



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into between the City of Olympia, herein referred to as “OLYMPIA” and SENIOR SERVICES FOR SOUTH SOUND, a Washington nonprofit corporation, herein referred to as “USER” and is effective as of the date of the last authorizing signature affixed hereto.

OLYMPIA and USER agree as follows:

1. **Premises.** In consideration of the covenants and agreements set forth in this lease agreement and other good and valuable consideration, OLYMPIA hereby leases to USER a portion of The Olympia Center, herein referred to as the “CENTER,” located at 222 Columbia St NW, Olympia, Washington. More specifically, said portions (herein referred to as “the premises”) are described generally as follows (and in detail on the attached “Exhibit A,” which is hereby incorporated by reference as though fully set forth herein):

A. OLYMPIA agrees to grant USER exclusive use of the following areas:

Dedicated Space

Office, reception, storage, and work space for Senior Services for South Sound, Supportive Services, Health and Hygiene, and Senior Nutrition Program, and the Senior Boutique.

In 2015, the Service to At Risk Seniors Program (STARS) was eliminated due to funding shortages. This space has been converted to a Health and Hygiene program with the understanding that should the STARS program be reinstated, the Health and Hygiene room would be converted back to STARS. Primary programming purposes for the Health and Hygiene Room will be: health consultations, medical checks, therapeutic programs for individuals, inclusion programming for seniors with developmental disabilities and dementia, personal hygiene procedures, and consultations. Use not consistent with these purposes is permitted on a limited basis but should not be used in a manner that avoids hour limits for use of space. All use must be sponsored and insured by Senior Services for South Sound.

Lobby Space

The South Lobby is for the exclusive use of USER during all building hours as established by OLYMPIA.



USER is responsible for providing access to their staff and any third party individuals or organizations and provide appropriate supervision during the use. USER will not provide CENTER keys or access codes to volunteers without written agreement by OLYMPIA. OLYMPIA is not responsible for providing access to any exclusive use areas for third party individuals or organizations.

- B. OLYMPIA grants USER nonexclusive use of the following areas based upon the agreed upon hours of use by USER. Costs associated with this use are provided for in USER's rent obligation.

Additional use beyond these hours will be charged 200% of the senior rate once hours have been exceeded for each space type.

Programming Space (Nonexclusive)

Various program spaces as agreed to between OLYMPIA and USER. The breakdown of program space is:

- Class/meeting rooms – 2250 hours
- Multi-Purpose room “A” – 1190 hours
- Gymnasium – 450 hours
- Special Events – 120 hours in various rooms.

All “early open” (before 8am) or “late close” (after 10pm) hours will be charged to USER using the standard hourly rate for those hours. USER will communicate anticipated extra hours in advance to allow OLYMPIA to appropriately schedule staff when necessary. Thirty (30) days advance notice is preferable, but not required.

Kitchen Space (Nonexclusive)

The Main Kitchen will be managed cooperatively by OLYMPIA and USER. Responsibilities will be as follows:

OLYMPIA

- All scheduling of facility
- Coffee service scheduling and fee collection
- Equipment repair and replacement
- Supervision of community use, except Senior Services

USER

- Provide coffee service as scheduled
- Daily cleaning and general upkeep



- Maintain inventory of utensils, plates, cups, mugs, and other specific items as necessary
- Training for community users (Senior Services staff can establish a schedule for training that does not conflict with nutrition operations)

At the end of the regular nutrition program (2pm, Mon-Fri), all appliances and dishes (i.e. coffee cups) will be clean and ready for community use. Any hours, including but not limited to stocking, appliance use, cleaning, or prep work requiring extra time shall be booked through OLYMPIA to avoid conflicts with community users. USER hours scheduled for purposes not related to the daily nutrition program but supporting on-site Senior Services for South Sound sponsored events will be charged 200% of the senior rate identified on Exhibit "A". USER hours for the specific purpose of catering private events will be charged the standard rate charged for regular customers of The Olympia Center.

In 2010, USER accepted donation of a new walk-in freezer. In order to accept this donation, space was converted to accommodate the equipment. OLYMPIA agreed to allow USER to modify the mutually agreed upon space on the condition that when USER vacates the premises, the freezer will be removed, and USER will convert such space back to its original purpose (sink and prep space). USER is obligated to remove the freezer and convert the space back to its original purpose if and when it vacates the premises.

C. USER is authorized to permit third party individuals and organizations access to exclusive use areas provided that the primary purpose of the third party is to promote or support senior interests in the Olympia community. During any third party use of Dedicated Space or Lobby Space Areas, USER shall ensure a staff member is on location to assist and supervise use by any third party users. Exceptions to this requirement may be made with written approval from OLYMPIA. Use of programming space by a group under the co-sponsorship of USER that generates money or requires admission will be charged 400% of the senior rate.

D. Any change in use as described in "Exhibit A" during the term of this lease agreement must be requested in writing by USER and approved in writing by OLYMPIA prior to the execution of any changes.

2. **Term of Lease.** This lease agreement commences January 1, 2021, and terminates on December 31, 2021.

3. **Rent.** USER agrees to pay OLYMPIA a total of **\$0.00 (ZERO DOLLARS and NO CENTS)** per quarter, as rental payment hereunder, for an annual total of **\$0.00 (ZERO DOLLARS and NO CENTS)**. Payment in full is due and payable within thirty (30) days of the invoice date. USER shall make payment payable to the City of Olympia and provide to the City's Accounts Receivable office.



**This is a one year reduction in rent in response to USER's request for relief as a result of financial challenges during the COVID-19 pandemic.** In consideration for this one-time relief from rent and to accommodate USER's request, OLYMPIA will be provided a written document from USER that outlines USER's post-pandemic economic and operational recovery plan no later than June 30, 2021. This document shall include, but not be limited to, a list of known strategic initiatives, a list of USER key priorities, and what support from OLYMPIA would help in achieving identified strategic initiatives and key priorities. In addition, OLYMPIA and USER will use 2021 to reevaluate all financial aspects and related impacts for future lease agreements.

4. **Annual Report.** USER shall provide OLYMPIA with a written annual report summarizing participation, activity, and the financial status of the organization. USER shall submit this report by June 15 following each calendar year.
5. **Utilities.** OLYMPIA shall pay the cost of all utilities, except telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same is the responsibility of USER.
6. **Maintenance and Repair.** OLYMPIA shall provide janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning on a schedule to be determined by OLYMPIA. OLYMPIA shall also provide maintenance services to include replacement of light bulbs, painting, interior repair, and toilet articles. USER is responsible for all repairs necessary due to the negligence of USER or USER's agents, invitees, or employees.
7. **USER's Repairs and Alterations.** USER shall keep the premises clean and in a sanitary condition, shall repair and/or pay to repair any and all damage to the premises caused by USER, and upon surrendering possession, shall leave the premises in good condition, except for ordinary wear and tear. USER shall not make any alterations, additions, or improvements to the premises without prior written consent of OLYMPIA. USER shall not commit any waste of or damage to the premises.
8. **Damage by Casualty.** In the event the premises are destroyed or damaged by fire or other casualty so that the premises are unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify USER whether or not OLYMPIA elects to rebuild the premise and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease terminates and all rents will be adjusted as of the date of OLYMPIA's decision. If OLYMPIA elects to rebuild the premises, then the rent is suspended for such period as USER is not in possession and until the premises can be made fit for USER's occupancy. OLYMPIA and USER hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the other party for loss, damage, or injury from fire or other casualty, included in the extended coverage insurance



endorsement, whether due to negligence of any of the parties, their agents, or employees, or otherwise.

9. **Indemnification / Hold Harmless.** USER shall defend, indemnify, and hold harmless OLYMPIA, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of USER's use of the premises, or from the conduct of USER's business, or from any activity, work, or thing done, permitted, or suffered by USER in or about the premises, except only such injury or damage as is occasioned by the sole negligence of OLYMPIA. It is further specifically and expressly understood that the indemnification provided herein constitutes USER's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by USER and OLYMPIA. The provisions of this section survive the expiration or termination of this lease agreement.

#### 10. **Insurance Requirements**

A. Insurance Term

USER shall procure and maintain for the duration of the lease agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with USER's operation and use of the premises.

B. No Limitation

USER's maintenance of insurance as required by this lease agreement may not be construed to limit the liability of USER to the coverage provided by such insurance, or otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

USER shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance must be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and must cover premises and contractual liability. OLYMPIA must be named as additional insured on USER's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance must be written on an all risk basis.



D. Minimum Amounts of Insurance

USER shall maintain the following insurance limits:

1. Commercial General Liability insurance must be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance must be written covering the full value of USER's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

USER's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they are primary insurance as respect OLYMPIA. Any insurance, self-insurance, or self-insured pool coverage maintained by OLYMPIA is excess of USER's insurance and does not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

USER shall furnish OLYMPIA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of USER.

H. Waiver of Subrogation

USER and OLYMPIA hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release applies only to the extent that such claim, loss, or liability is covered by insurance.

I. OLYMPIA's Property Insurance

OLYMPIA maintains property insurance covering the CENTER for its full replacement value.

J. Notice of Cancellation

USER shall provide OLYMPIA with written notice of any policy cancellation within two business days of USER's receipt of such notice.



K. Failure to Maintain Insurance

Failure on the part of USER to maintain the insurance as required is a material breach of lease, upon which OLYMPIA may, after giving five business days' notice to USER to correct the breach, terminate this lease agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to OLYMPIA on demand.

L. Full Availability of USER Limits

If USER maintains higher insurance limits than the minimums shown above, OLYMPIA is insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by USER, irrespective of whether such limits maintained by USER are greater than those required by this lease agreement or whether any certificate of insurance furnished to OLYMPIA evidences limits of liability lower than those maintained by USER.

M. Alcohol Sale or Consumption in the Premises.

If alcohol is either sold or consumed on the premises, USER shall obtain Liquor Liability insurance in the amount of \$1,000,000 each occurrence. OLYMPIA must be named as an additional insured on such insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on the premises with the prior written approval of OLYMPIA. USER shall follow all state laws relevant to the type of alcohol sale or consumption conducted at the Center including, but not limited to, Banquet Permits and Special Occasions Licenses.

**11. Publicity.** USER shall provide OLYMPIA, specifically the CENTER Manager, with any and all publicity information affecting the CENTER.

**12. Termination.** This lease agreement may be terminated in its entirety, or a portion of occupied space may be terminated, at any time by either party by thirty (30) days' notice to the other party of such termination.

**13. Assignment and Subletting.** USER may not assign this lease agreement nor sublet the premises without the consent of OLYMPIA. USER shall pay all rent, maintenance, and repair costs and all other expenses and costs contained in this lease agreement. The collection of any and all assigned or sublet costs as agreed to between parties will be the sole responsibility of USER.



- 14. Furniture.** USER shall provide, at its own expense, all furniture necessary for its possession and use in the leased office area of the CENTER. Furthermore, USER shall be responsible to reasonably maintain said furniture and replace same, if necessary, to maintain decor consistent with that of the remainder of the CENTER.
- 15. Rules.** USER shall comply with all laws, statutes, rules, regulations, ordinances, resolutions, and policies promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by OLYMPIA.
- 16. Hours and Days of Operation.** USER is entitled to use and possession of the premises during normal hours in which the CENTER is open to the public. To maintain a safe and secure facility for staff and assets, OLYMPIA may close the CENTER under the following conditions and in this order:
1. After 5:00pm on regular business days, or any time on Saturdays.
  2. Whenever no building rentals, recreation programs, or senior programs are scheduled.
- The Senior Lobby and Health & Hygiene Room use are not considered as “programming” after 5pm on weekdays or on Saturdays. Accommodations for the Senior Lobby and Health and Hygiene Room may be considered on a case by case basis at the request of USER, and allowed at the discretion of OLYMPIA. Meeting or programming use of the Senior Lobby and Health and Hygiene Room by USER after 5pm on weekdays and all day Saturday will be scheduled with OLYMPIA through the established procedures for room use scheduling.
- 17. Default.** If USER abandons or vacates the premises before the end of the term, or if any rent is due and unpaid, or if default is made of any of the covenants and agreements to be performed by USER as set forth in this lease agreement, then OLYMPIA may, at its option, enter upon the premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental under this lease agreement is not be realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, USER shall pay all deficiency promptly upon demand, or OLYMPIA may declare this lease agreement terminated and forfeited and take possession of the premises. USER shall pay reasonable attorney’s fees and court costs should it be necessary to enforce any of OLYMPIA's remedies in this paragraph.
- 18. Audits.** Upon request, USER shall make all financial information, including revenues and expenses, available to OLYMPIA. USER shall likewise make financial reserves available to Olympia. USER shall identify to OLYMPIA any terms, conditions, or restrictions attached to operating or reserve funds. USER shall itemize financial information to show the revenues, expenses, and cash reserves of each component program of USER.
- 19. Equipment Failure.** OLYMPIA is not responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.





20. **Security of Premises.** USER is responsible for securing all non-public areas of the premises under this lease agreement upon completion of use. OLYMPIA is not responsible for any loss sustained by USER as a result of failure to properly secure facilities. Additionally, USER will indemnify, defend, and hold OLYMPIA harmless from any liabilities, claims, suits or damages for any and all loss sustained by OLYMPIA arising out of USER's failure to secure and protect the leased premises.

21. **Notices.** All notices required or given under this agreement must be given to the following persons:

LESSOR: City of Olympia  
Contact Person: Scott River, Director of Recreation and Facilities  
Address: The Olympia Center  
222 Columbia St NW  
Olympia, Washington 98501  
Telephone: (360) 753-8380

LESSEE: Senior Services for South Sound  
Contact Person: Brian Windrope, Executive Director  
Address: 222 Columbia St NW  
Olympia, Washington 98501  
Telephone: (360) 586-6181

22. **Entire Agreement.** This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this lease agreement requested by either party may only be by mutual agreement, in writing signed by duly authorized representatives of the parties. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this lease agreement may not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23. **Interpretation/Venue.** The rights and obligations of the parties and all interpretations and performance of this agreement are governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and may not be used in any way to construe the terms of this contract. Venue for any lawsuit related to this lease is agreement is proper only in Thurston County, Washington, state superior court.

24. **Ratification.** Any act consistent with the terms of this lease agreement but prior to its final execution is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have caused this lease agreement to be duly executed, such parties acting by their representatives being duly authorized.





**Senior Services for South Sound Lease  
The Olympia Center  
"Exhibit A"**

	Square Footage		O&M Rate	Lease Total <sup>^</sup>	Subsidy Total
<b>Dedicated Space</b>					
<b>Administrative (Regional)</b>					
SHIBA (1st floor)	140		\$ 18.23	\$ 2,552.20	
Travel Office (1st floor in lobby)	60		\$ 18.23	\$ 1,093.80	
Reception/Regional Nutrition (former Volunteer Center)	453		\$ 18.23	\$ 8,258.19	
Care Connection (2nd floor/former Volunteer Center)	140		\$ 18.23	\$ 2,552.20	
Conference Room (2nd floor)	140		\$ 18.23	\$ 2,552.20	
Development Office (2nd floor)	140		\$ 18.23	\$ 2,552.20	
Finance Office (2nd floor)	140		\$ 18.23	\$ 2,552.20	
General Admin. (2nd floor)	428		\$ 18.23	\$ 7,802.44	
<b>Administrative Offices SubTotal</b>	<b>1641</b>			<b>\$ 29,915.44</b>	
<b>Direct Service (Olympia)*</b>					
Activities Office (1st floor)	160		\$ 18.23		\$ 2,916.80
Boutique (2nd floor)	811		\$ 18.23		\$ 14,784.53
Nutrition Office (1st floor)	147		\$ 18.23		\$ 2,679.81
Health & Hygiene Room & Office (1st floor)	703		\$ 18.23		\$ 12,815.69
Reception; includes Inclusion Office (1st floor)	625		\$ 18.23		\$ 11,393.75
Senior Lobby** (1st floor)	3425		\$ 18.23		\$ 62,437.75
Social Services office (1st floor)	100		\$ 18.23		\$ 1,823.00
Trips Office (2nd floor)	238		\$ 18.23		\$ 4,338.74
<b>Direct Service Office Space SubTotal</b>	<b>6209</b>				<b>\$ 113,190.07</b>
<b>Programming Space (Olympia)</b>					
	<b>Allocated Hours</b>		<b>200% Rate</b>	<b>Senior Rate</b>	
Class/Meeting Rooms	2250		\$ 4.38	\$ 2.19	\$ 4,927.50
Gymnasium	450		\$ 7.00	\$ 3.50	\$ 1,575.00
Main Kitchen***	1237		\$ 8.25	\$ 4.13	\$ 5,108.81
Multi Purpose Room A****	1190		\$ 17.50	\$ 8.75	\$ 10,412.50
Special Events "MPABC"	57		\$ 26.25	\$ 13.13	\$ 748.41
Special Events "Meeting Rooms"	63		\$ 4.38	\$ 2.19	\$ 137.97
<b>Programming Space SubTotal</b>					<b>\$ 22,910.19</b>
<b>Total Lease<sup>^</sup></b>				<b>\$ 29,915.44</b>	
<b>Total Subsidy</b>					<b>\$ 136,100.26</b>
* All "Direct Service" space is intended for the primary benefit of senior citizens residing in Olympia and is considered primary operation space for the "Olympia Senior Center".					
**The Senior Lobby is an exclusive use space for the senior program on weekdays before 5pm. The space may also be available for Recreation and Community use, after 5:00pm on weekdays and on Saturdays, as mutually determined by Senior Services for South Sound and Olympia Parks, Arts and Recreation.					
***The Main Kitchen hours are not included in allocated space based on Senior Services responsibility with management of that space. See contract for details.					
****MultiPurpose Room "A" includes daily lunch from 11am to 2pm, Wednesday dances from 2pm to 4pm, and AM Lifetime fitness from 9am-10am.					
<sup>^</sup> As referenced in Section 3 of the lease agreement, the lease terms have been waived for 2021 as a response to the economic impacts of the COVID-19 pandemic.					