

To: Human Resources and Public Works Committee

From: Jennifer A. Crawford, M.S.A. - Director
Isabella County Commission on Aging



Date: September 26, 2019

Re: Nutrition Site Agreements – FY' 20

Background

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

In order for the Nutrition Program to operate across the county we are required to establish Congregate Meal Sites. These sites are spread geographically across the county 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. The following is a list of the Congregate Sites, the organization and the monthly amount that we pay.

<u>Site</u>	<u>Organization</u>	<u>Monthly Rent</u>
Shepherd	Shepherd United Methodist Church	\$ 150.00
Winn	Winn Community Building	\$ 300.00
Rosebush	Rosebush Manor	\$ 90.00
Weidman	Sherman Township	\$ 250.00

Please note that there has been no change in the monthly rental charges from FY19.

Financial Impact

The agreements for our Congregate Meal Sites have been in place for many years. The use of the facilities is vital to our Nutrition Programs and to the Older Adults we serve. The funds used to rent these facilities comes from grant funding.

Recommendations

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

Attachments

The following documents are attached for your review and signature

1. Site Agreement Contracts (4)

Isabella County Commission on Aging Lease Agreement

This Agreement made this 1st day of October, 2019, by and between Shepherd United Methodist Church, with its principal place of business located at 107 West Wright Street, Shepherd, Michigan, 48883, (herein called the "Lessor") and the County of Isabella action on behalf of the Isabella County Commission on Aging, located at 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:

1. **Building Use:**

- A. The Lessor agrees to allow the Commission to use its building located at the Shepherd United Methodist Church, 107 West Wright Street, Shepherd, Michigan, and to provide within the building for the use of the Commission, the following:
 - 1. A kitchen area together with other incidental kitchen equipment as reasonably needed; and
 - 2. A small administrative space.
- B. The Commission shall have the right to use said building, on Monday, Wednesday, and 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 Central-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.

2. **Term and Termination:** This Agreement shall extend for a period of one (1) year beginning the 1st day of October, 2019, through the 30th day of September, 2020.

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 sixty (60) days written notice to the other party of its intent to do so.

3. **Reimbursable Costs:** The Commission agrees to reimburse the Lessor for 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 ONE HUNDRED FIFTY AND 00/100ths (\$150.00) Dollars per month for the use of said building.
4. **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, and any other similar utility service during the term of this agreement.
5. **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. Snow removal in general parking area and walkways leading to the building shall be done by the Lessor. The Commission will be responsible for snow removal on sidewalks when the volume of snow does not require snow removal equipment.
6. **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.
7. **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.
8. **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.
9. **Assignment:** This Agreement shall not be assigned without the express written consent of the parties hereto.
10. **Modification:** This Agreement shall not be modified without the express written consent of the parties hereto.
11. **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.
12. **Compliance with Laws:** Both parties shall comply with all applicable Federal, State and Local laws, ordinances, code(s), regulations and policies. The building is to be considered a

"non-smoking building."

13. **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.

Isabella County:

Lessor:

Shepherd United Methodist Church

BY: _____

Chairperson

Isabella County Board of Commissioners

BY: Clifford Stacy

Supervisor

Isabella County Commission on Aging Lease Agreement

This Agreement made this 1st day of October, 2019, by and between Fremont Township, with its principal place of business located at Winn Community Building, West Blanchard Road, Winn, Michigan, 48896, (herein called the "Lessor") and the County of Isabella action on behalf of the Isabella County Commission on Aging, located at 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:

1. **Building Use:**

- A. The Lessor agrees to allow the Commission to use its building located at the Winn Community Building, West Blanchard Road, Winn, Michigan, and to provide within the building for the use of the Commission, the following:
 - 1. A kitchen area together with other incidental kitchen equipment as reasonably needed; and
 - 2. A small administrative space.
- B. The Commission shall have the right to use said building, on Monday, Wednesday, and 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 Central-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.

2. **Term and Termination:** This Agreement shall extend for a period of one (1) year beginning the 1st day of October, 2019, through the 30th day of September, 2020.

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 sixty (60) days written notice to the other party of its intent to do so.

3. **Reimbursable Costs:** The Commission agrees to reimburse the Lessor for 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 00/100ths (\$300.00) Dollars per month for the use of said building.
4. **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, and any other similar utility service during the term of this agreement.
5. **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. Snow removal in general parking area and walkways leading to the building shall be done by the Lessor. The Commission will be responsible for snow removal on sidewalks when the volume of snow does not require snow removal equipment.
6. **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.
7. **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.
8. **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.
9. **Assignment:** This Agreement shall not be assigned without the express written consent of the parties hereto.
10. **Modification:** This Agreement shall not be modified without the express written consent of the parties hereto.
11. **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.
12. **Compliance with Laws:** Both parties shall comply with all applicable Federal, State and Local laws, ordinances, code(s), regulations and policies. The building is to be considered a

"non-smoking building."

13. **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.

Isabella County:

BY: _____
Chairperson
Isabella County Board of Commissioners

Lessor:
Fremont Township Board

BY: 
Supervisor

Isabella County Commission on Aging Lease Agreement

This Agreement made this 1st day of October, 2019, by and between Rosebush Manor, with its principal place of business located at 4210 East Rosebush Road, Rosebush, Michigan, 48878, (herein called the "Lessor") and the County of Isabella action on behalf of the Isabella County Commission on Aging, located at 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:

1. **Building Use:**

- A. The Lessor agrees to allow the Commission to use its building located at the Rosebush Manor, 4210 East Rosebush Road, Rosebush, Michigan, and to provide within the building for the use of the Commission, the following:
 - 1. A kitchen area together with other incidental kitchen equipment as reasonably needed; and
 - 2. A small administrative space.
- B. The Commission shall have the right to use said building, on Monday, Wednesday, and 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 Central-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.

2. **Term and Termination:** This Agreement shall extend for a period of one (1) year beginning the 1st day of October, 2019, through the 30th day of September, 2020.

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 sixty (60) days written notice to the other party of its intent to do so.

3. **Reimbursable Costs:** The Commission agrees to reimburse the Lessor for 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 NINETY AND 00/100ths (\$90.00) Dollars per month for the use of said building.
4. **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, and any other similar utility service during the term of this agreement.
5. **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. Snow removal in general parking area and walkways leading to the building shall be done by the Lessor. The Commission will be responsible for snow removal on sidewalks when the volume of snow does not require snow removal equipment.
6. **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.
7. **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.
8. **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.
9. **Assignment:** This Agreement shall not be assigned without the express written consent of the parties hereto.
10. **Modification:** This Agreement shall not be modified without the express written consent of the parties hereto.
11. **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.
12. **Compliance with Laws:** Both parties shall comply with all applicable Federal, State and Local laws, ordinances, code(s), regulations and policies. The building is to be considered a

"non-smoking building."

13. **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.

Isabella County:

Lessor:

Rosebush Manor

BY: _____

Chairperson

Isabella County Board of Commissioners

BY:

Jessica Glass Rn.
Supervisor

8.26.2019

Isabella County Commission on Aging Lease Agreement

This Agreement made this 1st day of October, 2019, by and between Sherman Township, with its principal place of business located at 3550 North Rolland Road, Weidman, Michigan, 48893, (herein called the "Lessor") and the County of Isabella action on behalf of the Isabella County Commission on Aging, located at 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:

1. **Building Use:**

- A. The Lessor agrees to allow the Commission to use its building located at the Weidman Public Library, 3453 North School Road, Weidman, Michigan, and to provide within the building for the use of the Commission, the following:
 - 1. A kitchen area together with other incidental kitchen equipment as reasonably needed; and
 - 2. A small administrative space.
- B. The Commission shall have the right to use said building, on Monday, Wednesday, and 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 Central-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.

2. **Term and Termination:** This Agreement shall extend for a period of one (1) year beginning the 1st day of October, 2019, through the 30th day of September, 2020.

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 sixty (60) days written notice to the other party of its intent to do so.

3. **Reimbursable Costs:** The Commission agrees to reimburse the Lessor for 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 TWO HUNDRED FIFTY AND 00/100ths (\$250.00) Dollars per month for the use of said building.
4. **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, and any other similar utility service during the term of this agreement.
5. **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. Snow removal in general parking area and walkways leading to the building shall be done by the Lessor. The Commission will be responsible for snow removal on sidewalks when the volume of snow does not require snow removal equipment.
6. **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.
7. **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.
8. **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.
9. **Assignment:** This Agreement shall not be assigned without the express written consent of the parties hereto.
10. **Modification:** This Agreement shall not be modified without the express written consent of the parties hereto.
11. **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.
12. **Compliance with Laws:** Both parties shall comply with all applicable Federal, State and Local laws, ordinances, code(s), regulations and policies. The building is to be considered a

"non-smoking building."

13. **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.

Isabella County:

Lessor:

Sherman Township Board

BY: _____

Chairperson

Isabella County Board of Commissioners

BY: _____

Bob Thompson
Supervisor