

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-002

Approving First Amendment to SubLease with Wallace Medical Concern 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 Wallace Medical Concern since December 1, 2000 for office space and shared use of exam rooms, reception and other common areas within the building on Monday and Wednesday evenings from 5pm to 11 pm to deliver more health services to uninsured residents of Multnomah County.
- c. The sublease to Wallace Medical Concern included three successive renewal options, the first of which was exercised to extend the sublease through November 30, 2003.
- d. The sublease to Wallace Medical Concern expired November 30, 2003, is currently in holdover period, and Wallace Medical Concern is not in default for their monthly rent.
- e. The County Health Department wishes to amend the Wallace Medical Concern sublease agreement in order to:
 - 1) extend the term of the sublease effective December 1, 2003 through June 30, 2005,
 - 2) to increase monthly rent charges from \$50 per month to \$100 per month retroactive to July 1, 2003,
 - 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 Wallace Medical Concern has stated its commitment to continue the sublease for 120 square feet of space from Multnomah County in the Rockwood Neighborhood Access Clinic at an increased rental payment of \$100 per month retroactive to July 1, 2003, and 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 weekdays, 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 Wallace Medical Concern at the Rockwood Neighborhood Access Clinic and it is in the public's interest to amend the sublease of space to Wallace Medical Concern to extend the lease for an additional term at a higher monthly rate.

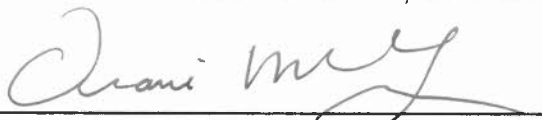
The Multnomah County Board of Commissioners Resolves:

- 1. Multnomah County shall approve the amendment to the sublease agreement between the Wallace Medical Concern and the County for 120 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 Wallace Medical Concern in the Rockwood Neighborhood Access Clinic building leased by the County.

ADOPTED this 8th day of January, 2004.

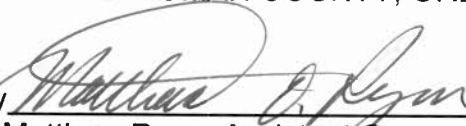


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew Ryan, Assistant County Attorney

FIRST AMENDMENT TO SUBLEASE

DATED: October 9, 2003

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

AND: WALLACE MEDICAL CONCERN, AN OREGON NON-PROFIT
CORPORATION **SUBLESSEE**

Sublease dated June 26, 2001, Sublessee leased from Sublessor approximately 120 square feet of office 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 November 27, 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 twenty (120) square feet of office space with a non-exclusive right to access to the designated exam rooms, 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 seventeen (17) months commencing December 1, 2003 and continuing through June 30, 2005.

Section 2.3: Renewal Option

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

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 not less than 60 days prior to the last day of the expiring sublease term 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.

- 1) 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 simultaneously.
- 2) All provisions of the Sublease shall apply during the extended term, except that rent for the renewal period shall be equal to the 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 July 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. Sublessee shall pay Sublessor ~~\$366~~ ^{\$1250 K~~84~~} for the period July 1, 2003 through November 30, 2003 in a lump sum by November 1, 2003. *ofm*

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: Restrictions on Use (11)

The existing subsection 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 per 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: 1-8-04

By: *Diane Linn*
Diane Linn, County Chair

SUBLESSEE:
THE WALLACE MEDICAL CONCERN, An Oregon Non-
Profit Corporation

Date: 12/9/03

By: *Kathy Hammock*
Kathy Hammock, Executive Director

Date: December 15, 2003

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

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 01-08-04
DEBORAH L. BOGSTAD, BOARD CLERK

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.

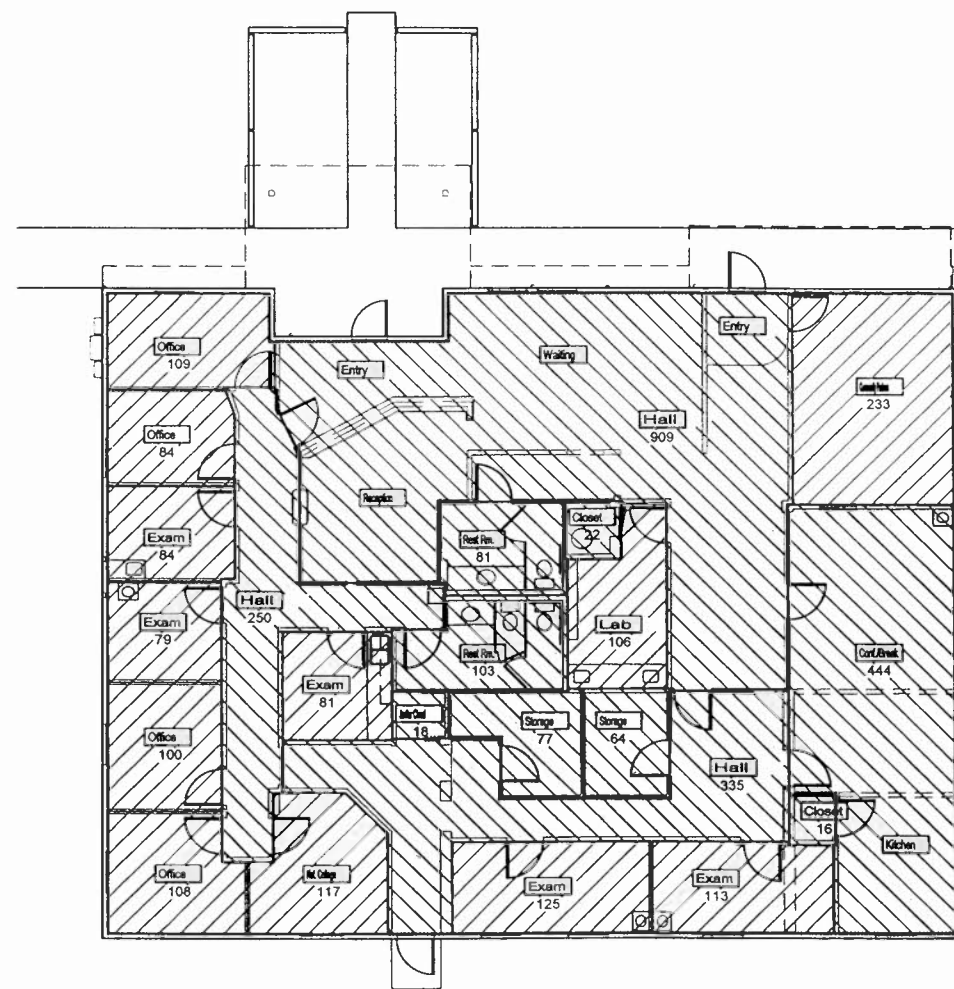
For BDMC Use Only

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 Clinic - b454
800 Se 181st Avenue
Portland, OR 97233

Tenant Information

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



Common areas are pink striped

March 2003
Bob Lilly

Main Floor

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

