

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-003

Approving First Amendment to SubLease with National College of Naturopathic Medicine of Surplus Leased Space within the Rockwood Neighborhood Access Clinic, 800 SE 181st, Portland, Oregon, and Authorizing County Chair to Execute Appropriate Documents to Complete said SubLease

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Health Department is currently leasing the building located at 800 SE 181st, Portland, Oregon, also known as the Rockwood Neighborhood Access Clinic, to provide health services to uninsured Multnomah County residents.
- b. The County Health Department has had a sublease with the National College of Naturopathic Medicine since January 8, 2002 for office space and shared use of exam rooms, reception and other common areas within the building on Thursday evenings between the hours of 3pm and 9pm to deliver more health services to uninsured residents of Multnomah County in conjunction with the usual practices of the National College of Naturopathic Medicine.
- c. The sublease to the National College of Naturopathic Medicine included two successive renewal options of one year each, the first of which was exercised to extend the sublease through November 30, 2003.
- d. The sublease to the National College of Naturopathic Medicine expired November 30, 2003, is in a holdover period, and the National College of Naturopathic Medicine is not currently in default for their monthly rent.
- e. The County Health Department wishes to amend the National College of Naturopathic Medicine sublease agreement in order to:
 - 1) extend the term of the sublease effective December 1, 2003 through June 30, 2004,
 - 2) provide an option for one (1) successive renewal term of one year expiring June 30, 2005,
 - 3) provide for annual adjustments to rent based upon changes in permitted use or increase in the Consumer Price Index for Portland, and
 - 4) provide the County with the option for renewal or termination of the sublease dependent upon renewal or termination of the master lease for the building.

- f. The National College of Naturopathic Medicine has stated its commitment to continue the sublease for 117 square feet of space from Multnomah County in the Rockwood Neighborhood Access Clinic subject to the terms of the first amendment to the sublease.
- g. The County Health Department has no plans to occupy the Rockwood Neighborhood Access Clinic from 5pm to 11pm on Thursdays, and the Facilities and Property Management Division has not identified any other County agency or program which has stated an interest in occupying this facility during those hours.
- h. The County is interested in cooperating with the National College of Naturopathic Medicine at the Rockwood Neighborhood Access Clinic and it is in the public's interest to amend the sublease of space to the National College of Naturopathic Medicine to extend the lease for an additional term.

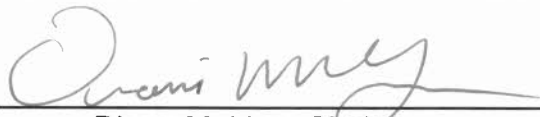
The Multnomah County Board of Commissioners Resolves:

- 1. Multnomah County shall approve the amendment to the sublease agreement between the National College of Naturopathic Medicine and the County for 117 square feet of space in the Rockwood Neighborhood Access Clinic building.
- 2. The County Chair shall be, and is hereby, authorized to execute a sublease amendment substantially in the form attached with the National College of Naturopathic Medicine in the Rockwood Neighborhood Access Clinic building leased by the County.

ADOPTED this 8th day of January, 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew Ryan, Assistant County Attorney

FIRST AMENDMENT TO SUBLEASE

DATED: December 3, 2003

BETWEEN: BOARD OF COUNTY COMMISSIONERS INC.
FOR MULTNOMAH COUNTY, **SUBLESSOR**

AND: NATIONAL COLLEGE OF NATUROPATHIC MEDICINE, AN OREGON
NON-PROFIT CORPORATION **SUBLESSEE**

Sublease dated January 22, 2002, Sublessee leased from Sublessor approximately 100 square feet of office space, approximately 16 square feet of storage space, and shared use of exam rooms, reception area and other common areas within the building located at 800 SE 181st Avenue, Portland, Oregon, 97233, hereinafter referred to as the "Building". By written notice to the County dated August 26, 2002 the Sublease was extended. Such documents are hereinafter referred to as the "Sublease". The Sublease expires November 30, 2003.

NOW, THEREFORE, the parties agree to amend this Sublease as follows:

A. Amended Terms And Conditions

Premises Description:

The existing Premises Description is deleted and the following provision is substituted:

One hundred seventeen (117) square feet of office space with a non-exclusive right to access the designated exam rooms, closet in the kitchen area, reception area and other common areas located at 800 SE 181st Avenue Portland, Oregon (the Building) as described and identified on the attached Exhibit A.

Section 2.1: Original Term

The existing Section 2.1 shall be deleted and the following provision substituted:

The Sublease shall be extended for an additional seven (7) months commencing December 1, 2003 and continuing through June 30, 2004.

Section 2.3: Renewal Option

The existing Section 2.3 shall be deleted and the following provision substituted:

2.3 Renewal Options.

(1) If the Sublease is not in default at the time the option is exercised or at the time the renewal term is to commence, Sublessee shall have the option to renew this Sublease for one (1) successive term of one year expiring June 30, 2005, subject to the following:

(a) The option may be exercised by written notice to Sublessor given not less than 90 days prior to June 30, 2004. The giving of such notice shall be sufficient to make the Sublease binding for the renewal term without further act of the parties.

(b) The renewal term shall commence on the day following expiration of the preceding term.

(c) The option to renew shall be valid only for the term the Master Lease is in full force and effect, and in the event the Master Lease is terminated for any reason, this Sublease shall terminate effectively the same date as the master lease, further there shall be no right of the Sublessee to hold over beyond any effective termination date.

(d) All provisions of the Sublease shall apply during the extended term, except that rent for the renewal period shall be equal to the last monthly rent of the preceding term increased by the percentage change over the years of the preceding term in the Consumer Price Index-Urban for Portland, Oregon, known as the Portland CPI-U, published by the U.S. Bureau of Labor Statistics.

(2) The Master Lease that provides these premises to the Sublessor expires August 31, 2005. If the Sublessor renegotiates a new lease and continues to occupy the space beyond 8/31/05, the Sublessor shall have the option to renew or extend the Sublease by written notice given to Sublessee not less than 60 days prior to June 30, 2005, so long as the Sublessee is not in default at the time such option is exercised. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties, but shall be subject to the following:

(a) The renewal term shall commence on the day following expiration of the preceding term.

(b) The option to renew shall be valid only for the term the Master Lease is in full force and effect, and in the event the Master Lease is terminated for any reason, this Sublease shall terminate effectively the same date as the master lease, further there shall be no right of the Sublessee to hold over beyond any effective termination date.

(c) All provisions of the Sublease shall apply during the extended term, except that rent for the renewal period shall be equal to the last monthly rent of the preceding term increased by the percentage change over the years of the preceding term in the Consumer Price Index-Urban for Portland, Oregon, known as the Portland CPI-U, published by the U.S. Bureau of Labor Statistics.

Section 3.1: Base Rent

The existing Section 3.1 shall be deleted and the following provision added:

Sublessee shall pay to Sublessor as base rent the sum of \$100 per month subject to Paragraph 4.2 (11) effective December 1, 2003. Rent shall be payable on the first day of each month in advance at the address for Sublessor first above stated or at such place as may be designated by Sublessor.

Section 3.3: Annual Adjustment To Rent

The Sublease shall be amended to add subsection 3.3 Annual Adjustment to Base Rent as follows:

Sublessor shall have the option to increase the base rent annually effective July 1st, by written notice to the Sublessee not less than 30 days before that date. The Sublessor will determine the rental increase based on changes in permitted use of the Subleased space as described in Paragraph 4.1 and 4.2 (11), or the percentage increase in the Consumer Price Index-Urban for Portland, Oregon, known as the Portland CPI-U, published by the U.S. Bureau of Labor Statistics, whichever is greater.

Section 4.2: Use of the Premises

The existing Section 4.2 (11) shall be deleted and the following provision substituted:

Meet with Sublessor's Rockwood Neighborhood Health Access Clinic representative once each year of the Sublease to review Sublessee's use of supplies provided by Sublessor. If supplies provided under this Sublease cost more than covered by the \$100.00 a month base rent fee, Sublessee will pay the difference as Additional Rent.

B. Remainder of Agreement

Except as expressly amended herein, all other terms of the Sublease shall remain in full force and effect and shall continue through the extended term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

SUBLESSOR:
BOARD OF COUNTY COMMISSIONERS INC. FOR
MULTNOMAH COUNTY, OREGON

Date: January 8, 2004

By:


Diane Linn, County Chair

SUBLESSEE:
NATIONAL COLLEGE OF NATUROPATHIC MEDICINE,
A NonProfit Corporation

Date: 15 December 2003

By: William J. Keppler, Presid
William Keppler PhD, President NCNM

Date: December 23, 2003

Reviewed By: Matthew O. Ryan
Matthew O. Ryan, Asst County Attorney

Floor Information

TOTAL COUNTY
OCCUPIED AREA
3654

Square Footage figures on this Tenant Map represent the occupied space of the various tenants.

Factors such as Load and Common Spaces are not represented.

The values do not align with the square footage assigned by the lease agreement.

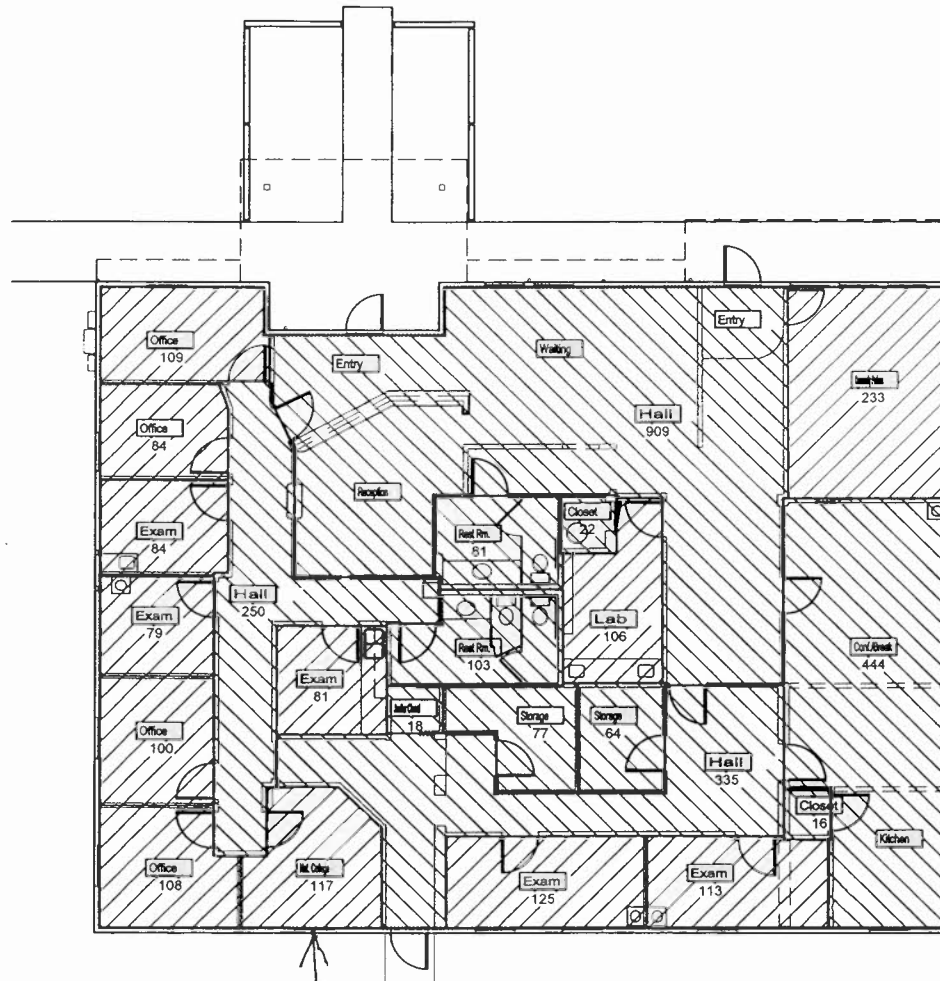
The Space Summary form will reconcile the occupied square footage figures with the lease figures

For BDMC Use Only

GMA	FCA
3654	2315
BCA	MVP
0	0
TCS	GBA
0	3760

NCS
0
(0.1% variance allowance)
- 4 in FCA
Control # 410

Rockwood Health Clininc - b454
800 Se 181st Avenue
Portland, OR 97233



March 2003
Bob Lilly

Main Floor

Measured by: Mary Nguyen
Date: 13-March-2003

Tenant Information

- ① L-31
Health - Clinic
409050
588 - Clinic
- ② L-31
Health - Office
409050
401 - General Use
- ③ R-6
Wallace Medical Concern
N/A
233 - General Use
- ④ R-48*
National College
N/A
117 - General Use

Common Areas are pink striped

