

**CITY OF MARSHALL  
ADULT COMMUNITY CENTER  
LEASE AGREEMENT**

**THIS AGREEMENT** is made and entered into this 19<sup>th</sup> day of December, 2023 by and between the City of Marshall, Minnesota, (the "City") and Lutheran Social Services, ("LSS"), together (the "Parties").

RECITALS

**WHEREAS**, the City is the owner of the building located in the City of Marshall and referred to herein as the Adult Community Center;

**WHEREAS** LSS is organized and exists for the purpose of providing meals for qualifying individuals.

**WHEREAS** LSS agrees to lease and use a portion of the Adult Community Center for the purpose of installing equipment for the provision of meals and for the preparation and consumption of meals.

**NOW THEREFORE**, in consideration of the mutual obligations and agreements of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

GENERAL TERMS AND CONDITIONS

1. **Purpose.** City hereby leases to, and LSS hereby accepts, space within the Adult Community Center, as set forth in Paragraph 4 of this agreement for the following purposes:
  - a. To prepare food for the ongoing nutrition program, and to store and install equipment related to the provision of services for the food program;
  - b. To utilize the designated serving area and consumption area for the patrons of the nutrition program;
  - c. To utilize a designated preparation area to provide meals to be delivered off site; and
  - d. To utilize a designated area to conduct daily administrative tasks and store administrative supplies.
2. **Term.** This lease shall run from January 1 of 2024 and terminating on December 31 of 2024.
3. **Fees.** LSS will pay to the City as rent for said premises the sum of \$475 per month which sum shall include the cost to the City for utility services (gas, water, sewer, garbage, local phone service and electricity). Said amount shall be payable monthly on or before the last day of the month from January 1, 2024 to December 31, 2024. The rental amount provided for in this paragraph may be adjusted upwards by the City upon sixty days notice to LSS such adjustments to be based on increases in the use of utility services.
4. **Allowable Uses.** LSS shall be allowed the following uses of the premises:
  - a. Kitchen - located in the Adult Community Center from the hours of 7:00 a.m. to 1:00 p.m.
  - b. Dining Room - located in the Adult Community Center from the hours of 7:00 a.m. to 12:30 p.m., Monday through Friday. Any other hours of use of the Adult Community Center by LSS shall require prior approval of the Adult Community Center. Adult Community Center maintains their right to utilize the kitchen and dining area or permit use to others during the above-mentioned timeframes with advance communication to both the user and LSS.
  - c. Additional Use Space - LSS may utilize the area adjacent to the dining room and kitchen to store food, administrative supplies and equipment, among other items in support of the kitchen and meal service activities. This area will be shared with the ACC on an as needed basis.

5. **Building Access.** The City will issue keycards to LSS Staff for entry into the Adult Community Center. LSS staff shall be responsible for lost, unreturned, and/or damaged keycards. The replacement fee shall be \$10.00 dollars per card. Key cards assigned to LSS may only be used by the LSS assigned staff unless the City provides express permission for the transfer in writing. Unauthorized key card transfer is strictly prohibited and will be considered a material breach of this Agreement subject to any applicable remedies. LSS shall be responsible for any costs incurred due to an unauthorized key transfer, including but not limited to re-keying of the premises.
6. **Insurance and Indemnification.** LSS will provide general liability insurance for personal injury and property damage in at least the minimum amount of \$1,000,000 Per Claim, and \$3,000,000 Aggregate. LSS shall list City as “additional insured” on said Policy and shall provide the City with proof of such coverage. LSS shall provide any and all worker’s compensation insurance required by law for the coverage of its employees, agents, volunteers and servants. It is specifically understood by and between the parties that all times under this agreement and all employees, agents, volunteers and servants of LSS who participate in the meals program or in any other way authorized by this agreement shall be deemed to be employees of LSS and not of the City of Marshall, for the purpose of determining worker’s compensation liability. LSS shall defend, indemnify, and hold harmless the City, its officers, employees, contractors, and agents against any and all claims, demands, actions or causes of action of whatsoever kind arising or resulting either directly or indirectly from the use, occupancy, or licensing of the Center by LSS, its sublicensee, contractors, subcontractors, agents, officers, volunteers or employees.
7. **Equipment.** LSS will insure all equipment belonging to them in amounts and under terms sufficient so as to hold the City harmless from any liability loss to said equipment. A complete inventory of equipment provided and used by LSS at the Adult Community Center will be provided to the City at the beginning of the contract period, and any changes thereto will be promptly reported in writing to the City. **City and Third-Party Equipment Use.** LSS shall make its equipment available to the City for use by it or other such persons or organizations as it may designate upon reasonable notice and at such times and under such conditions as the parties may agree to and the circumstances may warrant.
  - a. **Equipment Maintenance and Repair.** Other than as provided in Section b., LSS shall at all times be responsible for the maintenance, repair and replacement of equipment belonging to LSS or belonging to the City and used by LSS., LSS shall keep LSS-owned and City-owned but LSS used equipment in a safe and sanitary condition and shall be responsible for custodial activity associated with and resulting from their meals program. The entire rental area that is used by LSS must be cleaned on a daily basis.
  - b. **City-Owned Equipment.** The following equipment is owned by the City of Marshall and is to be maintained and/or replaced as needed by the City of Marshall:
    - i. Hobart Dishwasher,
    - ii. McCall 2 section freezer 4045F,
    - iii. Convection oven, Stainless steel worktable,
    - iv. Hobart mixer A200,
    - v. Hot food table E-303-25P6,
    - vi. Refrigerator COR155d, and
    - vii. Vulcan 6 burner oven.
  - c. **Equipment Security.** In the event the City rents the Adult Community Center Kitchen to a party other than LSS, LSS shall secure their equipment in such a manner as to not be accessible by anyone other than LSS or City Staff. The City is not responsible for any lost, stolen, or damaged LSS equipment not secured prior to third-party rental and use of the kitchen.
8. **Custodial Responsibilities.** The City shall be responsible for and provide necessary and reasonable maintenance and custodial services in and around the Adult Community Center. Spaces used and rented by LSS must be cleaned on a daily basis and in compliance with any requirements under LSS’ certification from the Department of Health.



9. **Applicable Laws, Rules, and Regulations.** LSS leadership and staff shall adhere to all applicable local, state, and federal laws and regulations. LSS leadership and Staff shall adhere to all applicable food safety laws and regulations. LSS leadership and staff shall adhere to the LSS and City Codes of Conduct and Performance and Conduct Standards respectively. If there are conflicts between the LSS and City codes of conduct, LSS Code of Conduct shall control for LSS employees and volunteers.
10. **Assignment and Subletting Prohibited.** LSS may not assign any right, privilege or license conferred by this agreement; nor may it sublet or encumber any portion of the lease premises without first obtaining written consent of the City.
11. **Amendment.** Notwithstanding any other provision hereof, the parties hereto may by mutual consent and in writing agree to modifications and additions hereto.
12. **Termination.** This agreement may be terminated prior to expiration of the term hereof as follows:
  - a. By Mutual written agreement of the Parties; or
  - b. Upon a Material Breach of the Agreement by the other party (the Breaching Party). A material breach occurs when a breach is not cured to the Aggrieved Party's reasonable satisfaction within sixty (60) days after the aggrieved Party provides the Breaching Party with written notice of the breach. In the event either Party gives written notice of breach, the Aggrieved Party alleging the breach may be required by the Breaching Party to specify in writing the exact nature of the alleged breach, specific incidents that support the claim of the alleged breach, and the specific actions that the Aggrieved party alleging the breach deems reasonable and appropriate to cure the alleged breach; or
  - c. By at Least 180 Days Written Notice. Either party shall provide a minimum of at least 180 days written notice prior to the effective date of termination.
13. **Breach.** In the event of a material breach as outlined in Paragraph 12(c), the Parties may pursue any and all available remedies at law or in equity under the laws of State of Minnesota. All available remedies in this Agreement or by law shall be cumulative, and the exercise of one right or remedy by the applicable party shall not impair its right to exercise any other right or remedy.
14. **Surrender.** In the event the Parties terminate this Agreement with no intent to renew, LSS shall peaceably surrender the leased space and remove all debris and personal property from the leased space. LSS shall not remove any of the improvements, City-owned appliances, equipment, or fixtures. LSS shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the final termination of this Agreement or LSS' surrender of the leased space. The City may dispose of all abandoned debris and personal property. LSS shall be responsible for any disposal costs.
15. **Notice.** Address for any notifications required by this agreement shall be as follows, unless and until written notice of a new address is given by one party to the other:

For City:

Adult Community Center Coordinator  
 SCC  
 107 South 4<sup>th</sup> Street  
 Marshall, MN 56258  
 (507) 537-6120

For LSS


LSS  
 Attn: Carrie Clemens  
 3101 South Frontage Road Suite 100  
 Moorhead, MN 56560  
 (218) 233-7521

16. **Data.** Where applicable, LSS agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act (MGDPA), and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the LSS in performing functions under this Agreement is subject to the requirements of the MGDPA and LSS must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. LSS duties and obligations within this section shall survive the expiration of this Agreement.
17. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
19. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
20. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first written above.

CITY OF MARSHALL, MINNESOTA


Print: Robert Byrnes

By:   
 Mayor, City of Marshall

Date: 12-19-2023

LUTHERAN SOCIAL SERVICES

Print: Maureen E. Warren

By:   
 Authorized Representative

Title: Senior Vice President of Services

Date: 12/27/2023

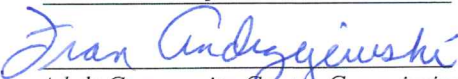
ATTESTED TO:

  
 City Clerk

Date: 12-19-2023

ADULT COMMUNITY CENTER COMMISSION

Print: Fran Andrzejewski

By:   
 Adult Community Center Commission

Date: 12/29/23