

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-116

Approving an Amendment Extending a Real Property Lease and Authorizing County Chair to Execute Lease Amendments and Renewals of a Lease with David Douglas School District No. 40, Landlord, at 2900 SE 122nd Avenue, Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County currently leases 21,610 square feet at the South Powellhurst Building, located at 2900 SE 122nd Ave, Portland, OR 97236 ("Property"), from David Douglas School District No. 40, ("Davis Douglas"). The Lease expires June 30, 2005.
- b. Aging & Disability Services, Department of County Human Services, plans to continue programs and to serve clients in the Mid-County area from the Property. Facilities and Property Management is developing strategic options for multiple Mid-County programs for the longer term.
- c. The proposed Lease Amendment extends the Lease for one year at a rate of \$148,609 per annum and includes two six (6) month options. In addition, Multnomah County's janitorial responsibilities at the Property will shift from outside contractors to contracting directly with David Douglas. Finally, the Lease Amendment recognizes new statewide "Tobacco Free Zone" rules at school properties.
- d. It is in the best interests of the County to amend the Lease on the terms and conditions set forth in the attached Draft Lease Amendment.

The Multnomah County Board of Commissioners Resolves:


1. The Board approves the attached Draft Lease Amendment as the basis for a Lease Amendment at the Property effective July 1, 2005. The County Chair is authorized to execute a final Lease Amendment substantially conforming to the terms of the attached Draft.
2. The County Chair is authorized to execute additional amendments to the lease without further Board action.

ADOPTED this 23rd day of June, 2005.

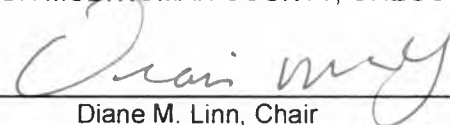


REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

Draft Amendment to Master Lease Agreement

This Amendment to Master Lease Agreement ("Amendment") is entered into by and between DAVID DOUGLAS SCHOOL DISTRICT NO. 40 (the "Lessor") and MULTNOMAH COUNTY (the "Lessee").

The parties recite:

On or about November 14, 2002, the parties entered into a Lease Agreement (the "Lease") by which the District leased to the County property located at 2900 SE 122nd, Portland, Oregon;

By its terms, the Lease expires June 30, 2005. The Lessor and the Lessee have each indicated their willingness to extend the term and conditions of the Lease.

The Parties therefore agree:

1. Section 1, Premises, is amended with the addition of the following: "Lessee will make best efforts to limit its employee and contractor parking to the south side of the Warehouse, while Lessor will make best efforts to limit its employee and contractor parking to the north side of the Warehouse, as identified on *Exhibit A*."
2. Section 2, Signing and Term of Contract, the first sentence is replaced with the following: "The commencement of the Lease shall be July 1, 2005, for a period of one (1) year ending June 30, 2006. There will be two six month options to renew. "
3. Section 3, Rent, is amended by deleting Year 4 and Year 5 with the following:

July 1, 2005 to June 30, 2006:	\$148,609
July 1, 2006 to December 31, 2006:	\$ 78,020
January 1, 2007 to June 30, 2007:	\$ 78,020
4. Section 4, Option to Renew, is deleted and replaced with the following: "This lease may be renewed for two additional six month periods. All terms and conditions during the renewal periods shall be the same except for rent which shall be as shown Section 3. Lessee shall give Lessor not less than 90 days written notice of intent to renew prior to expiration of the lease term or the first option term as the case may be."
5. Section 10, Utilities/Maintenance, is amended by deleting the second sentence of Section 10 and replacing it with the following: "Lessor shall provide, at Lessee's expense, custodial service and interior maintenance for the leased premises."
6. Section 10.2, Full Service Contract, is added as follows: "As provided for in Section 10, Lessor shall be responsible for custodial and maintenance services at the Premises. Lessor shall assume responsibilities identified as those of PHC in *Exhibit C*. The custodial and maintenance costs will be based on an assigned Lessor employee, servicing the Premises at mutually agreeable hours representing the equivalent of a half-time custodian (.5 FTE), such costs not to exceed \$26,335.50 per annum in Year 4."

7. Section 12, Peaceful Existence, is amended with the addition of the following: "Lessee recognizes the Lessor's obligations under Oregon Department of Education Administrative Order No.: ODE 30-2004, mandating Tobacco Free Schools. Lessee recognizes that Lessor may adopt rules which prohibit any employee, contractor, visitor, or other person from smoking, inhaling, dipping, chewing or selling tobacco at any time on or adjacent to the Premises including parking lots."
8. All other conditions of the lease shall remain the same.

Dated this ____ day of _____, 2005.

LESSOR:
DAVID DOUGLAS SCHOOL DISTRICT NO. 40

By: _____

Name: _____

Title: _____

LESSEE:
MULTNOMAH COUNTY, a Political Division of
the State of Oregon

By: _____

Name: _____

Title: _____