#### Lease: Aloha United Methodist Church + Open Door

#### A. Initial Information

- 1. Lease Title (AUMC Safe Rest Pod Village)
- 2. Property Owner (Aloha United Methodist Church)
- 3. Renter/Operator (Open Door HousingWorks)
- 4. Lot Size (16,994 Sq. Ft.)

"This Lease is made and entered into by and between The Aloha United Methodist Church, with an address at 2270 SW 198<sup>th</sup> Ave, Beaverton, OR 97006 ("Landlord"), and Open Door HousingWorks, with an address at 34420 SW Tualatin Valley Hwy, Hillsboro, OR 97123 ("Tenant"). "

## 5. Term Dates (09/08/2023, End Date)

"The term of this Lease ("Term") shall begin on September 8<sup>th,</sup> 2023 ("Commencement Date") and end no later than February 28, 2026. ("Expiration Date"). Tenant shall open and conduct its business at the Premises from approximately February 2024 through February 2026."

## 6. \$ Amounts (Rent)

"Total rent ("Rent") for each month is \$2,822.28, payable to Landlord at the above address as follows: 2270 SW 198<sup>th</sup> Ave, Beaverton, OR 97006."

## 7. Utilites Information

"Tenant agrees to pay for the following utilities attached to the Safe Rest Village as well as the increases in utilities due to the internal usage of church facilities during the Term of this Lease. Utilities will be pre-calculated into rent and all additional utilities will be added based on the reading of the tenant meter, which will be separately invoiced. In the event any such utility is disrupted so that Tenant cannot operate the Premises, and such disruption is caused by the acts or negligence of Landlord, its agents, employees or contractors, then all Rent shall abate thereafter until such utility service is restored."

#### B. Lease Description

"The Aloha United Methodist Church has opted to lease a small portion of their southern parking lot for the operation of a Safe Rest Pod Village, which will be funded by Washington County Housing Services. This lease is between the site owner, Aloha United Methodist Church (AUMC), and the safe rest pod service provider, Open Door." For further details pertaining to Open Door's duties as a shelter operator, see link: <a href="Scope of Work: Alternative Shelter Program">Scope of Work: Alternative Shelter Program</a> (Aloha/Central County)

## C. Permitted Use

"Tenant shall use the Premises only for the operation of the Safe Rest Pod Village. Tenant shall carry on no other business on said Premises without the prior written consent of Landlord. Tenant's use of the Premises shall comply with all laws, regulations, and any other government requirements." See Agreement: Aloha United Methodist Church + Washington County Memo of Understanding (MOU).

### D. Personal Property & Obligations

"The Aloha United Methodist Church is responsible for the electrical system, HVAC system, plumbing system, fire sprinkler and alarm systems (if required by local fire code), lighting fixtures, and physical structure of the Premises (inside church) are in good working order. The landlord represents that the facilities, or common areas not otherwise assigned to the Resident for maintenance and upkeep, in sanitary and safe condition. Additionally, the landlord represents that consistent access to and from the building will be provided for shelter staff to use the facilities, as agreed upon..."

"The Tenant shall furnish at its own expense all personal property to be used by Tenant on the Premises." Open Door is responsible for keeping and maintaining the Premises (Safe Rest Village) in good condition, order and repair, except for the premises which shall be the obligation of the landlord such as the church roof, foundation, and structural portions of the building. Without limiting the foregoing, Tenant shall specifically keep and maintain in good condition, order and repair, mechanical, electrical, HVAC or other utility systems servicing the Safe Rest Village, unless such repairs are necessitated by the negligence or intentional acts or omissions of Landlord or Landlord's Affiliates."

#### E. Occupancy

The maximum occupancy, including Open Door staff or other visitors, shall not exceed the amount defined by Tualatin Valley Fire and Rescue Maximum Occupancy Standards for the site."

## F. Neighborhood Agreement

"Open Door will abide by the neighborhood agreement put in place with the members of the community by: Maintaining a peaceful, safe, and clean neighborhood and community; Sharing open and honest communication; Helping each other address concerns and solve problems; Providing a needed public service for the benefit of the whole community; Respecting others and their properties; Partnering to sustain the overall surroundings and economic environment of the neighborhood" See Link: Aloha Safe Rest Pod Neighborhood Agreement (DRAFT)

## I. Vehicles

"The Church and Open Door have come to a pre-determined agreement for vehicle parking. The fence constructed around the Safe Rest Pod was determined based on the parking needs of the church, while also accommodating the parking needs of Open Door staff and program participants (residents of Safe Rest Village)." Program participants must abide by the vehicle rules put in place by Open Door and the Church.

# J. Washington County Ordinance #896: Regulating Public Property with Respect to Camps and Camping

Camping is prohibited in Washington County within 500 ft of the following:

- 1.) A location approved or operated as a shelter or providing shelter services or services to persons experiencing homelessness under Washington County Code, or HB4212, HB2006, or HB3261;
- 2.) Any County shelter providing emergency or temporary shelter;
- 3.) Any other location that has a legally established use providing shelter, safe sleeping, safe parking or other services primarily intended for people experiencing homelessness;

## K. Communication / Notices / Grievance Procedure

OpenDoor will maintain consistent communication with AUMC. Communication will remain open and OpenDoor will contact AUMC to inform them of any event that occurs or a complaint from a neighbor comes in.

## L. Safe Sanctuary Clause

Open Door will abide by the Safe Sanctuaries: Abuse Risk Reduction and Prevention Policy.

#### M. Insurance

Open Door will provide proof of insurance to AUMC.

| ALOHA UNITED METHODIST CHURCH  | OPEN DOOR HOUSINGWORKS     |
|--------------------------------|----------------------------|
| Signature: // la Cha Selfies   | Signature:                 |
| Printed Name: Walter R. Silves | Printed Name: Jeremy Toevs |
| Title: Chain of this feas      | Title: Executive Director  |
| Date: /2 Jun 2024              | Date: 05/24/2024           |

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