

C9-2022-1

AMENDMENT 1 TO LEASE AGREEMENT
BY AND BETWEEN ST. HELENS SCHOOL DISTRICT AND
COLUMBIA COUNTY, OREGON

This Amendment 1 is to the Lease Agreement by and between COLUMBIA COUNTY (hereinafter referred to as "Lessor" or "County"), and the ST. HELENS SCHOOL DISTRICT (hereinafter referred to as "Lessee"), dated February 9, 2022 (hereinafter referred to as "Lease").

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 (the "Property"); and

WHEREAS, the St. Helens School District leases the Property for purposes of operating its school-based health center during construction of its school-based health center on the St. Helens High School campus; and

WHEREAS, the Lease expires on August 31, 2024, and Lessee has the option to renew the Lease Agreement for an additional three (3) months, if construction of the permanent clinic is not complete; and

WHEREAS, Lessee has notified Lessor that construction of its on-campus school-based health center will not be completed by November 31, 2024, and Lessee desires to extend the lease until August 31, 2025;

AGREEMENT

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

1. Amendment. The Lease is amended as follows:

1.1 Section 3, Term is amended to extend the Lease to August 31, 2025. There shall be no option to renew.

1.2 Section 9, Interior of Premises, is amended to read as follows:

"Lessee is responsible for all maintenance and repairs to the premises including its' plumbing, mechanical, and electrical systems. For the purposes of this provision repair shall include the replacement of any element of these systems where the cost for such replacement of that individual element does not exceed \$20,000.

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.

1.3. Section 16, Notices, is amended to substitute for Lessor the following representative:

Jaime Aanensen, Director of Public Health
Columbia County Department of Public Health
230 Strand Street
St. Helens, Oregon 97051
503-397-7232
Jaime.aanensen@columbiacountyor.gov

- 2. Except as expressly amended herein, the Lease shall remain in full force and effect.
- 3. This Amendment 1 is effective on the date last signed, below.

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:
St. Helens School District

By: 
Casey Garrett, Chair

By: 


Date: 8/14/2024

Name: Scot A. Stockwell

Title: Superintendent

Date: 8-7-24

Approved as to form

By: 
Office of County Counsel