

To: Human Services Committee
Isabella County Commission on Aging

From: Brenda J. Upton, M.A. - Director
Isabella County Commission on Aging

Date: Wednesday, July 22, 2015

Re: Nutrition Site Agreement – Breckenridge - FY' 15

Background

The Isabella County Commission on Aging holds the contract through Region VII Area Agency on Aging for the Nutrition Programs in both Isabella and Gratiot Counties. This contract covers both the Congregate Meals and Home Delivered Meals Programs.

In order for the Nutrition Program to operate across both counties we were required to establish Congregate Meal Sites. These sites are spread geographically across the counties for the convenience of the Older Adult population who utilize them. Our Congregate Meals are located in buildings owned by other organizations. The County Board of Commissioners signs annual agreements with these organizations for the use of their buildings for the meals program. In March, 2015 the COA was informed that the Amazing Grace Church was selling their building and that we would no longer be able to use their building as a Congregate Meal Site.

The new Congregate Meal Site location in Breckenridge will be the Masonic Temple. This contract will cover from April, 2015 through September, 2015. Our monthly rental/utility is set at \$350.00 based on a five days per week rate. The old rate for Grace Church was \$400.00 per month.

Financial Impact

The use of community based facilities are vital to our Nutrition Programs and to the Older Adults we serve. The funds used to rent these facilities come from the grants and the funds generated by the county in which they are located.

Recommendations

We recommend that the County Board of Commissioners approve and sign the agreements.

Attachment: Copy of Rental Agreement for Breckenridge Masonic Temple

Isabella County Commission on Aging Agreement

This Agreement entered into the 1st day of April, 2015, by and between Breckenridge No. 406 Masonic Temple, with its principal place of business located at 122 East Saginaw St., Breckenridge, Michigan, address PO Box 54 Breckenridge, MI 48615 (herein called the "Lessor") and the Isabella County Commission on Aging, 2200 South Lincoln Road, Mt. Pleasant, Michigan, 48858 (hereinafter referred to as the "Commission"). The parties hereto in consideration of the mutual covenants herein agree as follows:

I. Building Use

- A. The Lessor agrees to allow the Commission to use its building located at 122 East Saginaw, Breckenridge, Michigan, and to provide within the building for the use of the Commission, the following:
 - 1. A kitchen area including refrigerator and stove, together with other incidental kitchen equipment as reasonably needed.
 - 2. Chairs and banquet tables.
 - 3. A small administrative space.
- B. The Commission shall have the right to use the dining area and kitchen of said building on Monday through Friday, between the hours of 10:00 a.m. and 2:00 p.m., inclusive.
- C. The Commission shall have additional use of the building, without cost, upon proper reservation for such use to the Lessor.
- D. The building shall be used and occupied by the Commission solely for the purpose of organizing, directing, and carrying out activities associated with and incidental to, the operation of a senior citizen nutrition meals program (herein the "Program"). Any other use of the building by the Commission must be approved in writing by the Lessor.
- E. The Commission agrees that it will use the building in accordance with the general rules and regulations of the Lessor, if any, regarding the use of said building, so long as such rules and regulations do not conflict with the basic purpose of this Agreement.
- F. The Lessor agrees that it will notify the Commission, in writing, at least two (2) weeks in advance of any need to use the building during any time normally reserved to the Commission, including any need the Lessor may have to repair the building during that time.
- G. Prior to the effective date of this Agreement, or as soon thereafter as is possible the Lessor shall arrange for a fire inspection of the building.
- H. Prior to the effective date of this Agreement, or as soon as possible thereafter, the Commission shall obtain the appropriate license(s) from the Mid-Michigan District Health Department for the Program.
- I. The Commission shall secure the building at the conclusion of its daily activity by locking all entrances to said building, unless other arrangements are made by both parties in writing.

II. Term

This Agreement shall extend for a period of six (6) months commencing on the 1st day of April, 2015, through the 30th day of September, 2015.

III. Reimbursable Costs

The Commission agrees to reimburse the Lessor for its actual maintenance and utility

costs incurred as a result of the Commission's use of said building pursuant to this agreement. These reimbursement payments shall be made at the end of each month upon receipt of proper documentation from the Lessor. These reimbursement payments shall constitute any and all compensation to be paid to the Lessor for the use of its building, and in no event shall the Commission be obligated to pay more than Three Hundred and fifty/100ths (\$350.00) Dollars per month for the use of said building. In the event that the Program is reduced to less than five (5) days per week, the monthly utility fee would be reduced accordingly.

IV. **Utilities**

The Lessor shall be responsible for, and shall pay all charges against the building and the premises upon which said building is located, for gas, water, heat, electricity, or any other similar utility service during the term of this agreement.

V. **Custodial Service**

The Lessor shall provide general custodial services for the building, and shall keep the restrooms and common area clean and the kitchen equipment in good repair. The Commission shall be responsible for leaving the building, and equipment clean upon the conclusion of its use of said building. The Lessor shall be responsible for snow removal.

VI. **Liability**

The lessor shall not be held liable for a breach of this Agreement in the event the building is damaged by an act beyond its control which makes its use untenable. In the event of such a condition, the Agreement may be immediately terminated by either party without further liability to either party. The Lessor shall not be held liable for damages or loss to equipment or materials owned by the Commission and located at the building, except when such damage or loss is due to Lessor's negligence.

VII. **Indemnity**

The Lessor agrees to hold harmless the Commission and Isabella County against and from any and all liabilities, obligations, claims, costs, and expenses which may be imposed upon or asserted against the Commission or Isabella County during the term of this by reason of any negligent or tortuous act by the Lessor, or any failure by the Lessor to perform its obligations under this Agreement.

VIII. **Insurance**

Each party hereto shall obtain an appropriate amount of personal liability insurance to adequately safeguard its interests, and the interest of those individuals participating in the Program. Additionally, each party shall insure its personal property as it deems appropriate.

IX. **Termination**

The Commission may terminate this Agreement upon ten (10) days written notice to the Lessor in the event that Commission grant funds, identified to this Program, lapse, cease, or are insufficient to allow the Commission to provide the services contemplated by this Agreement. In all other cases, either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to do so.

X. **Assignment**

This Agreement shall not be assigned without the express written consent of the parties hereto.

XI. **Modification**

This Agreement shall not be modified without the express written consent of the parties

hereto.

XII. **Severability**

If any provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and each provision shall be valid and enforceable to the fullest extent permitted by law.

XIII. **Compliance With Laws**

Both parties shall comply with all applicable Federal, State and Local laws, ordinances, code(s), regulations and policies.

XIV. **Entire Agreement**

This Agreement is intended by the parties hereto as the final and complete expression of their Agreement with respect to the terms as are contained herein, and may not be contradicted by evidence of any prior or contemporaneous Agreement, oral or otherwise.

In Witness Whereof, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the date first above written.

Witnessed By:

Lessor

Dale Shanbel
Larry Johnson

Breckenridge No. 406 Masonic Temple

Dale Bushre

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Isabella County, Authorized Signature