

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 07-144

Approving Amendments to Real Property Leases and Authorizing County Chair to Execute Further Lease Amendments with Hacienda Community Development Corporation at the Baltazar F. Ortiz Community Center, 6856 NE Killingsworth Street, Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County leases approximately 7,439 square feet from the Hacienda Community Development Corporation ("Hacienda") under two separate leases ("Leases"), in the Baltazar F. Ortiz Community Center, located at 6856 NE Killingsworth Street, Portland, Oregon ("Property"). Multnomah County operates La Clara Vista Family Resource Center and La Clinica programs at the Property.
- b. The terms of the original leases, entered into in March 2000, allowed for annual rent escalations at the Consumer Price Index (CPI). Hacienda has maintained the rent without increase since that time, although the CPI has increased twenty-one percent during County occupancy.
- c. In order to maintain prudent and stable property operation for the County and Hacienda, Facilities and Property Management Division has negotiated a new rate for both leases which provide for base rent increases of 5.5% in 2007 and 2008.
- d. Attached identified as Exhibits A and B are copies of the proposed lease amendments for the County occupied sites at the Property, that reflect the rent increase. All other terms and conditions of the Leases remain the same and in full force and effect.
- e. It is in the best interests of the County to amend the Property Leases on the terms and conditions set forth in Exhibits A and B.

The Multnomah County Board of Commissioners Resolves:

1. The lease amendments with Hacienda as proposed herein are approved.
2. The County Chair is authorized to execute lease amendments substantially in the form of the attached Exhibits A and B.
3. The County Chair is authorized to execute future amendments to the leases without further Board action.

ADOPTED this 16th day of August 2007.

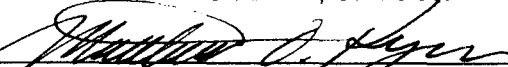


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management

EXHIBIT A

FIRST AMENDMENT TO LEASE July 1, 2007

BETWEEN: HACIENDA COMMUNITY DEVELOPMENT CORP LANDLORD
6856 NE Killingsworth St.
Portland, Oregon 97218-3320

AND: MULTNOMAH COUNTY TENANT
401 N. Dixon Street
Portland, OR 97227

By a Lease commencing March 1, 2000, Tenant leased from Landlord certain space in the facility known as La Clinica/Clara Vista Family Resource Center located at 6736 NE Killingsworth Street, Portland, Oregon 97218. The parties agree to amend the Lease as follows:

A. Amended Terms and Conditions:

Lease Page 5, Section 19.2, "Additional Rent-Cost-of-Living Adjustment" is amended by deletion in its entirety and substitution of the following: "Commencing July 1, 2007, Base Rent for the Premises is \$7,313.52 per month. On July 1, 2008, Base Rent shall increase by the greater of 5.5% or the CPI Inflator, as defined below. On July 1, 2009, the Base Rent shall increase by the CPI Inflator. The "CPI Inflator" is defined by a fraction, the numerator of which shall equal the CPI (as defined below) published for the month closest to June of the year for which the Base Rent will be adjusted on July and the denominator of which shall equal the CPI published for the same month in the year prior; provided, however, in no event shall the monthly Base Rent payable by Tenant following any such adjustment be less than the Base Rent payable by Tenant in the month immediately preceding the July 1 rent adjustment. The "CPI" shall mean the Consumer Price Index-Urban for Portland-Salem, OR-WA, known as the Portland CPI-U published by the Bureau of Labor Statistics of the United States Department of Labor. If such index is no longer published, the nearest comparable data on changes in the cost of living shall be used."

B. Remainder of Agreement

Except as expressly amended herein, all other terms and conditions of the Lease shall remain in full force and effect.

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.

For Landlord:

HACIENDA COMMUNITY DEVELOPMENT CORP

Date: _____

By: _____

For Tenant:

MULTNOMAH COUNTY, OREGON

Date: _____

By: _____
Ted Wheeler, Chair

Date: _____

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

EXHIBIT B

SECOND AMENDMENT TO LEASE

July 1, 2007

BETWEEN: HACIENDA COMMUNITY DEVELOPMENT CORP LANDLORD
6856 NE Killingsworth St.
Portland, Oregon 97218-3320

AND: MULTNOMAH COUNTY TENANT
401 N. Dixon Street
Portland, OR 97227

By a Lease commencing March 1, 2000, as amended, Tenant leased from Landlord certain space in the facility known as La Clinica/Clara Vista Family Resource Center located at 6736 NE Killingsworth Street, Portland, Oregon 97218. The parties agree to amend the Lease as follows:

C. Amended Terms and Conditions:

Lease Page 5, Section 19.2, "Additional Rent-Cost-of-Living Adjustment" is amended by deletion in its entirety and substitution of the following: "Commencing July 1, 2007, Base Rent for the Premises is \$5,458.21 per month. On July 1, 2008, Base Rent shall increase by the greater of 5.5% or the CPI Inflator, as defined below. On July 1, 2009, the Base Rent shall increase by the CPI Inflator. The "CPI Inflator" is defined by a fraction, the numerator of which shall equal the CPI (as defined below) published for the month closest to June of the year for which the Base Rent will be adjusted on July and the denominator of which shall equal the CPI published for the same month in the year prior; provided, however, in no event shall the monthly Base Rent payable by Tenant following any such adjustment be less than the Base Rent payable by Tenant in the month immediately preceding the July 1 rent adjustment. The "CPI" shall mean the Consumer Price Index-Urban for Portland-Salem, OR-WA, known as the Portland CPI-U published by the Bureau of Labor Statistics of the United States Department of Labor. If such index is no longer published, the nearest comparable data on changes in the cost of living shall be used.

D. Remainder of Agreement

Except as expressly amended herein, all other terms and conditions of the Lease shall remain in full force and effect.

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.

For Landlord: **HACIENDA COMMUNITY DEVELOPMENT CORP**

Date: _____ By: _____

For Tenant: **MULTNOMAH COUNTY, OREGON**

Date: _____ By: _____
Ted Wheeler, Chair

Date: _____ By: _____
Matthew O. Ryan, Asst. County Attorney