



# CITY OF SWEET HOME COMMUNITY HEALTH COMMITTEE AGENDA

December 20, 2021, 6:00 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

## Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 541-367-5128, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: 861 388 18#

## Call to Order and Pledge of Allegiance

### Roll Call

Approval of Minutes

- a) [2021-11-15 Community Health Committee Minutes \(pg. 2\)](#)

### Reports of Committees:

Community Health Fair Committee

Western University

Homeless Action Committee

### Old Business:

### New Business:

- a) [Family Assistance Resource Center Contract \(pg. 4\)](#)

## Adjournment

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*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.*



# CITY OF SWEET HOME COMMUNITY HEALTH MINUTES

November 15, 2021, 6:00 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

## Mission Statement

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The phone lines will open 15 minutes prior to the meeting start time.

## Call to Order and Pledge of Allegiance

The meeting was called to order at 6 PM.

## Roll Call

Chair Lisa Gourley  
Bob Dalton  
Jim Gourley  
Police Chief Jeff Lynn  
Finance Director Brandon Neish  
Community Services Officer Sean Morgan  
Councilor Diane Gerson  
YAC Representative Bea Reeves  
Community and Economic Development Director Blair Larsen (video)  
Shirley Byrd (video)  
Brock Byers (video)  
Dick Knowles (video)

## Media

Benny Wolcatt, The New Era

## Approval of Minutes

Motion to approve minutes as amended (Gourley/Dalton)

Motion passed with all in favor.

- a) 2021-10-18 Community Health Committee Minutes

## Reports of Committees:

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*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.*

Community Health Fair Committee

Bob Dalton reported they are following up with the medical bus to see if it would be available to our community again. Chief Lynn suggested an outreach program.

Western University

No Report

Homeless Action Committee

Brock Byers reported they are actively seeking volunteers and employees, and have received interest. Equipment has been gathered, including 20X40 tents, dog kennels, and hand wash stations. A program update will be complete by the end of the week.

FAC had expected to use County property, but has learned that availability of that property is being delayed. They are actively seeking various grants and have been approached by a private donor as well.

Community and Economic Development Director Blair Larsen talked about the size of the property and process to partition it. The site plan was reviewed.

**Old Business:**

**New Business:**

- a) Youth Advisory Council Representative Introduction

Councilor Diane Gerson introduced Bea Reeves who is a representative of the Youth Advisory Council and an AD Hoc member of the Community Health Committee.

**Adjournment**

Good of the Order

Jim Gourley reported they are looking for volunteers to paint the windows of downtown businesses. The Christmas Cards have been cleaned and are ready to go out.

Sean Morgan reported they have met with Family Tree Relief Nursery regarding Measure 110 program outreach for addiction services.

Dick Knowles reported his name should be added to the minutes.

Brock Byers reported the first case of COVID among the homeless. Rapid COVID test are now available from FAC if needed.

The meeting adjourned at 7:01 PM.

\_\_\_\_\_  
Chair – Councilor Gourley

\_\_\_\_\_  
Date:

## Agreement for Services for Sweet Home Homeless

THIS AGREEMENT is made by and between the City of Sweet Home, an Oregon municipal corporation, hereinafter "City" and Family Assistance and Resource Center Group aka. FAC hereinafter "Contractor," jointly referred to as "Parties."

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

**1. Work to Be Performed.** Contractor shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.

- A. **Administration.** The City Manager or designee shall be the primary contact for Contractor. Upon notice from the City Manager or designee, Contractor shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
- B. **Representations.** City has relied upon the qualifications of Contractor in entering into this Agreement. By execution of this Agreement, Contractor represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
- C. **Standard of Care.** Contractor shall exercise the degree of skill and diligence normally employed by non-profit contractors engaged in the same activities and performing the same or similar services through its employees and volunteers at the time such services are performed.
- D. **Modifications.** The Parties may modify this contract, including Scope of Services, by mutual agreement.

**2. Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until its expiration on December 31, 20\_\_ or until terminated by either party upon \_\_\_\_ days written notice to the other party.

**3. Compensation.** City will provide the land area for the Sweet Home sleep center and facilities at \_\_\_\_\_ Sweet Home OR 97386 (or at another location) and in exchange Contractor will operate the facility on a day-to-day basis as an independent contractor as stated herein. This Agreement shall function as a lease of said premises by City to Contractor with the terms thereof as stated herein.

**4. Payment.** The Parties agree that the City will not and is not responsible for payment to Contractor for its services at the facility and that it will look to its own sources of income to pay for the operation of the facility.

**5. Notice.** Notices shall be given in writing as follows:

**TO THE CITY:**  
Name: Ray Towry, City Manager Phone:  
Phone (541) 367-8969  
Address: 3225 Main Street  
Sweet Home, OR 97386

**TO THE CONTRACTOR:**  
Name:

## Agreement for Services for Sweet Home Homeless

**6. Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations.

### **7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.**

A. By executing this Agreement, the Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
5. B Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

**8. Relationship of the Parties.** It is understood and agreed that Contractor shall be an independent contractor and not the agent or employee of City. Any and all employees or volunteers who provide services to Contractor under this Agreement shall be deemed employees or volunteers solely of Contractor. The Contractor shall be solely responsible for the conduct and actions of all its employees or volunteers under this Agreement and any liability that may attach thereto.

**9. Insurance.** Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

- A. **Minimum Scope of insurance.** Contractor shall obtain insurance of the types described below:
1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
  1. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from Contractor's, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Contractor's commercial

## Agreement for Services for Sweet Home Homeless

general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

2. Workers' compensation coverage as required by the industrial insurance laws of the State of Oregon.

B. B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$2,000,000 per accident.
2. Commercial general and umbrella liability insurance shall be written with limits no less than \$2,000,000 for each occurrence, and \$3,000,000 for general aggregate.

C. C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability and commercial general liability insurance:

1. Contractor's insurance coverage shall be primary insurance with respect to the City as to Contractor's actions. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Contractor's insurance and shall not contribute with it.
2. Contractor shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Contractor.
3. If Contractor maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of automobile and commercial general and excess or umbrella liability maintained by Contractor, irrespective of whether such limits maintained by Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidence limits of liability lower than those maintained by Contractor.
4. Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Contractor to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, offset against funds due Contractor from the City.

D. Acceptability of insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Evidence of Coverage. As evidence of the insurance coverages required by this

## Agreement for Services for Sweet Home Homeless

Agreement, Contractor shall furnish acceptable insurance certificates to the City Clerk at the time Contractor returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**10. Indemnification and Hold Harmless.** Contractor shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Contractor, Contractor's agents, subcontractors, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Contractor's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees.

Contractor's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Contractor, Contractor's agents, subcontractors, and employees, shall apply only to the extent of the negligence of Contractor, Contractor's agents, subcontractors, and employees.

Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside Contractor costs, court costs, fees for collection, and all other claim-related expenses.

Contractor specifically and expressly waives any immunity that may be granted it under the laws of the State of Oregon as allowed by said laws. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Contractor's waiver of immunity under this provision extends only to claims against Contractor by City, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor hereby certifies that this indemnification provision was mutually negotiated.

**11. Non-Discrimination.** During the performance of this contract, Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, genetic information, marital status, age, Vietnam era veteran status, disabled veteran condition, disability, or

## Agreement for Services for Sweet Home Homeless

national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

- B. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor will not, on grounds of any of the protected class indicators listed in subsection A of this Section:
1. Deny an individual any services or other benefits provided under this agreement.
  2. Provide any service(s) or other benefits to an individual(s), which are different, or are provided in a different manner from those provided to others under this agreement.
  3. Subject an individual to segregation or separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this agreement.
  4. Deny any individual an opportunity to participate in any program provided by this agreement through an opportunity to do which is different from that afforded others under this agreement. Contractor in determining (1) the types of services or other benefits to be provided, or (2) the class of individuals to whom or the situation in which, such services or other benefits will be provided, or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination due to any of the protected class indicators listed in subsection A. of this Section.

12. Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

13. Assignment and Delegation. Contractor may not assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the City.

14. Subcontracts. Except as otherwise provided herein, Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

15. Confidentiality. Contractor may, from time-to-time, receive information which is deemed by City to be confidential. Contractor shall not disclose such information without the prior



## Agreement for Services for Sweet Home Homeless

express written consent of City or upon order of a court of competent jurisdiction.

16. Jurisdiction and Venue. This Agreement is entered into in Linn County, Oregon. Disputes between City and Contractor shall be resolved in the Circuit Court of the State of Oregon in Linn County.

17. Cost and Attorney's Fees. The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

18. Entire Agreement. This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. Time is of the essence in this Agreement.

19. Anti-kickback. No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

20. Severability. If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

21. Maintenance of Records. Contractor shall maintain record on a current basis to support its billings to City. City, or its authorized representative, shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of Contractor regarding its billings or its performance hereunder, for a period of three (3) years after completion or termination of this Contract.

22. Exhibits. Exhibits attached and incorporated into this Agreement are:

A. Scope of Services

Exhibit A  
Scope of Services

**REQUIRED SERVICES to be performed as part of the Agreement by and between the City of Sweet Home and the FAC:**

1. Facilitate the in-take, registration, and specific site assignment process at the Sleeping Site daily from 6:00 PM until 10:00 PM.
2. Document and keep track of problematic individuals and share information with security staff on scenes so they are aware of who is causing problems.
3. Ensure there is reciprocal ongoing information sharing between FAC members staffing the in take/registration process and security staff on issues taking place at the camp. (Possibly a joint logbook which could document daily events)
4. Document behaviors that would constitute a 24 hour removal. Ensure to share those documents with security staff and Police in the event of a trespass violation.
5. Document ongoing behaviors that may result in elevated exclusionary timeframes (30-60-90 day exclusions) from the camp that would be imposed by the City Manager.
6. Enforce camp rules through separate Administrative Order granting such enforcement authority to the FAC.

**VOLUNTARY SERVICES that may be performed by the FAC that are not included as part of the Agreement by and between the City of Sweet Home and the FAC:**

1. Provide each client with a tent, sleeping bag, clothing, toiletries if items are available through donations.
2. Assist clients to develop an individual plan to exit homelessness. Regularly review client progress toward the plan.
3. Assist clients in making and remembering appointments.
4. Attend client appointments upon request.
5. Keep records to facilitate client services and document the needs of homeless people in Sweet Home.

# LEASE AGREEMENT FOR CITY REAL PROPERTY BY FAC

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2021, between City of Sweet Home, an Oregon Municipal Corporation, hereinafter called the "Lessor" and Family Assistance And Resource Center Group aka FAC, hereinafter called the "Lessee."

WITNESSETH: In consideration of the covenants hereinafter set forth, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee does hereby lease and rent from the Lessor, the real property located west of the City of Sweet Home public works shops at 1400 24<sup>th</sup> Avenue, Sweet Home OR 97386, with an area depicted as the purple area as shown in Exhibit "A" attached hereto.

RECITALS: This Lease is authorized by ORS 271.310 (Governmental Body Lease).

The Parties understand that the Lessee intends to have the homeless sleep center and facility referred to herein managed by employees and volunteers of FAC on the premises.

In consideration of the mutual promises of the parties hereto, it is agreed as follows:

1) OCCUPANCY:

TERM: The term of this Lease shall commence on November\_\_\_\_, 2021 and continue through midnight on \_\_\_\_\_, 202\_\_.

2) RENT:

TERM: Lessee shall pay \$1.00 for the whole term, which Lessee agrees to pay upon the Lessor executing the lease.

3) LESSEE'S ACCEPTANCE OF LEASE: Lessee accepts said letting and agrees to pay to the order of the Lessor, the rent above stated.

4) AUTHORIZED USE: Lessee shall use the leased premises for the purpose of a managed homeless sleep center and facility. Lessee shall not use or occupy the premises for any other purpose without the written consent of Lessor being first had and obtained. Lessee shall comply with all applicable Federal, State, and local laws and regulations regarding operations for the sleep center and facility including but not limited to pollution, discharge and environmental regulations. Notwithstanding the authorized use stated above it shall be subject to the Linn County's use of the remainder of the real property (Depicted as the light green area as shown in Exhibit A) for a RV dump station, bulk water station and/or any other County use. Further, Lessee shall have the right of ingress and egress (same as Lessor uses to access City and/or County land) across Lessor' real property at City of Sweet Home Public Works to the City and/or County land.

5) HAZARDOUS SUBSTANCES: Lessee shall not cause or permit any Hazardous Substance to be received, spilled, leaked, disposed of, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the

facility specified in Section 4. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity of Hazardous Substances used, handled, or stored on the premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the premises, clean up any and all Hazardous Substances caused by the Lessee, and Lessee agrees to and shall indemnify and hold Lessor harmless against any and all claims and demands arising from the negligence of the Lessee, Lessee's officers, agents, invitees, and/or employees, as well as those arising from Lessee's failure to comply with any covenant of this Lease on Lessee's part to be performed, and shall at Lessee's own expense defend the Lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Lessor in any such suit or action. The term Environmental Law shall mean any Federal, State, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

- 6) PAYMENT OF UTILITIES: Lessee shall pay all charges for water, sewer, electricity, security alarm, and other public and private utilities used on the leased premises throughout the term of this Lease.
- 7) REPAIRS AND IMPROVEMENTS: Lessor shall not be required to make any repairs, alterations, additions, or improvements to or upon said premises during the term of this Lease.
- 8) MAINTENANCE OF PROPERTY: The Lessee agrees to keep and maintain said premises and all improvements, alterations, additions, fixtures, and equipment now or hereinafter placed or make thereon in a first-class condition, so that the same will always be neat, clean, and attractive, and in a good state of repair, damage by fire or other casualty excepted, and shall be at no expense to the Lessor. The Lessee agrees not to commit any strip nor waste of said premises, nor to permit said premises to be used for any unlawful purposes or in violation of any of the laws, ordinances or regulations of the United States, the State of Oregon, the City of Sweet Home and Linn County.
- 9) IMPROVEMENTS BY LESSEE: Lessee shall not make improvements on the premises without the written consent of Lessor which shall not be unreasonably withheld. Lessee further agrees that all improvements made upon said leased premises, shall be removed by Lessee, at Lessee's expense, upon the termination of the Lease except Lessor, at its own option, can require Lessee to leave said improvements and if left shall become the property of Lessor.
- 10) ERECTION OF SIGNS: Lessee may place suitable signs on the leased premises for the purpose of indicating the nature of the facility, provided, however, that such signs shall be in conformance with the laws and ordinances of the State of Oregon and the City of

Sweet Home, and provided further that such signs will not damage leased premises in any manner.

- 11) PRUNING AND WATERING LANDSCAPE VEGETATION: Lessee agrees to prune, water, mow and maintain the landscape vegetation on the property as needed and keep the property neat and clean of litter, debris, and rubbish and in compliance with City ordinances and codes at all times.
- 12) RIGHT OF ENTRY BY LESSOR: Lessee will at any and all reasonable times permit and allow the Lessor and its agents and representatives to enter and go upon said leased premises or any part thereof for the purpose of examining the condition of the same or for any other lawful purpose.
- 13) PAYMENT OF TAXES AND OTHER ASSESSMENTS: Lessee shall be responsible for any Linn County real property taxes, if any, on the premises during the lease term.
- 14) PAYMENT OF FIRE INSURANCE PREMIUMS: Lessee shall carry fire insurance on the structures on the leased premises. Lessee shall provide Lessor with a copy of the fire insurance policy in effect upon the property and the Lessor shall be named as an additional insured thereon. The Lessee's fire insurance shall be the primary fire insurance and the Lessee shall provide the Lessor with a Certificate of Insurance and an additional insurance endorsement naming Linn County on the insurance policy.
- 15) ASSIGNMENT AND SUBLETTING: The Lease cannot be assigned and the premises sublet without the Lessor's prior written consent. Any such assignment or subletting shall in no way affect the personal liability of the Lessee for the complete performance and payment of all obligations due hereunder.
- 16) DAMAGE OR DESTRUCTION: In the event of damage to said structures by fire or other casualty the Lessee can rebuild at its own expense.
- 17) LIABILITY INSURANCE: Lessee agrees to hold Lessor harmless and defend Lessor from any and all claims and demands of any and every kind that may be made against Lessor by reason of or on account of any injury or damage of any kind received or sustained during the term of this Lease by any person or property, arising out of the operations conducted by Lessee on said leased premises. Lessee further agrees at all times during the term of this Lease, at the expense of Lessee, to maintain, keep in effect, furnish and deliver to Lessor liability insurance policies in form and with an insurer satisfactory to the Lessor, insuring both the Lessor and the Lessee against all Liability for damages to persons or property in or about said leased premises. The amount of said liability insurance shall not be less than \$2,000,000.00 for injury to one person, \$3,000,000.00 for injuries arising out of any one accident and not less than \$2,000,000.00 for property damage. Lessee agrees to furnish Lessor with evidence of such insurance and the maintenance of policies during the entire term of this Lease. The Lessee's insurance policy shall name Lessor as an additional insured. The Lessee's liability insurance shall be the primary liability insurance and the Lessee shall provide the Lessor with a Certificate of Insurance and an additional insurance endorsement naming the City of Sweet Home on the insurance policy.

- 18) INJURIES AND PROPERTY DAMAGE: Lessee shall indemnify and hold harmless Lessor from any and all claims of any kind or nature arising from Lessee's use of the premises, except such as might result from the negligence of the Lessor or Lessor's representatives. Lessee shall at all times during the term of this Lease insure and be responsible for any personal property placed upon the premises.
- 19) EMINENT DOMAIN: In case of the condemnation or purchase of all or any substantial part of the said demised premises by any public or private corporation with the power of condemnation, this Lease may be terminated, effective on the date possession is taken, by either party hereto on written notice to the other and in that case the Lessee shall not be liable for any rent after the termination date. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.
- 20) SURRENDER OF PREMISES: Lessee agrees to quit and deliver up said premises at the expiration of the term thereof, or any sooner termination, in a first-class condition as the same now is, ordinary wear and tear, grading and damage by fire or other casualty excepted.
- 21) HOLDING OVER: In the event the Lessee for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy at sufferance which may be terminated at will at any time by the Lessor.
- 22) DEFAULT: Any default by the Lessee in the conditions and provisions of this Lease shall enable Lessor, after a thirty (30) day notice to the Lessee given as specified in this Lease requiring Lessee to fulfill such conditions and provisions, and on the failure of Lessee to do so, to take and use any and all remedies, legal or equitable, to secure the performance of this Lease, or its termination, and damages and expense of its breach, including attorney's fees and costs.
- 23) LIENS: The Lessee will not permit a lien or encumbrance of any kind, type or description to be placed or imposed upon the leased property.
- 24) NOTICES: Any notice required or permitted to be given hereunder shall be deemed sufficient, if given by a communication in writing by United States mail, postage prepaid and addressed as follows: If to the Lessor at the following address: 3225 Main Street, Sweet Home, Oregon 97386, and if to the Lessee at the following address: \_\_\_\_\_ . Any such notice shall be deemed conclusively to have been delivered to the address thereof forty-eight (48) hours after the deposit thereof in said United States mails.
- 25) RIGHTS OF SUCCESSORS AND ASSIGNS: This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 26) ATTORNEY'S FEES AND COURT COSTS: In the event any party shall institute and prevail in any action or suit for the enforcement of any of their rights hereunder, the party

at fault will pay to the other party reasonable attorney's fees and account thereof, plus their costs and expenses incurred therein, and attorney's fees and costs on any appeal to any court shall be allowed to the party prevailing.

- 27) WAIVER: Failure by Lessor at any time to require performance of any of the provisions hereof shall in no way affect Lessor's rights hereunder to enforce the same, nor shall any waiver by Lessor of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
- 28) TIME: Time is of the essence of this Lease and every term, covenant and condition therein contained.
- 29) LANGUAGE: The language in all parts of this Lease shall be in all cases construed simply according to its fair meaning and not strictly for or against Lessor or Lessee.
- 30) COUNTERPARTS: This Lease may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on the parties notwithstanding that the parties are not signatories to the same counterpart. Each copy of this Lease so executed shall constitute an original.
- 31) TERMINATION: Either party can terminate this lease upon \_\_\_ days written notice to the other party.

LESSOR

LESSEE

\_\_\_\_\_  
Ray Towry, City Manager                      Date  
City of Sweet Home

\_\_\_\_\_  
Shirley Byrd of the FAC                      Date

\_\_\_\_\_  
Greg Mahler, Mayor,                              Date  
City of Sweet Home

\_\_\_\_\_  
Brock Byers of the FAC                      Date