeding rates;
- Improves Kindergarten readiness;
- Increases intake of healthy foods and reduces household food insecurity;
- \$26,404 total dollars paid to local Clackamas farmers through the Farm Direct Nutrition; and
- \$2,029,705 total dollars spent by Clackamas WIC participants at local stores.

**RECOMMENDATION:** Staff recommends the Board approve the attached Lease Agreement effective upon signature and valid for the performance period of July 2, 2022, through June 30, 2024. This Agreement has a maximum value of \$0.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook, Director  
Health, Housing, and Human Services

**LEASE AGREEMENT**  
**BETWEEN CLACKAMAS COUNTY PUBLIC HEALTH DIVISION**  
**AND**  
**CANBY FOURSQUARE CHURCH**

**Agreement #10631**

This Lease is made between CLACKAMAS COUNTY, by and through its PUBLIC HEALTH DIVISION, Health, Housing, & Human Services Department, hereinafter called "Lessee" and Canby Foursquare Church, an Oregon nonprofit corporation (CCC) 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 one year (1), beginning July 1, 2022 and ending June 30, 2024.

Hours of use will be arranged and mutually agreed upon by both parties through the liaisons.

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 2350 SE Territorial Road, Canby, OR 97013. The Premises consist of designated spaced located at the Foursquare Church at 2350 SE Territorial Road, Canby, OR 97013.

**BASE RENT:**

This is a cooperative agreement. No compensation involved.

**POSSESSION:**

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

**USE AND ENJOYMENT:**

Lessee will:

1. Provide monthly schedules confirmed at least 15 days in advance.
2. Leave the area/room used in order in which found.
3. Only use space designated by staff of Lessor.
4. Provide and/or support internet connection for the designated leased space.

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Lessor will:

1. Provide designated space located at the Foursquare Church, 2350 SE Territorial Rd., Canby, Oregon 97013 for the County's Women, Infants, and Children (WIC) Program to offer services for participants.
  - a. The hours of use of the space will be arranged and mutually agreed upon by both parties through the liaisons.
2. Provide storage space and use of restrooms.

That Lessor, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state, or local agency. In addition, Lessor acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that Lessor and Lessor's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information.

**OPERATING COSTS:**

Lessee will:

1. Provide all supplies for its service provision.

**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 subject to this lease.

**SIGNAGE:**

Lessee shall receive prior written approval from the lessor before placing or installing any signs, awnings, antennae, or other apparatus that is visible from outside the Church, which other than an identifying sign for Lessee and customary communication equipment (which will not be unreasonably denied), is subject to lessor's sole discretion.

**MAINTENANCE:**

Lessor shall be responsible for necessary maintenance and repair of the Premises including, but not limited to, electrical (exterior walls, windows (except for window glass) roof, man doors, 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.

Lessee shall receive prior written approval from Lessor before installing or making any alterations or improvements to the leased space in the Church.

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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 may use and store standard cleaning products in its designated area.

**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 Public Health Division, 2051 Kaen Road Suite 367, Oregon City, OR 97045.

**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 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 warrants 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.

**ASSIGNMENT AND SUBLETTING:**

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

**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 thirty (30) days' written notice to the non-terminating party.

2. Termination for Lessee's Breach.

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 providing sixty (60) days written notice thereof to Lessee. 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 providing sixty (60) days written notice thereof to Lessor. 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 remove all owned items and materials 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 items and materials 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.

**MISCELLANEOUS:**

Lessee shall not record this Lease without Landlord's prior written consent. The Lease is governed by the laws of the state of Oregon. Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times and upon reasonable advance notice for the purpose of inspecting the same and for performing maintenance as required by the Lessor in this Lease. No waiver of any provision of this Lease shall be deemed a waiver of any other provision or of any subsequent breach of the same or any other provision. Consent to or approval of any act shall not be deemed to render unnecessary the obtaining of a party's consent to or approval of any subsequent act.

Contact Information:

LESSOR liaison is <u>René Bogue</u> (503) 266-4444 ext. 327 <u><a href="mailto:rbogue@canbyfoursquare.com">rbogue@canbyfoursquare.com</a></u>
LESEE liaison is <u>Erika Zoller</u> (503) 503-1243 <u><a href="mailto:EZoller@clackamas.us">EZoller@clackamas.us</a></u>


[signatures on following page]



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<p><b>LESSEE</b> CLACKAMAS COUNTY: Commissioner, Tootie Smith, Chair Commissioner, Paul Savas Commissioner, Martha Schrader Commissioner, Mark Shull Commissioner, Ben West</p> <hr/> <p>Tootie Smith, Chair</p> <hr/> <p><u>Board of County Commissioners</u></p> <hr/> <p>Date Approved as to form:</p> <p><u>Kathleen Rastetter</u> Office of County Counsel</p> <p><u>September 15, 2022</u> Date</p>	<p><b>LESSOR</b> Canby Foursquare Church</p>  <hr/> <p>Authorized Signature</p> <p><u>Tim O'Hara, Business Administrator</u> Printed Name</p> <p>2350 SE Territorial Road Canby, OR 97013</p> <p><u>93-07737450</u> Federal ID#</p> <p><u>2.16.23</u> Date</p>
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