

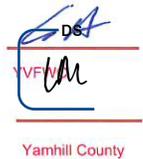
LEASE AGREEMENT
Yamhill County / Yakima Valley Farm Workers Clinic
McMinnville, Oregon Office

THIS LEASE AGREEMENT ("Lease") is made the last date set forth adjacent to the signatures of the parties below between Yamhill County, a political subdivision of the State of Oregon ("Lessor" in this agreement) and the Yakima Valley Farm Workers Clinic, a Washington nonprofit corporation, DBA the Women, Infants and Children Nutrition Program (WIC), mailing address PO Box 190, Toppenish, Washington 98948 ("Lessee" in this agreement). Based on the mutual covenants set forth below, the parties agree as follows:

Section 1 Demised Premises.

Lessor leases to Lessee the following described property located in the City of McMinnville, State of Oregon:

Office space of approximately 1,304 square feet located within the Yamhill County Health Center, 412 N. Ford, McMinnville, Oregon
Offices/rooms: 129, 131, 132, 135, 136.1, 136.2, 140, ~~141~~ and 142. Kitchen and restroom 130 will be shared with Yamhill County staff



DS
YVFW
Yamhill County

as such space is further described on Exhibit A, attached hereto and incorporated herein by this reference, referred to herein as the "Leased Premises".

Section 2 Term and Cancellation; Replacement of Prior Lease.

The term of this Lease is October 24, 2023, through October 23, 2025, unless otherwise terminated or extended as provided herein. Either party may cancel this Lease without cause on 270 days advance written notice or with cause on 90 days advance written notice. The parties acknowledge and agree that (i) a default by Lessee as provided under Section 18, (ii) abandonment by Lessee under Section 19, (iii) a loss of funding by Lessor such that Lessor, in its reasonable discretion, concluded that it was in the public interest to terminate the Lease, or (iv) the inability of Lessor and Lessee to agree upon a renegotiated rental rate under Section 3 would each individually be a sufficient cause for termination. It is understood that new office space is being developed at 310 NE Kirby, McMinnville, Oregon; the lease for that property will replace this lease.

Section 3 Rent.

A. Subject to subparagraph (B) and (C) of this section, Lessee agrees to pay, without demand, to Lessor as rent for the Leased Premises the sum of \$1,576.66 per month per Exhibit B "WIC Rent Calculations" for the period October 24, 2023, through October 23, 2025. The previous lease is memorialized in Yamhill County Records as BO 19-115. Beginning July

1, 2025, rent shall be renegotiated to reflect the then current allocation of FTE between Lessor and Lessee in accordance with applicable federal guidelines, rules, regulations or circulars, and to remain in compliance with applicable cost allocation rules and regulations. Rent shall be due each month no later than the 15th day of the month. Rent shall be sent to Yamhill County Public Health, Attention: HHS Accounts Receivable Clerk, 412 N. Ford, McMinnville, Oregon 97128.

B. If additional space becomes vacant and available during the term of the Lease at the sole discretion of Lessor, Lessee may elect to expand the Leased Premises to include additional space. In such an event, the Rent will be increased based on the additional cost per square foot for the existing space as previously negotiated by the parties to arrive at the Rent stated in subsection (A). The Lessee may also elect to decrease the Leased Premises by up to two offices without renegotiating the Lease. In such an event, the Rent would be decreased based on the reduced cost per square foot for the remaining space.

Section 4 Quiet Enjoyment.

Lessor covenants that on paying the Rent and performing the covenants contained in this Lease, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the agreed term.

Section 5 Use of Premises: Access.

The Leased Premises shall be used and occupied by Lessee exclusively as a community health clinic and reasonably related accessory uses. Neither the Leased Premises nor any part of the building of which the Leased Premises are a part shall be used at any time during the term of this Lease by Lessee for any other business purpose, profession, or trade of any kind, or for any other purpose without the express prior written consent of Lessor, which Lessor may grant in its sole reasonable discretion. Notwithstanding anything to the contrary in this section, Lessee shall not conduct any activity in, on or around the Leased Premises that is prohibited by Lessor.

Lessor and Lessee will share a common waiting room. Adequate chairs for all clients including WIC will be provided. The designated suite space will be shared with Lessor Maternal Child Health Home Visiting program staff. Any changes to the occupancy of the waiting room or shared suite made by the Lessor must be reviewed and approved by the lessee 60 days prior to change.

The main entrance door signage will be changed to reflect WIC services are now in the building. The change in signage will be paid for by Lessor.

All designated patient parking will be shared with clients as first choice. Prior to WIC occupancy, Yamhill County's Department of Health parking lot will be changed to client parking only with new signage reading "Health Department & WIC Client Parking Only".

WIC staff will have access to schedule use of the conference room for classes and meetings. WIC is allocated 10% of the conference room schedule for its use.

Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Leased Premises; provided, however, that Lessee shall not be obligated to make structural changes to the Leased Premises under this paragraph.

Lessee shall be given access to the Leased Premises and certain common areas through the use of Lessor's key-card system. Lessee shall be responsible for all issued key-cards. Lessee agrees to immediately report the loss, theft or destruction of any issued key-card to Lessor. Failure to immediately report such loss, theft or destruction could result in further liability of Lessee for any injury, loss or damage to persons or property that can reasonably be traced to the missing key-card. There is no cost to replace the key.

Section 6 Number of Occupants.

Lessee agrees that the Leased Premises shall be occupied by no more than allowed by the fire marshal.

Section 7 Condition of Leased Premises.

Lessee stipulates that Lessee has examined the Leased Premises, including the grounds and all buildings and improvements of which the Leased Premises forms a part, and that they are, at the time of this Lease, in good order, good repair, clean, and tenantable condition.

Section 8 Assignment and Subletting.

A. Without the prior, express, and written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Leased Premises or any part of the building of which the Leased Premises forms a part. Lessor shall not unreasonably withhold, condition or delay consent to an assignment or sublet by Lessee.

B. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license.

C. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, be just cause for termination of this Lease.

Section 9 Alterations and Improvements.

A. Lessee shall make no alterations to the Leased Premises or the building of which the Leased Premises forms a part, nor shall Lessee construct any building or make any other improvements to the Leased Premises without the prior, express, and written consent of Lessor.

B. All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by Lessor or Lessee, with the exception of fixtures removable without damage to the Leased premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Leased Premises at the expiration or earlier termination of this Lease.

Section 10 Damage to Premises.

Lessee, at Lessee's sole cost, shall promptly repair any damage to the Leased Premises or the building of which the Leased Premises forms a part caused by the intentional or negligent act or failure to act of Lessee's officers, employees, contractors, subcontractors, agents, assigns, clients, invitees or persons in Lessee's charge.

Section 11 Dangerous Materials.

Lessee shall not keep or have on the Leased Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Section 12 Utilities; electronic devices; telephones.

The Rent includes Lessee's share of utility services and expenses including electrical, heating and cooling, water, garbage, janitorial and telephone. Provided, however, that Lessee shall be responsible for all costs arising from or relating to providing internet other electronic communication services (besides local telephone service) to the Leased Premises. Lessor shall provide an agreed upon amount of space in the attic of the building of which the Leased Premises forms a part for the installation and operation by Lessee of any equipment or related electronic communication devices. The costs of all such equipment, its installation maintenance, repair and/or replacement shall be Lessee's sole responsibility.

Section 13 Maintenance and Repair.

A. Lessor shall be responsible for normal and ordinary building maintenance including but not limited to routine janitorial, spot cleaning, window washing, carpet cleaning, painting of interior and exterior surfaces and changing light bulbs during the entire term of this Lease. All other maintenance and/or repair of the Leased Premises shall be at Lessee's sole cost and expense. A cleaning schedule for the building exists. General cleaning such as vacuuming,

emptying garbage cans and cleaning restrooms happens on a daily basis. Other tasks take place on weekly, bi-weekly, monthly and annual basis.

B. Major maintenance and repair of the Leased Premises not due to Lessee's or Lessee's misuse, waste, or neglect, or not due to the misuse, waste or neglect of Lessee's officers, employees, contractors, subcontractors, agents, invitees, clients, charges or visitors, shall be the responsibility of Lessor or Lessor's assigns. Major maintenance and repair of the Leased Premises due to Lessee's or sublessee's misuse, waste, or neglect or that of Lessee's or sublessee's officers, employees, contractors, subcontractors, agents, invitees, clients, charges or visitors, shall be the responsibility of Lessee or Lessee's assigns. County Facility Maintenance is responsible for maintenance and repair needs including light bulb replacement, snow/ice removal, etc., on an as needed basis.

C. Lessee agrees that no signs shall be placed or painting done on or about the Leased Premises by Lessee or at Lessee's direction without the prior, express, written consent of Lessor.

Section 14 Animals.

Lessee shall keep no domestic or other animals on or about the Leased Premises without the prior, express, and written consent of Lessor.

Section 15 Right of Inspection.

Lessor and Lessor's officers, employees, contractors, subcontractors or agents shall have the right at all reasonable times during the entire term of this Lease to enter the Leased Premises for the purpose of inspecting the Leased Premises and all building and improvements on the Leased Premises.

Section 16 Holdover by Lessee.

Should Lessee remain in possession of the Leased Premises with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this Lease, but shall be terminable on 15 days written notice served by either Lessor or Lessee on the other party. Any option to renew a 5 year lease will be negotiated by both parties.

Section 17 Surrender of Premises.

At the expiration of the Lease Lessee shall quit and surrender the Leased Premises in as good state and condition as they were at the commencement of this Lease, reasonable use and wear excepted.

Section 18 Default.

If any default is made in the payment of rent, or any part of the rent, at the times specified in this Lease, or if any default is made in the performance of or compliance with any other term or condition of this Lease, the Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the Leased Premises and remove all persons and property from the Leased Premises. Lessee shall be given written notice of any default or breach. Termination and forfeiture of the Lease shall not result if, within 15 days from receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

Section 19 Abandonment.

A. If at any time during the term of this Lease, Lessee abandons the Leased Premises or any part of the Leased Premises, Lessor may, at Lessee's option, enter the Leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at Lessor's discretion, as agent for Lessee, relet the Leased Premises, or any part of the Leased Premises, for the whole or any part of the then unexpired term of this Lease, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting.

B. If Lessor's right of re-entry is exercised following abandonment of the Leased Premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Leased Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

Section 20 Property Tax Exemption; Taxes.

A request for an exemption from ad valorem property taxes shall be the sole and exclusive responsibility of Lessor. The Rent payable under this Lease shall not be changed if Lessor does not obtain an exemption. All other applicable taxes shall be the responsibility of Lessee.

Section 21 Insurance.

Lessor shall obtain fire and property damage insurance on the building of which the Leased Premises forms a part, but not on Lessee's contents. Lessee shall name Lessor as a named insured under its comprehensive general liability insurance policy. Lessee agrees to obtain worker's compensation insurance for all its subject workers working at the Leased Premises. Lessee further agrees that in the event of a sublease Lessee shall require any sublessee

to obtain worker's compensation insurance for all its subject workers working at the Leased Premises.

Section 22 Binding Effect.

The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal representatives, and assigns of the parties, and all covenants are to be construed as conditions of this Lease.

Section 23 Governing Law.

It is agreed that this Lease shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between Lessor and Lessee that arises from or relates to this Lease shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. LESSEE, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 24 Time of the Essence.

It is specifically declared and agreed that time is of the essence of this Lease.

Section 25 Arbitration.

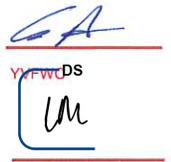
Any dispute between the parties to this Lease shall be resolved by arbitration conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2001 replacement part. The decision of the arbitrator shall be final and binding on the parties.

Section 26 Attorney Fees and Costs.

In the event that either party to this Lease shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Lease, each party shall be wholly responsible for its own expenses which it may reasonably incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 27 Entire Agreement.

This Lease ~~and the Business Associate Agreement (Exhibit C)~~ shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.



YFWD DS
Yamhill County

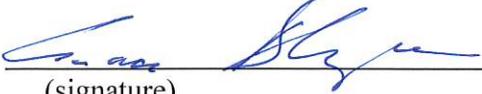
Section 28 Modification of Agreement.

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

In witness whereof, each party to this Lease has caused it to be executed at McMinnville, Oregon on the date set forth adjacent to the signatures of the parties below.

Indemnification Clause: Tenant shall indemnify and defend Landlord from any claim, loss or liability arising out of or related to any activity Tenant on the leased premises or any condition of the leased premises is in the possession or under control of the Tenant. Tenant shall not be obligated to indemnify Landlord of any injury or damage resulting from the sole negligence of Landlord or Landlord's failure to perform under this lease.

LESSEE

By: 
(signature)
Yakima Valley Farm Workers Clinic
Date: 3/28/24

Grace Almagneur
(printed name)

CFO
(title)

Tax ID No.: 91-1019392

LESSOR

DocuSigned by: **LESSOR**

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LINDSAY BERSCHAUER, Chair
Board of Commissioners
Date: 5/9/2024

DocuSigned by:

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LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: 5/9/2024

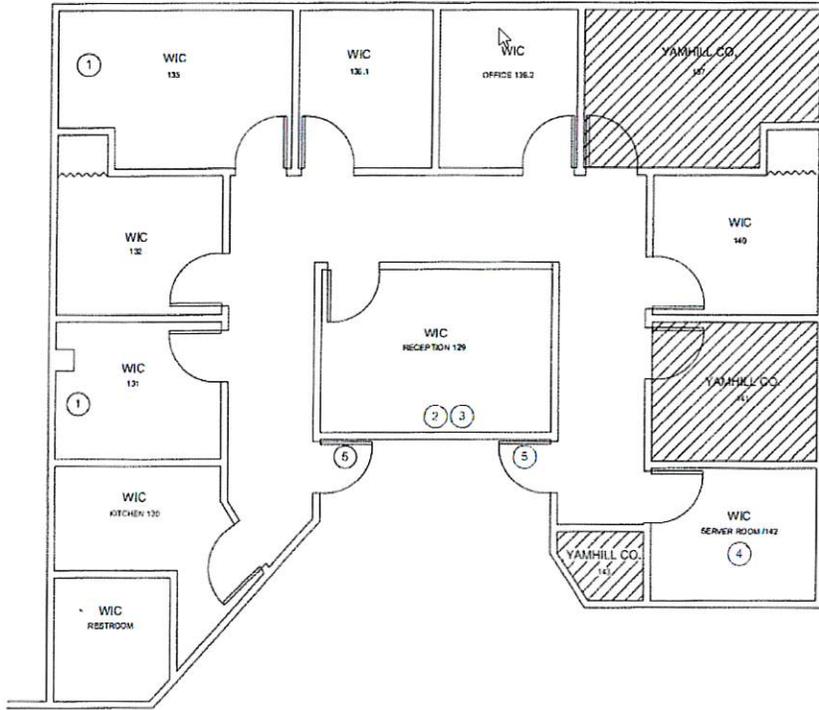
FORM APPROVED BY:
DocuSigned by:

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CHRISTIAN BOENISCH
County Counsel
Date: 5/20/2024

Approved by the BOC on: 5/9/24

via Board Order No.: 24-131

EXHIBIT 'A'
MCMINNVILLE WIC



SHEET NOTES:

- ① INSTALL ADA COMPLIANT SINK
- ② INSTALL TWO RECEPTION WINDOWS WITH TRANSACTION COUNTERS AND LOCKABLE WINDOWS. ONE RECEPTION WINDOW MUST BE ADA COMPLIANT. EACH WINDOW MUST OPERATE/LOCK SEPARATELY.
- ③ RELOCATE EXISTING PANIC BUTTON TO RECEPTION COUNTER - PANIC BUTTON MUST BE FUNCTIONAL.
- ④ SERVER ROOM: REMOVE EXISTING CARPETING AND EITHER INSTALL STATIC DISSIPATED VCT OR REMOVE ALL ADHESIVE/DEBRIS AND LEAVE BARE/CLEAN CONCRETE FLOOR. INSTALL (1) SHEET OF 4'X8' PAINTED PLYWOOD ON WALL. SEE EXHIBIT 2 FOR SERVER ROOM AND DATA CABLING SPECIFICATIONS.
- ⑤ INSTALL 6'X30" VISION LIGHTS IN WAITING ROOM DOORS

GENERAL NOTES:

1. INSTALL ADA COMPLIANT DOOR HARDWARE ON ALL DOORS WITH EXCEPTION TO SERVER ROOM 142. DOOR HARDWARE FOR ROOM 129 MUST BE LOCKABLE AND KEYS GIVEN TO WIC STAFF. LESSEE WILL PROVIDE AND INSTALL DOOR HARDWARE FOR SERVER ROOM 142.
2. ALL OFFICES/ROOMS WITH EXCEPTION TO SERVER ROOM (OFFICE 142) TO BE REPAINTED.
3. HAVE CARPET CLEANED IN ALL OFFICES/ROOMS. OFFICES/ROOMS WITH SHEET VINYL FLOORING, HAVE FLOORING STRIPED AND WAXED.

Exhibit B - WIC rent space calculations - 2023					
space description	dimensions	sq ft	% used		
room 129	(10.5*13.67)	143.54	100%	143.54	
room 131	10*8.417	84.17	100%	84.17	
room 132	(8.417*10)+(3*2.5)	91.67	100%	91.67	
room 135	(14*9.33)-(3*2.5)	123.12	100%	123.12	
room 136 (.1 & .2)	16.5*9.33	153.95	100%	153.95	
room 137	(14*9.33)-(3*2.5)	123.12	0%	-	
room 140	(8.417*10)+(3*2.5)	91.67	100%	91.67	
room 141	10*8.417	84.17	0%	-	
room 142	(8.1*10)	81.00	100%	81.00	
closet 143	(5.417*4.25)-.5*(3*3)	18.52	0%	-	
	office subtotal	994.92		769.11	
halls	(20.167*5.417)+(5.417*13.67)	183.30	77.3%	141.69	% used is WIC offices divided by all office space (no halls/bathroom) in horseshoe area
room 130 with bathroom	(13.5*14)-(.5*10*8.417)-(4*4)	130.92	77.3%	33.40	
conf room	(18.75*16.825)	315.47	10%	31.55	
shared bathrooms	317.3	317.30	12%	39.27	
shared lobby	650.6	650.60	12%	80.52	
	TOTAL WIC SPACE			1,095.54	total sq. ft
				1.44	monthly rent + maintenance per sq. ft. per budget instructions
	35.4 PH FTE			\$ 18,919.92	annual cost WIC
	5 WIC FTE			\$ 1,576.66	monthly cost
	40.4 Total FTE				
	12% % of public restrooms and lobby area to assign to WIC				