

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 19 day of April, 2022, by and between the SENIOR CITIZEN'S OF SWEET HOME, INC. (also known as the Senior Center of Sweet Home), a private nonprofit corporation, hereafter called the CENTER, and the OREGON CASCADES WEST COUNCIL OF GOVERNMENTS, hereafter called Council of Governments (Meals on Wheels Program).

WHEREAS, the CENTER is the lessee, from the City of Sweet Home for the Jim Riggs Community Center building at 880 18th Avenue, Post Office Box 803, Sweet Home, Oregon, 97386.

WHEREAS, the CENTER desires to lease to the Council of Governments, and the Council of Governments desires to lease from the CENTER certain portions of said building for the operation of the Meals on Wheels Program, a food and nutrition program for the elderly.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Leased Premises – The CENTER does hereby lease and let unto the Council of Governments the following portions of the Sweet Home Jim Riggs Community Center at 880 18th Avenue, Sweet Home, Oregon, 97386: Period 1 – July 1, 2022 to June 30, 2023; Period 2 – July 1, 2023 to June 30, 2024. The Meals on Wheels Program use, and time of use will occur during the following times:

A. Kitchen and Equipment – Use during Monday, Tuesday, and Friday from 8 a.m. to 1:30 p.m.

The Kitchen and Equipment is shared with the Boys and Girls Club during the summer months and other non-school days.

B. Dining Area – Use during Monday, Tuesday, and Friday from 8 a.m. to 1:30 p.m. Included is the use of space and equipment (tables and chairs). The Kitchen and Equipment is shared with the Boys and Girls Club during the summer months and other non-school days.

C. Kitchen Storeroom - One of the three storerooms in the kitchen designated for the Meals on Wheels Program. Storeroom to be locked and key assigned to the Meals on Wheels Program Sweet Home Site Manager.

D. Office Space – A shared office space will be provided for the Meals on Wheels Program Sweet Home Site Manager. A phone jack and computer plug-in will be available to the assigned space. All office equipment will be supplied by and at the expense of the Council of Governments. The phone jack will be a separate line and will be paid for by the Council of Governments. Use of the office space will be Monday, Tuesday, and Friday. Most of the time in the office will be from 1:30 p.m. until 3:00 p.m., but some use may occur between 8:30 and 1:30 p.m.

E. Use of Leased Space by Other Food Programs or Senior Center Members – Other users shall not interfere with the use on Monday, Tuesday, and Friday of the kitchen and dining room by the Council of Governments' Meals on Wheels Program. Should a conflict occur between schedules of the Meals on Wheels Program and the Boys and Girls Club use of the facilities, the kitchen facilities shall be shared and the Boys and Girls Club will utilize the east dining hall area for seating.

2. Term – The term of this Lease shall begin on the day and year written above and shall continue for the space of Two years as stated above.

3. Renewal – Mutually negotiated terms shall be finalized 60 days prior to the termination of this lease agreement on June 30, 2022 for future extensions of this lease agreement.

4. Rent – The Council of Governments shall pay to the CENTER for rent of the leased space and kitchen equipment the sum of \$300.00 per month of use during lease Period 1 (July 1, 2022 to June 30, 2023); and \$325.00 per month during lease Period 2 (July 1, 2023 to June 30, 2024). Rent shall be paid for each month on the first day of that month.

5. Use – The Council of Governments shall use and occupy the premises leased hereunder solely for the purpose of operation of Meals on Wheels Program, a food and nutrition program for the elderly and disabled persons who qualify. Operation of the Meals on Wheels Program includes the packaging and service of congregate and home delivered meals as well as various types of education and entertainment around the mealtime. Occasionally, other activities, such as fund raisers, may be held with the consensus of the CENTER and other parties who use the kitchen and dining space of the Center.

6. Assignment – The Council of Governments shall not assign this Lease or any interest here under and shall not permit any assignment hereof by operation of law without the express written consent of the CENTER.

7. Subleasing – The Council of Governments shall not further sublease any portion of the premises.

8. On Site Management – The Council of Governments, through its designee, the Meals on Wheels Program Site Manager, shall be responsible for the day-to-day management of the Meals on Wheels Program. Any conflicts that arise between the participants in the Meals on Wheels program, accidents, or incidents which arise therefrom, shall be managed by and be the responsibility of the Council of Governments.

9. Council of Governments' Cleaning Responsibilities – The Council of Governments shall be responsible for the following cleaning:

- A. Clean the kitchen equipment and counter areas in the kitchen and serving area after each use by the Council of Governments Meals on Wheels Program.
- B. Sweep the kitchen and dining area as needed to keep free of crumbs and dropped food or materials. Damp mop any spilled food or beverages. Dispose of trash that has accumulated each day during use.
- C. Clean and sanitize the dining tables and counter areas after each use. Clean any crumbs or spilled food from the chairs.
- D. Keep the storeroom in a clean, orderly, safe, and sanitary manner.
- E. Leave the kitchen and dining area clean and sanitary for the next user.

10. Center's Cleaning Responsibilities –

- A. Have the kitchen and dining areas clean and sanitary when the Council of Governments arrives to begin the Meals on Wheels Program each serving day.
- B. Have the public rest rooms clean and well stocked.
- C. Have the kitchen and dining room wet mopped on a periodic basis in order to maintain a sanitary and healthful environment in which to prepare and serve food.

11. Council of Governments Equipment Responsibilities –

- A. The CENTER shall provide all utensils, dishes, pots, pans, and other small equipment used in the preparation, packaging, and service of its meals with the understanding that all of the above will be thoroughly cleaned, sanitized, and replaced in proper storage areas after use by the Meals on Wheels Program.
- B. Repair damage due to the negligence or abuse by the Meals on Wheels Program personnel and/or volunteers (see paragraph 13).
- C. Notify the CENTER of needed repairs or maintenance of equipment owned by the CENTER in a timely manner (see paragraph 13).
- D. The Council of Governments may, at its option and own cost, with approval of CENTER Executive Director, make repairs of an emergency nature necessary to prevent disruption of its Meals on Wheels Program services.

12. Center's Equipment Responsibilities – The CENTER shall be responsible for seeing that the following equipment and equipment maintenance and repair are carried out:

A. All equipment in the center, including, but not limited to, heating, ventilation, hot water, plumbing and drainage systems, cooking and dish-washing equipment will be maintained and repaired in a timely manner, so as to avoid safety and health hazards. Equipment, in the kitchen and dining area, is to be repaired and maintained to avoid disruption in meal services.

13. Allocation of Repair Costs – There will be no cost for maintenance of kitchen equipment to the Council of Governments EXCEPT in the case of equipment misuse due to the negligence or abuse by the Meals on Wheels Program personnel and/or volunteers. The Meals on Wheels Program Site Manager will train the staff and volunteers on the proper use and storage of the kitchen equipment, and that the supervisor will verify the kitchen equipment is in working order at the beginning of the Meals on Wheels Program activities in the building. If the Site Manager finds problems with the kitchen equipment before the start of his/her usage time he/she shall notify the Sweet Home Senior Center Executive Director immediately to assess the equipment damage and the needed repair requirements. The Council of Governments hereby agrees to reimburse the CENTER for the cost of repair to equipment due to said negligence or abuse by the Meals on Wheels Program personnel and/or volunteers. The Council of Governments shall reimburse the CENTER for 100% of the repair cost due to the obvious negligence or abuse by the Meals on Wheels Program personnel and/or volunteers as determined and agreed upon by the Site Manager and the Executive Director. It is understood that three major food programs use the kitchen and equipment for the preparation of meals.

14. Facility Closure – The Center closes the building on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Closure due to inclement weather is based upon the situation at the time. The school transportation buses do not run when the schools are closed due to bad weather.

15. Owner of Personal Property – Each of the parties hereto shall retain ownership of their own small equipment such as pots, pans, serving utensils, and other personal property acquired by its own funds, by funds received from grants, and donations to such party solely for the purpose of acquiring such personal property, or such personal property as may be donated to each party. An exception would be the large kitchen equipment grant money. The equipment acquired by these grants provided the kitchen with ovens, dishwasher, steam table, range and hood and those items that are permanently installed and became a part of the building. This equipment is the property of the City of Sweet Home, the owner of the building, and will be used for the purposes for which the building was built.

16. Licenses, Sanitation, Fire Safety, and Emergency Procedures – The Council of Governments and the CENTER, and other parties involved shall be responsible for licenses, sanitation, fire safety, and emergency procedures as follows:

A. The Council of Governments shall obtain all permits which may be required for the operation of the Meals on Wheels Program food and nutrition program.

B. The Council of Governments shall maintain standards of sanitation and cleanliness required for the operation of a food and nutrition program by appropriate health and sanitation officials.

C. Each party using the kitchen and dining room facilities shall be responsible for acquiring and keeping current their own kitchen license.

D. CENTER shall provide and maintain fire safety equipment and procedures required by appropriate fire officials and each party's insurance carrier including, but not limited to, appropriate fire extinguishers, testing of fire extinguishers, and annual fire drills.

17. Fund Raising – The Council of Governments' fund-raising activities that would take place in the

leased premises shall be arranged by mutual consent with other parties using the kitchen and dining facilities. Dates and times to be agreed upon by all parties. The Council of Governments agrees not to request any times that are regularly scheduled program times of the other parties using the kitchen and dining space.

18. Telephones, and Mail – The Council of Governments shall install and maintain a separate a telephone line for the use of the Council of Governments Meals on Wheels Program. The Council of Governments agrees not to have mail delivered to the Center.

19. Indemnification – Each party shall indemnify and save the other party harmless against and from any and all claims by or on behalf of any person, firm, or corporation arising from the conduct or management or from any work or things whatsoever done by that party or its agents, contractors, servants, employees, and further indemnify and save the other party harmless against and from any and all claims arising from any breach or default on the part of that party in the performance of any covenant or agreement on the part of that party to be performed, pursuant to the terms of this Agreement, or arising from any act of negligence of that party or any of its agents, contractors, servants, employees, leased premises of the building, and from any and all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against any party by reason of any such claim, that party may, at its option, require that the other party resist or defend such action or proceeding at that party's own cost and expenses and by legal counsel reasonably satisfactory to the other party.

20. Liability Insurance – The Council of Governments agrees to maintain in full force during the term thereof, a policy of public liability and property damage insurance under which the insurer agrees to indemnify and hold CENTER and its designees harmless from any cost, expense, and/or liability arising out of or based upon any claims, accidents injuries, and damages referred to in Paragraph 19 above. Each such policy may be in a blanket form covering other locations of the Council of Governments as well as the premises leased here under, and shall be with such a company as is reasonably approved by the CENTER and is at the time authorized by the State of Oregon to issue such policy, which shall be non-cancelable with respect to the CENTER without thirty (30) days written notice to the CENTER. The minimum limits of liability of such insurance shall be \$1,000,000 for injury (or death) to any one person, and \$1,000,000 for injury (or death) to more than one person in any one accident or other occurrence and \$1,000,000 with respect to the damage of property.

21. Fire Insurance and Waiver of Subrogation – The parties shall obtain from their respective insurance carrier's waiver of subrogation against the other party, its agents, employees, volunteers, and invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage.

22. Termination – Either party may terminate this Lease any time without cause with sixty (60) days written notice.

23. Severability – If any terms or provisions of this Lease shall be held invalid, the remaining terms and provisions hereof shall have full force and effect to the extent that they remain reasonably practicable.

24. Other Conditions – Policies and procedures of the Council of Governments Meals on Wheels Program shall govern practices and conditions not addressed in this Lease.

25. Legal Expenses – In the event either party retains an attorney to enforce this agreement or files a suit or action to enforce rights arising as a result of this agreement, or commences

arbitration, the losing party shall pay such reasonable attorney fees of the prevailing party in such suit or action or arbitration, whether or not actual suit is filed, or arbitration occurs, and in any appeal there for. These fees shall be fixed by the court or arbitrator therein if suit or arbitration is commenced or by arbitration for the purpose of determining the reasonableness of claimed fees if no suit or arbitration of the merits of a dispute is commenced.

26. Arbitration – Any controversy or claim arising out of or relating to this agreement. or the breach thereof, shall be settled by arbitration in accordance with the rules promulgated by the American Arbitration Association.

This lease is effective as of the date and year mentioned above, and this lease is in place of, and supersedes, that lease agreement entered into by the parties dated July 26, 2000, signed by Meals on Wheels Program Executive Director William R. Wagner on June 8, 2000 and Sweet Home Senior Board President Don Hopkins on June 19, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement.


SENIOR CITIZENS OF SWEET HOME, INC.
(SWEET HOME SENIOR CENTER)



Murya Scherer
GOVERNING BOARD PRESIDENT

Date: 4.19.2022

OREGON CASCADES WEST COUNCIL OF GOVERNMENTS
(MEALS ON WHEELS)



Ryan Vogt
EXECUTIVE DIRECTOR

Date: Apr 20, 2022

WITH REVIEW AND ACCEPTANCE BY THE FOLLOWING USERS OF THE JIM RIGGS COMMUNITY CENTER:

JIM RIGGS COMMUNITY CENTER

Dawn Mitchell, Executive Director
SCOSHI/Sweet Home Senior Center
COMMUNITY CENTER MANAGER

Date: _____

CITY OF SWEET HOME



Christy Wurster
CITY MANAGER PRO TEM

Date: 4/21/2022

BOYS AND GIRLS CLUB OF THE GREATER SANTIAM

Tyler Reece

Date: _____