

## **Agreement to Provide Physical Facilities for Temporary Shelter**

THIS AGREEMENT for use of the Corunna Community Center is entered into as of June 3, 2015 and revised October 10, 2019 by and between Pleasant View Shiawassee County Medical Care Facility and the City of Corunna for the provision of physical facilities to serve as a temporary Corunna Community Center for the residents of the Pleasant View Shiawassee County Medical Care Facility in the event of the need for emergency evacuation of the Pleasant View Shiawassee County Medical Care Facility.

### **RECITALS**

- A. The Pleasant View Shiawassee County Medical Care Facility is a Long Term Care/Skilled Nursing Facility, with census at full capacity of 136.
- B. The Corunna Community Center is a 12,000 sq. ft. event and activities gathering place and certified Red Cross shelter that has the capacity to temporarily accommodate approximately 450 which would include residents and the Pleasant View Shiawassee County Medical Care Facility's staff who care for those residents.

### **AGREEMENT**

In consideration of the mutual promises in this Agreement, The Pleasant View Shiawassee County Medical Care Facility and the City of Corunna agree as follows:

**1. Nature of Services.** The Corunna Community Center is not a nursing Facility, health care facility, or residential facility licensed by the State of Michigan.

1.1 The Corunna Community Center will provide the following physical facilities to the Pleasant View Shiawassee County Medical Care Facility on a temporary basis:

- Space sufficient to accommodate sleeping arrangements for residents and space for the Pleasant View Shiawassee County Medical Care Facility staff who provide care for the residents.
- Restrooms
- Electricity to provide light and to supply power to necessary medical devices and/or equipment to care for the residents.
- A potable water source or space to accommodate water reserves.

1.2 The Corunna Community Center's physical facilities will only include the aforementioned services and do not include:

- Staffing
- Supplies
- Medical care

- Food or water (other than city services)
- Clothing
- Beds or linen
- Transportation

1.3 The Pleasant View Shiawassee County Medical Care Facility will be responsible for providing food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication (if appropriate) or arranging for these services and provisions.

2. **Availability of Corunna Community Center.** As part of the emergency nature of the services required by the Pleasant View Shiawassee County Medical Care Facility, the City of Corunna agrees to be available as provided in the AGREEMENT at any time, 24 hours/day, seven days/week. In the event that the building is not immediately available the Shiawassee County Emergency Manager will work in conjunction with Pleasant View Shiawassee County Medical Care Facility to find a temporary shelter until the Corunna Community Center will be made available.

2.1 The Pleasant View Shiawassee County Medical Care Facility will designate a contact person (or designee) who will notify the City of Corunna of the need for its services. This contact person would be any of the department supervisors or the administrator.

2.2 The City of Corunna will designate a contact person (or designee) who will ensure that the Corunna Community Center is available for use by the Pleasant View Shiawassee County Medical Care Facility in the case of an emergency at any time, 24 hours/day, seven days/week.

2.3 In the alternative, the City of Corunna and the Pleasant View Shiawassee County Medical Care Facility will agree on a designated contact person or designee who will have access to the Corunna Community Center in the event of an emergency at any time, 24 hours/day, seven days/week. The Pleasant View Shiawassee County Medical Care Facility will contact Central Dispatch using either 911 or 989-743-3411 who will then contact the Corunna Police Department.

2.4 In the event of an emergency, the services of the City of Corunna will be necessary only until it has been deemed safe for the residents to return to the Pleasant View Shiawassee County Medical Care Facility, or the residents have been placed in an alternative setting.

2.5 The Pleasant View Shiawassee County Medical Care Facility agrees to make a good faith effort to utilize the Corunna Community Center only as long as necessary and make a good faith effort to transfer residents to alternative placement as quickly as safely possible.

3.0 **Insurance coverage.** The City of Corunna agrees to maintain premises liability insurance.

4.0 **Indemnification.** The City of Corunna and the Pleasant View Shiawassee County Medical Care Facility agree to indemnify and hold each other harmless for all claims and damages for all negligent acts or omissions arising out of or as a result of the performance of this Agreement.

5.1 **Fees.** The Pleasant View Shiawassee County Medical Care Facility agrees to pay the City of Corunna at a rate of \$20 per month to maintain the Corunna Community Center in a position to accommodate all the terms of this agreement.

5.2 The Pleasant View Shiawassee County Medical Care Facility agrees to reimburse the City of Corunna for additional expenses incurred during the use of its facilities.

6.1 **Entire Agreement.** This Agreement contains the entire Agreement between parties.

6.2 Any amendments to this Agreement must be made in writing and signed by both parties.

7. **Applicable Law.** This Agreement and any disputes relating to it shall be construed under Michigan Law.

7.1 If any of the provisions in this Agreement are determined to be in violation of State or Federal law, said provisions shall be interpreted so as to be in compliance with such law or said provisions shall fall out of this Agreement, but otherwise, the Agreement shall be unaffected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated above.

Pleasant View Shiawassee County Medical Care Facility

By: Shawn E. [Signature]

Its: Administrator

City of Corunna

By: [Signature]

Its: City Manager

