

LEASE AGREEMENT  
BY AND BETWEEN COLUMBIA HEALTH SERVICES AND  
COLUMBIA COUNTY, OREGON

THIS LEASE AGREEMENT is by and between COLUMBIA COUNTY (hereinafter referred to as "Lessor" or "County"), and COLUMBIA HEALTH SERVICES (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor owns property at 2370 Gable Road, St. Helens, Oregon, which consists of a main clinic building, an annex building and a parking lot;

WHEREAS, Lessor contracts with Lessee for the performance of certain public health services, and the contract includes a license that allows Lessee to use the property at no charge for public health purposes;

WHEREAS, Lessee's contract, and consequently its license to use the property, will terminate on June 30, 2022;

WHEREAS, Lessor has leased the main clinic building to the St. Helens School District for use as a temporary school based health center until construction of the district's school based health center on the St. Helens High School campus is complete;

WHEREAS, Lessee is the medical sponsor for the St. Helens school based health center and desires to continue to use the annex building for office space to support its work for the school based health center;

WHEREAS, the parties therefore desire to enter into this Lease Agreement to provide for Lessee's continued use of the annex building following termination of its contract with Lessor;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations herein, the parties hereby agree, as follows:

1. Space Leased. Lessor hereby leases to Lessee the following described space:

The annex building at 2370 Gable Road, St. Helens, Oregon (the "Premises"), as depicted in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Purpose. The purpose of this Lease Agreement is to provide office space for Lessee to support its work for the St. Helens School Based Health Center until permanent clinic space is constructed on the St. Helens High School campus.

3. Term. This Lease Agreement shall begin June 30, 2022, and shall terminate on May 31, 2023, or until such time as Lessee no longer serves as the medical sponsor for the St. Helens School Based Health Center on the property. Lessee shall have the option to renew this Lease Agreement for an additional three (3) months, if construction of the permanent clinic is not complete. In order to exercise this option, Lessee shall notify Lessor of its intent to renew the Lease Agreement at least one month prior to expiration of the original term of this Lease Agreement.

4. Rent. Lessee shall pay rent to the Lessor in the amount of One Dollar (\$1.00) per month being due and payable in full within thirty (30) days of the termination of this Lease Agreement.

5. Utilities. Lessee shall be responsible for paying all charges for gas, electricity, telephone, internet and water used on the property. Lessee may collect from the St. Helens School District the district's proportionate share of utilities based on square footage of occupied space, or as otherwise agreed between Lessee and the St. Helens School District.

6. Quiet Enjoyment. For as long as Lessee shall not be in default of any term of this Lease Agreement, Lessee shall be entitled to the quiet enjoyment of the premises without any interruption by the Lessor or any person claiming under the Lessor.

7. Legal Purposes. The Lessee will not use or permit the premises to be used for any illegal or improper purposes.

8. Non-assignment. Lessee shall not sublet or assign this Lease Agreement nor any part thereof without the written consent of the Lessor, which consent shall not be unreasonably withheld as long as it remains consistent with the purpose of this Lease Agreement.

9. Interior of Premises. Lessee shall, during the term of this Lease Agreement, keep the interior of the premises, and all windows, doors, fixtures, interior walls, pipes, and other appurtenances, in good and substantial repair and in clean condition, damage by fire or storm or Act of God excepted. Lessee shall exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the premises used in common with other tenants in said building which may be necessary for the preservation of the premises. Lessee shall permit the Lessor or Lessor's officers, agents or employees, upon 24 hours' notice to Lessee, to enter into the premises and inspect the conditions thereof, and make such repairs as may be necessary; and will at the expiration of this Lease Agreement, without demand, quietly and peaceably deliver up the possession of the said premises in good state and condition, damage or destruction by fire or storm or Act of God excepted.

10. Lessee Improvements, Repairs and Alterations. Lessee shall provide specific plans for improvements to Lessor for approval before any work commences. Lessor's approval shall not be unreasonably denied. Except as provided herein, or by law, no improvements, repairs, or alterations shall be done by Lessee without Lessor's prior consent. Lessee agrees to pay all costs resulting from approved Lessee Improvements. Lessee is responsible to pay the

Lessor any costs associated with restoring alterations to the condition at the time of move-in, except for reasonable wear and tear. Lessee shall keep the premises which are leased for Lessee's exclusive use in good order and condition. Lessee will reimburse Lessor for the cost of repair incurred by Lessor for damage caused by the negligent or intentional acts or any breach of this Lease Agreement by Lessee.

11. Exterior of Premises. Lessee shall, during the term of this Lease Agreement, keep all the external parts of the premises in good repair. In case the said building and premises, or any part thereof, shall at any time be destroyed or so damaged by fire or storm or Act of God as to render same unfit for occupation or use, Lessor shall have the option to terminate this Lease Agreement, or to repair and rebuild the premises.

12. Insurance. Lessor shall, at all times during this Lease Agreement, insure the real property for property damage, such as by fire, storm or Act of God, and maintain insurance for its potential liability with regard to the premises. Lessee shall insure its personal property located on the premises, and maintain insurance for its potential liability with regard to the premises.

13. Indemnification. Lessee shall indemnify, defend and hold Lessor, its officers, agents, and employees harmless from all claims, liability, and expenses, including but not limited to attorney and other professional fees, for injury to persons, loss of life, or damage to property arising out of the Lessee's exercise of its rights hereunder, except to the extent caused by Lessor, its officers, agents or employees. Lessor shall indemnify, defend and hold Lessee, its officers, agents, and employees harmless from all claims, liability, and expenses, including but not limited to attorney and other professional fees, for injury to persons, loss of life, or damage to property arising out of the Lessor's exercise of its rights hereunder, except to the extent caused by Lessee, its officers, agents or employees. This section is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution and ORS 30.260 to 30.300, the Oregon Tort Claims Act (as interpreted by Oregon and federal courts),

14. Termination. This Lease Agreement may be terminated at any time upon the mutual consent of both parties. Lessor may terminate this Lease immediately if Lessee is in default of the Lease Agreement and fails to cure such default within 30 days after receiving written notice of such default from Lessor. Lessee may terminate this Lease Agreement upon 30 days written notice to Lessor if the Premises is no longer needed for school based health center purposes. Lessee may terminate this Lease Agreement immediately if the premises are destroyed or substantially damaged by fire, storm or Act of God, so as to render the premises unfit for the purpose of this Lease Agreement.

15. Local Budget Law. This Lease Agreement is subject to the Local Budget Law of the State of Oregon and is contingent upon funds being appropriated therefor. Neither party shall be required to perform any acts or make any payments which would be contrary to the laws and Constitution of the State of Oregon.

16. Notices. Any notice required to be given under this Lease Agreement shall be made

to the following persons by first class mail or by electronic mail at the following addresses:

FOR LESSOR:  
Mike Paul, Public Health Director  
Columbia County  
230 Strand Street  
St. Helens, OR 97051  
[michael.paul@columbiacountyor.gov](mailto:michael.paul@columbiacountyor.gov)

FOR LESSEE  
Sherrie Ford, Director  
Columbia Health Services  
PO Box 995  
St. Helens, OR 97051  
[sford@columbia-health.org](mailto:sford@columbia-health.org)

Addresses for notices may be changed from time to time by written notice to the other party.

17. Debt Limitation. This Agreement 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.

18. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Neither Lessor, Lessee, nor any agent or employee of Lessor or Lessee have made any representations or promises other than those set forth herein.

In witness whereof, the undersigned Lessor and Lessee acknowledge having read and understood the terms of this Lease Agreement.

FOR LESSOR:  
Columbia County Board of County  
Commissioners

FOR LESSEE:  
Columbia Health Services

By:   
Henry Heimuller, Chair

By:   
Sherrie Ford, Director

Date: 06/29/2022

Date: June 15, 2022

Approved as to form  
By:   
Office of County Counsel



**PRELIMINARY SITE PLAN**  
SCALE: 1" = 10'



DATE: 07/10/2020  
PRELIMINARY  
NOT  
FOR CONSTRUCTION

REV	REVISION RECORD	DATE



St. Helens, Oregon  
304.950.1400

PROJ. NO.	3067	PRELIMINARY SITE PLAN
DWG. BY	BMK	CC PUBLIC HEALTH BUILDING REPLACEMENT
APPR. BY		COLUMBIA COUNTY
FILE	D-3067-C-1	DATE 07/24/2020

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