

RESOLUTION NO. 321

A RESOLUTION AUTHORIZING MOUNT CARMEL/HAWKINS COUNTY SENIOR CITIZENS' CENTER, INC. FUNDING AGREEMENT and LEASE AGREEMENT.

- WHEREAS,** the fiscal year 2005/2006 General Fund Budget has appropriated certain funds to provide financial assistance to the Mount Carmel/Hawkins County Senior Citizens' Center, Inc.; and
- WHEREAS,** Mount Carmel Municipal Code §1-202 authorizes the Mayor to enter into contracts; and
- WHEREAS,** the Town of Mount Carmel wishes to enter into a funding agreement with the Mount Carmel/Hawkins County Senior Citizens' Center, Inc.;
- WHEREAS,** the Town of Mount Carmel wishes to enter into a lease agreement for the use of municipal facilities by the Mount Carmel/Hawkins County Senior Citizens' Center, Inc., and
- WHEREAS,** it is the best interest of the citizens of the Town of Mount Carmel, Tennessee, to enter into such an agreement and provide such funding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

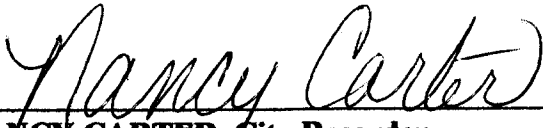
- SECTION I.** The Mayor for the Town of Mount Carmel, Tennessee, is authorized to execute on behalf of the Town the Funding Agreement attached hereto as Exhibit A, and the Lease Agreement attached hereto as Exhibit B; and
- SECTION II.** This Resolution shall take effect upon its passage as the law requires.

ADOPTED this the 31 day of May, 2005.

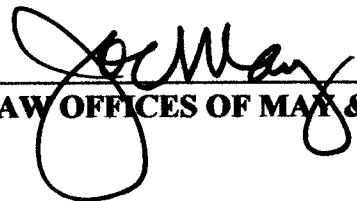


GARY LAWSON, Mayor

ATTEST:


NANCY CARTER, City Recorder

APPROVED AS TO FORM:


LAW OFFICES OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Alderman Henry Bailey	✓		
Vice-Mayor Eugene Christian	✓		
Mayor Gary Lawson	✓		
Alderman Tresa Mawk	absent		
Alderman Thomas Wheeler	✓		
Alderman Carl Wolfe	✓		
Alderman Wanda Worley	✓		
TOTALS			

passed 5-31-05

AGREEMENT

Between

THE TOWN OF MOUNT CARMEL, TENNESSEE

and

MT. CARMEL - HAWKINS COUNTY SENIOR CITIZENS' CENTER, INC.

FUNDING AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2005, by and between the Town of Mount Carmel, hereinafter called "TOWN", and the Mt. Carmel-Hawkins County Senior Citizens' Center, Inc., hereinafter called "SENIOR CENTER".

WITNESSETH:

WHEREAS, SENIOR CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §6-54-111 and §48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, TOWN is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organization, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SENIOR CENTER has requested financial assistance pursuant to said Sections which TOWN has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a senior citizens center for senior citizens in the Mount Carmel area and to state the terms and conditions upon which financial assistance will be provided by TOWN and the manner in which the project will be carried out by SENIOR CENTER.

2. DESCRIPTION OF THE PROJECT.

SENIOR CENTER agrees to perform the following:

- A. Information and Referral as described in the Tennessee Commission on Agency Services Description
- B. Outreach as described in the Tennessee Commission on Agency Services Description
- C. Education as described in the Tennessee Commission on Agency Services Description
- D. Health Screening (activities) as described in the Tennessee Commission on Agency Services Description
- E. Physical Fitness as described in the Tennessee Commission on Agency Services Description
- F. Recreation as described in the Tennessee Commission on Agency Services Description
- G. Telephone Reassurance as described in the Tennessee Commission on Agency Services Description
- H. Visiting as described in the Tennessee Commission on Agency Services Description

- 3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by TOWN to SENIOR CENTER under this Agreement shall not exceed TWENTY TWO THOUSAND ONE HUNDRED FORTY FIVE DOLLARS (\$22,145.00) without additional express appropriation by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee.

- 4. REQUEST FOR REIMBURSEMENT.** SENIOR CENTER shall request reimbursement from TOWN on a quarterly basis using forms and procedures specified by TOWN, by certified statement of the actual expenses incurred or the purpose for which the advance is requested.

- 5. REIMBURSEMENT BY TOWN.** TOWN will honor all requests for reimbursement of monies expended in the performance of the services set forth in Paragraph 2 of this agreement; for the cost of the general liability insurance required by the lease agreement of even date between the parties; and no other purpose without the written authorization of TOWN, up to the amount stated in paragraph 3 provided that SENIOR CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section shall not constitute a final determination by TOWN of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.

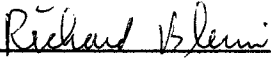
- 6. AUDITS.** The final determination of the amount, not to exceed TWENTY TWO THOUSAND ONE HUNDRED FORTY FIVE DOLLARS (\$22,145.00), subject to reimbursement under the terms of this Agreement shall be based on an audit conducted by or acceptable to TOWN. All records shall be retained for this purpose for a period of not less than three years. Subsequent to the close of SENIOR CENTER fiscal year for

which operating assistance is provided, SENIOR CENTER shall furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which shall include at minimum a balance sheet, statement of cash flows, statement of activity and all necessary related footnotes for SENIOR CENTER fiscal year.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SENIOR CENTER shall establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SENIOR CENTER further agrees to submit to TOWN a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** SENIOR CENTER shall not assign any rights to funds without prior written authorization from TOWN.
10. **TERMINATION.** This agreement may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of such termination. In the event of termination, SENIOR CENTER shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SENIOR CENTER shall immediately notify TOWN of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SENIOR CENTER hereby assures TOWN that SENIOR CENTER is legally entitled to funds from TOWN.
13. **OPERATING INFORMATION.** SENIOR CENTER will provide any relevant information requested by TOWN concerning SENIOR CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** TOWN and SENIOR CENTER have previously agreed that the project term for this contract is from July 1, 2005, to June 30, 2006. Accordingly, funds allocated by TOWN to SENIOR CENTER can be used to reimburse SENIOR CENTER for eligible project expenses beginning on July 1, 2005. In no event shall TOWN participate in project expenses incurred after June 30, 2006.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**MOUNT CARMEL-HAWKINS COUNTY
SENIOR CITIZENS CENTER, INC.**



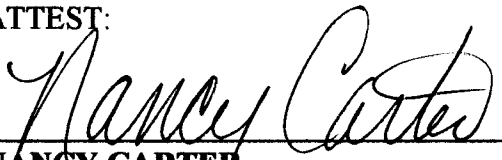
RICHARD BLEVINS
Authorized Representative

TOWN OF MOUNT CARMEL



GARY LAWSON
Mayor

ATTEST:



NANCY CARTER
City Recorder

APPROVED AS TO FORM:



LAW OFFICE OF MAY & COUP

AGREEMENT
Between
THE TOWN OF MOUNT CARMEL, TENNESSEE
and
MOUNT CARMEL-HAWKINS COUNTY
SENIOR CITIZENS' CENTER, INC.

LEASE AGREEMENT

THIS LEASE, made and entered into as of this the 1st day of July, 2005, by and between the Town of Mount Carmel, a municipal corporation (herein called "Landlord"), and the Mount Carmel-Hawkins County Senior Citizens' Center, Inc., a nonprofit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space on the second floor in the building known as City Hall. Tenant shall have, subject to the right of Landlord to enter to inspect, maintain, and repair, exclusive occupancy of an office and storage room, and non-exclusive use during the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday of the auditorium, kitchen, and restroom facilities (herein called "Premises"). Upon request to Landlord, Tenant may have use of the Premises outside of said hours so long as it has not been previously scheduled for use by Landlord for itself or another, on such terms and conditions as Landlord may establish from time to time. Premises are located in the Town of Mount Carmel, Hawkins County, Tennessee.

This Lease is subject to the terms, covenants, and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants, and conditions by it to be kept and performed.

2. **Term.** The term of this Lease shall be until June 30, 2006, and shall commence to run on July 1, 2005. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein.
3. **Use.** Tenant shall use the Premises for Senior Citizens' Center-related activities including office functions, classes, workshops, receptions, exhibits, meetings, and fundraising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of TWELVE DOLLARS (\$12.00), payable in monthly installments of ONE DOLLAR (\$1.00), in advance, on or before the first day of each and every successive calendar month during the term hereof. The amount of rent is subject to change at each renewal.
5. **Use Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the right of other Tenants or occupants of City Hall, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Board of Mayor and Aldermen, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.
6. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulation or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and the Tenant.
7. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be

removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Tenant shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair.

8. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.
9. **Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.
10. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of the law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, members and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.
11. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property

or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents of the Premises.

12. **Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury or death of one person in any one accident or occurrence and in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury or death of more than one person in any one accident or occurrence. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Insurance required hereunder shall be obtained from companies acceptable to Landlord.
13. **Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon delivery of a copy of them to Tenant.
14. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a Tenant at will, and in no event a Tenant from month to month.
15. **Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect or maintain the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means in case of an emergency to open said doors, including the office and storage room to which Tenant has exclusive occupancy, in order to obtain entry to the Premises without liability to Tenant.
16. **Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about City Hall shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and to install within said areas, planters, sculpture, or otherwise.

The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulation as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

**MOUNT CARMEL - HAWKINS COUNTY
SENIOR CITIZENS' CENTER, INC.**

by: Richard Blevins
RICHARD BLEVINS
Authorized Representative

TOWN OF MOUNT CARMEL

Gary Lawson
GARY LAWSON, Mayor

ATTEST:

Nancy Carter
NANCY CARTER, City Recorder

APPROVED AS TO FORM:

Joe May
LAW OFFICE OF MAY & COUP, Attorney