



**BOARD COORDINATOR
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
FAX: (810) 257-3008

JOSHUA M. FREEMAN
COORDINATOR

**HUMAN SERVICES COMMITTEE
WEDNESDAY, AUGUST 21, 2017, 9:30 a.m.**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES – August 7, 2017 - Attached

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

A. GCCARD

1. H082117VIA1: Request approval to accept the site and operational agreements between the GCCARD Head Start Program and the school, church or agency board officials for the use of classroom sites for 2017-18 Early Head Start Expansion grant – Attached
2. H082117VIA2: Request approval to accept the site agreement between the GCCARD Head Start Program and Charles Stewart Mott Community College (Southern Lakes branch) – Attached
3. H082117VIA3: Request approval to accept additional Phase 34 FEMA funding for shelter, rent, mortgage, and utility assistance – Attached
(ROLL CALL VOTE REQUESTED)
4. H082117VIA4: Request approval to submit a food proposal to the Michigan Department of Education, Child and Adult Care Food Program to be used for the Head Start Nutrition Program – Attached
5. H082117VIA5: Request approval to enter into the food service contracts with 17 school districts to provide food service to the GCCARD Head Start program -- Attached

VIII. OTHER BUSINESS

IX. ADJOURNMENT

HUMAN SERVICES COMMITTEE
Monday, August 7, 2017 at 9:30 a.m.
Minutes



CALL TO ORDER

Chairperson Clack called the Human Services Committee meeting to order at 10:38 a.m.



ROLL CALL

Roll Call.

Present: Clack, Ellenburg, Courts, Young, Cousineau, Henry, Martin.

Excused: Nolden, Shapiro.



MINUTES – July 24, 2017

Motion: To approve the July 24, 2017 Human Services Committee minutes as presented

Action: Approve, **Moved by** Young, **Seconded by** Ellenburg.

Motion passed unanimously.



PUBLIC COMMENT TO COMMITTEE

None



COMMUNICATIONS

None



OLD BUSINESS

None

NEW BUSINESS

A. GCCARD –

H080717VIIA1: Request authorization to accept 13th amendment to the Community Service Block Grant CSBG14-25012 – Attached **(ROLL CALL VOTE REQUESTED)**



Motion: To authorize acceptance of the 13th amendment to the Community Service Block Grant CSBG14-25012

Action: Approve, Moved by Young, **Seconded by** Henry.

Commissioner Nolden entered meeting 10:39 a.m.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.

Excused: Shapiro.



H080717VIIA2: Request approval of the Delegate contract between GCCARD and the Beecher School District for the operation of the Early Head Start program beginning July 1, 2017 and terminating June 30, 2018 - Attached

Motion: To approve the Delegate contract between GCCARD and the Beecher School District for the operation of the Early Head Start program beginning July 1, 2017 and terminating June 30, 2018

Action: Approve, **Moved by** Young, **Seconded by** Cousineau.

Motion passed unanimously.

Commissioner Shapiro entered meeting at 10:40 a.m.



H080717VIIA3: Request authorization to accept LCA16-25012 amendment – Attached

Motion: To authorize acceptance of LCA16-25012 amendment

Action: Approve, **Moved by** Henry, **Seconded by** Courts.

Motion passed unanimously.



H080717VIIA4: Request authorization to accept WAP16-25012 amendment – Attached

Motion: To authorize acceptance of WAP16-25012 amendment

Action: Approve, **Moved by** Henry, **Seconded by** Nolden.

Motion passed unanimously.



B. HEALTH DEPARTMENT –

H080717VII B1: Request authorization to accept amendment #1 with Jamie Florida for Healthy Start Initiative - Attached

Motion: To authorize the acceptance of amendment #1 with Jamie Florida for Healthy Start Initiative

Action: Approve, **Moved by** Nolden, **Seconded by** Henry.

Motion passed unanimously.



H080717VII B2: Request authorization for overnight travel for Tessa Clardy to attend the 2017 Healthy Start Convention in Nashville, TN September 18 – 20, 2017 – Attached

Motion: To authorize for overnight travel for Tessa Clardy to attend the 2017 Healthy Start Convention in Nashville, TN September 18 – 20, 2017

Action: Approve, **Moved by** Henry, **Seconded by** courts

Chairman Clack suggested combining #2 and #3 together for voting. Both are going to the same conference at the same time.

Motion: to combine #2 and #3 together for voting

Action: Approve, **Moved by** Courts, **Seconded by** Henry

Motion carried

Opposed by: Young

H080717VII B3: Request authorization for overnight travel for Suzanne Cupal to attend the 2017 Healthy Start Convention in Nashville, TN September 18 – 20, 2017 – Attached

Approved with item #2



H080717VII B4: Request authorization for overnight travel for Robin Shook to attend the 2017 Annual Family Planning Update Conference in Grand Rapids, MI September 18 – 20, 2017 – Attached

Motion: To combine #4 and #5 for voting. To authorize overnight travel for Robin Shook to attend the 2017 Annual Family Planning Update Conference in Grand Rapids, MI September 18 – 20, 2017

Action: Approve, **Moved by** Young, **Seconded by** Nolden.

Motion carried

H080717VII B5: Request authorization for overnight travel for Kelli Stokes to attend the 2017 Annual Family Planning Update Conference in Grand Rapids, MI September 18 – 20, 2017 – Attached

Approved with item #4



H080717VII B6: Request authorization for overnight travel for Susan Taipalus to attend the 2017 Annual Family Planning Update Conference in Grand Rapids, MI September 19 – 20, 2017 – Attached

Motion: To authorize overnight travel for Susan Taipalus to attend the 2017 Annual Family Planning Update Conference in Grand Rapids, MI September 19 – 20, 2017

Action: Approve, **Moved by** Young, **Seconded by** Ellenburg.

Motion passed unanimously.

C. SENIOR SERVICES –



H080717VIIC1: - Request approval of the Krapohl and Brennan Senior Center Budget Amendment - Attached

Motion: To approve the Krapohl and Brennan Senior Center Budget Amendment

Action: Approve, **Moved by** Young, **Seconded by** Henry.

Motion passed unanimously.



VIII. OTHER BUSINESS

None



IX. ADJOURNMENT

Chairperson Clack adjourned the Human Services Committee meeting at 10:44 a.m.

HUMAN SERVICES COMMITTEE AGENDA
AUGUST 7, 2017

Transcribed by:

Melissa S. Bishop

Administrative Secretary



Genesee County Community Action Resource Department
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

Commissioners

Bryant Nolden
District 1

Brenda Clack
District 2

Ellen Ellenburg
District 3

Kim Courts
District 4

Mark Young
District 5

Drew Shapiro
District 6

Martin Cousineau
District 7

Ted Henry
District 8

David Martin
District 9

**GCCARD HEAD START
MEMORANDUM**

TO: Brenda Clack, Chairperson, Human Services Committee

FROM: Matt Purcell, Executive Director *MP*

SUBJECT: Request acceptance of site and operational agreements between the GCCARD Head Start Program and the school, church or agency board officials for the use of classroom sites for 2017-2018 Early Head Start Expansion Grant.

DATE: August 21, 2017

Administration

Matthew A. Purcell
Executive Director

Stephanie L. Howard
Deputy Executive Director

Program Directors

Daniel Newcombe
Neighborhood Svcs. Director

Tamitha Taylor
Nutritional Svcs Asst. Director

Chevon Wilborn
Nutritional Svcs Asst. Director

Andre Strater
Finance Director

Matthew Odette
Home Maint. Asst. Director

Kelli Webb
Head Start Director

BACKGROUND INFORMATION:

The Flint School District, Sylvester Broome Empowerment Village, Carriage Town Ministries, Grace Emmanuel Baptist Church, and Living Word Ministries will provide rent and utilities with nominal cost to offset increased expenses. These are Early Head Start Expansion sites, thus are in addition to those lease/operational agreements previously approved.

REQUESTED ACTION:

Genesee County Community Action Resource Department (GCCARD) requests approval of these lease agreements from this committee between the Genesee County Community Action Resource Department and the appropriate school or church officials and recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

MP/KW/bmh

Attachment

H:\CENTRAL OFFICE\CORRESPONDENCE\HSC\AGREEMENTS\17-18 EHS EXPANSION LEASE AGREEMENTS.DOCX



LEASE

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into the 1st day of August, 2017 by and between Flint Community Schools, a Michigan municipal corporation, whose principal place of business is 923 E. Kearsley St., Flint, MI 48503 (the "Landlord"), and the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan 48502 (the "County").

1. The Property

The Landlord leases to the County, and the County leases from the Landlord the premises situated at Holmes Elementary, 6602 Oxley., Flint, MI 48504 (the "Leased Premises"), more particularly described on Exhibit A.

2. The Lease Term

The term of this Lease shall commence on August 1, 2017 and shall end on July 31, 2018 (the "Initial Term"). The County and the Landlord may agree in writing to extend this Lease Agreement for additional one (1) year terms (the "Extension Terms").

3. The Rent and the Landlord's Contribution

The Leased Premises shall be provided to County under this lease free of charge. This transaction shall be accounted for as follows: The rent for this Lease shall be in the amount of \$_____ per month. The Landlord agrees to credit County \$_____ per month against the amount of rent due and payable by the County during the term of this Lease. The credited amount represents a donation by the Landlord of the fair rental value of the leased premises as Landlord's "in-kind" contribution as required by the terms of its grant agreement with the U.S. Department of Health and Human Services Administration for Children and Families. For the avoidance of doubt, Landlord's "in-kind" contribution shall cover the entire amount of rent each month.

4. Use and Access

4.1 Use of the Property

The County agrees that it shall use the Leased Premises solely for the purpose of conducting the business of a Head Start Program (the "Head Start Program") servicing the parents and children in the City of Flint.

4.2 The County's Access to the Property

County shall have full access to and may use the Leased Premises for the aforementioned use from 7:00 a.m. to 5:00 p.m. daily, Monday through Friday during the Initial Term or any Extension Term of this Lease Agreement. Landlord agrees to permit occasional use of the building by the County for evening parent teacher conferences, parent meetings, and open houses upon the County's advance request and at the convenience of the Landlord.

5. **Landlord's Rules and Regulations**

The County's staff shall be trained in and asked to follow all Flint Community Schools Policies and Rules and Regulations, to the extent that they do not conflict with the Federal Head Start Rules and Regulations.

6. **Maintenance and Utilities**

6.1 Maintenance

The Landlord agrees that it shall provide all necessary maintenance to the Leased Premises during the term of this Lease Agreement, including daily janitorial service.

6.2 Utilities

The Landlord shall provide water and sewer facilities, electricity, and heat to the Leased Premises.

7. **Publicity Rights**

The County shall obtain approval from Landlord for any press releases that would use the name of Landlord or the Leased Premises.

8. **Assignment or Transfer**

The County shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises without the previous written consent of the Landlord.

9. **Insurance Requirements**

9.1 The County's Insurance Requirements

The County shall carry liability insurance for the Leased Premises, the limits of which shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. The County shall carry property insurance sufficient to cover all of its equipment and supplies in the classroom.

9.2 Landlord's Insurance Requirements

The Landlord shall maintain public liability insurance for all public areas of the building in an amount not less than the amount required for the County in the preceding paragraph, and the County shall be named as an additional insured party on such policy.

10. Allocation of Liability

10.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Lease shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

10.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Lease shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

10.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

11. Termination and Surrender

11.1 Condition Upon Surrender

County shall, at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear and damage by the elements, by fire, smoke, or explosion or by an unavoidable or unforeseen cause.

11.2 County's Right to Vacate

The Landlord agrees that, if during the term of this lease, the County no longer requires the amount of space as identified in this agreement, the County shall have the right to vacate.

12. General Provisions

12.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the

Leased Premises other than those contained herein.

12.2 Modification

This Lease Agreement may be modified only in writing executed with the same formalities as this Lease Agreement.

12.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

12.4 Headings

The paragraph headings in this Lease Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Lease Agreement.

12.5 Severability and Survival

In the event that any provision of this Lease Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease Agreement.

12.6 Interpretation

Each Party has had opportunity to have this Lease Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized agents.

FLINT COMMUNITY SCHOOLS

**GENESEE COUNTY BOARD OF
COMMISSIONERS**

By: _____
Bilal Tawwab
Superintendent

By: _____
Mark Young
Chairperson

EXHIBIT A
Property Description

Two classrooms located in the Holmes Elementary Building with a total of _____ square feet for 16 infants and toddlers.

HEAD START OPERATIONAL AGREEMENT

This Head Start Operational Agreement (the "Agreement") is made this 1st day of August 2017, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Flint Community Schools, whose principal place of business is located at 923 E. Kearsley St., Flint, MI 48503 (the "School District") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

1.2 Extension Terms

The Parties may, by written agreement, extend this Agreement for up to five (5) additional one year terms (the "Extension Terms").

2. Purpose

Pursuant to a Lease executed contemporaneously with the execution of this Agreement, the County has agreed to operate a Head Start Program at Holmes Elementary, 6602 Oxley Dr., Flint, MI 48504 for the benefit of the children and families in and around the Flint School District community (the "Head Start Program"). The purpose of this Agreement is to outline the obligations and responsibilities of the Parties in the operation of the Head Start Program.

3. The County's Head Start Program

3.1 The County will ensure that all applicable licenses and permits are obtained and maintained for the operation of the Head Start Program.

3.2 Staffing and Hours

3.2.1. The School District acknowledges that the Head Start Program will be staffed by the County's contractor, the Oakland-Livingston Head Start Agency ("OLHSA"). OLHSA is an independent contractor for the County and neither OLHSA nor any of its employees or agents shall be treated as the County's employees. The School District acknowledges that OLHSA is solely responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments.

3.2.2. The County, through OLHSA, will provide staff to cover 2 infant and toddler classrooms of 16 children. OLHSA shall provide salaries and fringe benefits for the Head Start teachers and

teacher assistants teaching and supervising the children in the Head Start Program. OLHSA will also provide other coordinating Staff to provide supervision and technical assistance to the Head Start teaching staff. The hours the Head Start staff will work with children will be coordinated with School District.

3.3 Supplies and Equipment

The County shall supply all equipment, materials, and supplies needed in the Head Start classroom. All materials and equipment purchased by Head Start must be clearly labeled and inventoried yearly.

3.4 Head Start Rules and Regulations

The School District agrees to comply with all applicable Head Start Rules and Regulations. The School District agrees to ensure that all of School District's personnel who are involved with the Head Start Program are trained in the Head Start Rules and Regulations.

3.5 County's Sole Responsibility

The County is solely responsible for the administration of the Head Start Program. Except as provided for in this Agreement, the School District assumes no responsibility for any aspect of the Head Start Program.

4. School District to Provide Meals

The School District will provide breakfast, snack and lunch for children in the Head Start Program. The School District's menu and meal plan is subject to the review and approval of the Head Start Nutritionist. Head Start will make application and submit reports to the Child and Adult Care Food Program (CACFP) for meal reimbursement. The School District will bill Head Start for meals served.

5. Federal Rules and Regulations

The County and OLHSA will abide by all Head Start performance standards, forms, record keeping and other Federal Rules and Regulations while working in the Head Start classrooms.

6. Allocation of Liability

6.1 School District's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the School District in the performance of this Agreement shall be the responsibility of the School District and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the School District or any employee or agent of the School District.

6.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the School District if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

6.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the School District in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the School District in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

7. General Provisions

7.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

7.2 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

7.3 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

7.4 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

7.5 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

7.6 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

FLINT COMMUNITY SCHOOLS

GENESEE COUNTY BOARD OF
COMMISSIONERS

By: _____
Bilal Tawwab
Superintendent

By: _____
Mark Young
Chairperson

LEASE

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into the 1st day of August, 2017 by and between Sylvester Broome Empowerment Village, a Michigan municipal corporation, whose principal place of business is 4119 N. Saginaw St., Flint, MI 48505 (the "Landlord"), and the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan 48502 (the "County").

1. The Property

The Landlord leases to the County, and the County leases from the Landlord the premises situated at Sylvester Broome Empowerment Village, 4119 N. Saginaw St., Flint, MI 48505 (the "Leased Premises"), more particularly described on Exhibit A.

2. The Lease Term

The term of this Lease shall commence on August 1, 2017 and shall end on July 31, 2018 (the "Initial Term"). The County and the Landlord may agree in writing to extend this Lease Agreement for additional one (1) year terms (the "Extension Terms").

3. The Rent and the Landlord's Contribution

The Leased Premises shall be provided to County under this lease free of charge. This transaction shall be accounted for as follows: The rent for this Lease shall be in the amount of \$_____ per month. The Landlord agrees to credit County \$_____ per month against the amount of rent due and payable by the County during the term of this Lease. The credited amount represents a donation by the Landlord of the fair rental value of the leased premises as Landlord's "in-kind" contribution as required by the terms of its grant agreement with the U.S. Department of Health and Human Services Administration for Children and Families. For the avoidance of doubt, Landlord's "in-kind" contribution shall cover the entire amount of rent each month.

4. Use and Access

4.1 Use of the Property

The County agrees that it shall use the Leased Premises solely for the purpose of conducting the business of a Head Start Program (the "Head Start Program") servicing the parents and children in the City of Flint.

4.2 The County's Access to the Property

County shall have full access to and may use the Leased Premises for the aforementioned use from 7:00 a.m. to 5:00 p.m. daily, Monday through Friday during the Initial Term or any Extension Term of this Lease Agreement. Landlord agrees to permit occasional use of the building by the County for evening parent teacher conferences, parent meetings, and open houses upon the County's advance request and at the convenience of the Landlord.

5. **Landlord's Rules and Regulations**

The County's staff shall be trained in and asked to follow all Sylvester Broome Empowerment Village Policies and Rules and Regulations, to the extent that they do not conflict with the Federal Head Start Rules and Regulations.

6. **Maintenance and Utilities**

6.1 Maintenance

The Landlord agrees that it shall provide all necessary maintenance to the Leased Premises during the term of this Lease Agreement, including daily janitorial service.

6.2 Utilities

The Landlord shall provide water and sewer facilities, electricity, and heat to the Leased Premises. The county agrees to pay \$400.00 per month to the landlord toward these costs.

7. **Publicity Rights**

The County shall obtain approval from Landlord for any press releases that would use the name of Landlord or the Leased Premises.

8. **Assignment or Transfer**

The County shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises without the previous written consent of the Landlord.

9. **Insurance Requirements**

9.1 The County's Insurance Requirements

The County shall carry liability insurance for the Leased Premises, the limits of which shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. The County shall carry property insurance sufficient to cover all of its equipment and supplies in the classroom.

9.2 Landlord's Insurance Requirements

The Landlord shall maintain public liability insurance for all public areas of the building in an amount not less than the amount required for the County in the preceding paragraph, and the County shall be named as an additional insured party on such policy.

10. Allocation of Liability

10.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Lease shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

10.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Lease shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

10.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

11. Termination and Surrender

11.1 Condition Upon Surrender

County shall, at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear and damage by the elements, by fire, smoke, or explosion or by an unavoidable or unforeseen cause.

11.2 County's Right to Vacate

The Landlord agrees that, if during the term of this lease, the County no longer requires the amount of space as identified in this agreement, the County shall have the right to vacate.

12. General Provisions

12.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the

Leased Premises other than those contained herein.

12.2 Modification

This Lease Agreement may be modified only in writing executed with the same formalities as this Lease Agreement.

12.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

12.4 Headings

The paragraph headings in this Lease Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Lease Agreement.

12.5 Severability and Survival

In the event that any provision of this Lease Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease Agreement.

12.6 Interpretation

Each Party has had opportunity to have this Lease Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized agents.

**SYLVESTER BROOME EMPOWERMENT
VILLAGE**

**GENESEE COUNTY BOARD OF
COMMISSIONERS**

By: _____
Maryum Rasool
Executive Director

By: _____
Mark Young
Chairperson

EXHIBIT A
Property Description

Two classrooms (rooms 105 & 106) located in the Sylvester Broome Empowerment Village Building with a total of 2,310 square feet for 16 infants and toddlers.

HEAD START OPERATIONAL AGREEMENT

This Head Start Operational Agreement (the "Agreement") is made this 1st day of August 2017, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Sylvester Broome Empowerment Village, whose principal place of business is located at 4119 N. Saginaw St., Flint, MI 48505 (the "Landlord") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

1.2 Extension Terms

The Parties may, by written agreement, extend this Agreement for up to five (5) additional one year terms (the "Extension Terms").

2. Purpose

Pursuant to a Lease executed contemporaneously with the execution of this Agreement, the County has agreed to operate a Head Start Program at Sylvester Broome Empowerment Village, 4119 N. Saginaw St., Flint, MI 48505 for the benefit of the children and families in and around the City of Flint community (the "Head Start Program"). The purpose of this Agreement is to outline the obligations and responsibilities of the Parties in the operation of the Head Start Program.

3. The County's Head Start Program

3.1 The County will ensure that all applicable licenses and permits are obtained and maintained for the operation of the Head Start Program.

3.2 Staffing and Hours

3.2.1. The Landlord acknowledges that the Head Start Program will be staffed by the County's contractor, the Oakland-Livingston Head Start Agency ("OLHSA"). OLHSA is an independent contractor for the County and neither OLHSA nor any of its employees or agents shall be treated as the County's employees. The Landlord acknowledges that OLHSA is solely responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments.

3.2.2. The County, through OLHSA, will provide staff to cover 2 infant and toddler classrooms of 16 children. OLHSA shall provide

salaries and fringe benefits for the Head Start teachers and teacher assistants teaching and supervising the children in the Head Start Program. OLHSA will also provide other coordinating Staff to provide supervision and technical assistance to the Head Start teaching staff. The hours the Head Start staff will work with children will be coordinated with Landlord.

3.3 Supplies and Equipment

The County shall supply all equipment, materials, and supplies needed in the Head Start classroom. All materials and equipment purchased by Head Start must be clearly labeled and inventoried yearly.

3.4 Head Start Rules and Regulations

The Landlord agrees to comply with all applicable Head Start Rules and Regulations. The Landlord agrees to ensure that all of Landlord's personnel who are involved with the Head Start Program are trained in the Head Start Rules and Regulations.

3.5 County's Sole Responsibility

The County is solely responsible for the administration of the Head Start Program. Except as provided for in this Agreement, the Landlord assumes no responsibility for any aspect of the Head Start Program.

4. **Federal Rules and Regulations**

The County and OLHSA will abide by all Head Start performance standards, forms, record keeping and other Federal Rules and Regulations while working in the Head Start classrooms.

5. **Allocation of Liability**

5.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Agreement shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

5.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be

construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

5.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

6. General Provisions

6.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

6.2 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

6.3 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

6.4 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

6.5 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

6.6 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

SYLVESTER BROOME EMPOWERMENT
VILLAGE

GENESEE COUNTY BOARD OF
COMMISSIONERS

By: _____
Maryum Rasool
Executive Director

By: _____
Mark Young
Chairperson

LEASE

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into the 1st day of August, 2017 by and between Carriage Town Ministries, a Michigan municipal corporation, whose principal place of business is 605 Garland St., Flint, MI 48503 (the "Landlord"), and the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan 48502 (the "County").

1. The Property

The Landlord leases to the County, and the County leases from the Landlord the premises situated at Carriage Town Ministries, 605 Garland St., Flint, MI 48503 (the "Leased Premises"), more particularly described on Exhibit A.

2. The Lease Term

The term of this Lease shall commence on August 1, 2017 and shall end on July 31, 2018 (the "Initial Term"). The County and the Landlord may agree in writing to extend this Lease Agreement for additional one (1) year terms (the "Extension Terms").

3. The Rent and the Landlord's Contribution

The Leased Premises shall be provided to County under this lease free of charge. This transaction shall be accounted for as follows: The rent for this Lease shall be in the amount of \$_____ per month. The Landlord agrees to credit County \$_____ per month against the amount of rent due and payable by the County during the term of this Lease. The credited amount represents a donation by the Landlord of the fair rental value of the leased premises as Landlord's "in-kind" contribution as required by the terms of its grant agreement with the U.S. Department of Health and Human Services Administration for Children and Families. For the avoidance of doubt, Landlord's "in-kind" contribution shall cover the entire amount of rent each month.

4. Use and Access

4.1 Use of the Property

The County agrees that it shall use the Leased Premises solely for the purpose of conducting the business of a Head Start Program (the "Head Start Program") servicing the parents and children in the City of Flint.

4.2 The County's Access to the Property

County shall have full access to and may use the Leased Premises for the aforementioned use from 7:00 a.m. to 5:00 p.m. daily, Monday through Friday during the Initial Term or any Extension Term of this Lease Agreement. Landlord agrees to permit occasional use of the building by the County for evening parent teacher conferences, parent meetings, and open houses upon the County's advance request and at the convenience of the Landlord.

5. **Landlord's Rules and Regulations**

The County's staff shall be trained in and asked to follow all Carriage Town Ministries Policies and Rules and Regulations, to the extent that they do not conflict with the Federal Head Start Rules and Regulations.

6. **Maintenance and Utilities**

6.1 Maintenance

The County agrees that it shall provide all necessary maintenance to the Leased Premises during the term of this Lease Agreement, including daily janitorial service.

6.2 Utilities

The Landlord shall provide water and sewer facilities, electricity, and heat to the Leased Premises. . The county agrees to pay \$400.00 per month to the landlord toward these costs.

7. **Publicity Rights**

The County shall obtain approval from Landlord for any press releases that would use the name of Landlord or the Leased Premises.

8. **Assignment or Transfer**

The County shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises without the previous written consent of the Landlord.

9. **Insurance Requirements**

9.1 The County's Insurance Requirements

The County shall carry liability insurance for the Leased Premises, the limits of which shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. The County shall carry property insurance sufficient to cover all of its equipment and supplies in the classroom.

9.2 Liability

Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

10. Allocation of Liability

10.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Lease shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

10.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Lease shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

10.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

11. Termination and Surrender

11.1 Condition Upon Surrender

County shall, at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear and damage by the elements, by fire, smoke, or explosion or by an unavoidable or unforeseen cause.

11.2 County's Right to Vacate

The Landlord agrees that, if during the term of this lease, the County no longer requires the amount of space as identified in this agreement, the County shall have the right to vacate.

12. General Provisions

12.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the

Leased Premises other than those contained herein.

12.2 Modification

This Lease Agreement may be modified only in writing executed with the same formalities as this Lease Agreement.

12.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

12.4 Headings

The paragraph headings in this Lease Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Lease Agreement.

12.5 Severability and Survival

In the event that any provision of this Lease Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease Agreement.

12.6 Interpretation

Each Party has had opportunity to have this Lease Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized agents.

CARRIAGE TOWN MINISTRIES

**GENESEE COUNTY BOARD OF
COMMISSIONERS**

By: _____
Jacob Atkison
Business Manager

By: _____
Mark Young
Chairperson

EXHIBIT A
Property Description

Two classrooms located in the Carriage Town Ministries Building with a total of 957 square feet for 16 infants and toddlers.

HEAD START OPERATIONAL AGREEMENT

This Head Start Operational Agreement (the "Agreement") is made this 1st day of August 2017, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Carriage Town Ministries, whose principal place of business is located at 605 Garland St., Flint, MI 48503 (the "Landlord") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

1.2 Extension Terms

The Parties may, by written agreement, extend this Agreement for up to five (5) additional one year terms (the "Extension Terms").

2. Purpose

Pursuant to a Lease executed contemporaneously with the execution of this Agreement, the County has agreed to operate a Head Start Program at Carriage Town Ministries, 605 Garland St., Flint, MI 48503 for the benefit of the children and families in and around the City of Flint community (the "Head Start Program"). The purpose of this Agreement is to outline the obligations and responsibilities of the Parties in the operation of the Head Start Program.

3. The County's Head Start Program

3.1 The County will ensure that all applicable licenses and permits are obtained and maintained for the operation of the Head Start Program.

3.2 Staffing and Hours

3.2.1. The Landlord acknowledges that the Head Start Program will be staffed by the County's contractor, the Oakland-Livingston Head Start Agency ("OLHSA"). OLHSA is an independent contractor for the County and neither OLHSA nor any of its employees or agents shall be treated as the County's employees. The Landlord acknowledges that OLHSA is solely responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments.

3.2.2. The County, through OLHSA, will provide staff to cover 2 infant and toddler classrooms of 16 children. OLHSA shall provide salaries and fringe benefits for the Head Start teachers and

teacher assistants teaching and supervising the children in the Head Start Program. OLHSA will also provide other coordinating Staff to provide supervision and technical assistance to the Head Start teaching staff. The hours the Head Start staff will work with children will be coordinated with Landlord.

3.3 Supplies and Equipment

The County shall supply all equipment, materials, and supplies needed in the Head Start classroom. All materials and equipment purchased by Head Start must be clearly labeled and inventoried yearly.

3.4 Head Start Rules and Regulations

The Landlord agrees to comply with all applicable Head Start Rules and Regulations. The Landlord agrees to ensure that all of Landlord's personnel who are involved with the Head Start Program are trained in the Head Start Rules and Regulations.

3.5 County's Sole Responsibility

The County is solely responsible for the administration of the Head Start Program. Except as provided for in this Agreement, the Landlord assumes no responsibility for any aspect of the Head Start Program.

4. Federal Rules and Regulations

The County and OLHSA will abide by all Head Start performance standards, forms, record keeping and other Federal Rules and Regulations while working in the Head Start classrooms.

5. Allocation of Liability

5.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Agreement shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

5.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its

employees as provided by statute or court decisions.

5.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

6. General Provisions

6.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

6.2 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

6.3 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

6.4 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

6.5 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

6.6 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CARRIAGE TOWN MINISTRIES

GENESEE COUNTY BOARD OF
COMMISSIONERS

By: _____
Jacob Atkison
Business Manager

By: _____
Mark Young
Chairperson

LEASE

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into the 1st day of August, 2017 by and between Grace Emmanuel Baptist Church, a Michigan municipal corporation, whose principal place of business is 3502 Lapeer Rd., Flint, MI 48503 (the "Landlord"), and the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan 48502 (the "County").

1. The Property

The Landlord leases to the County, and the County leases from the Landlord the premises situated at Grace Emmanuel Baptist Church, 3502 Lapeer Rd., Flint, MI 48503 (the "Leased Premises"), more particularly described on Exhibit A.

2. The Lease Term

The term of this Lease shall commence on August 1, 2017 and shall end on July 31, 2018 (the "Initial Term"). The County and the Landlord may agree in writing to extend this Lease Agreement for additional one (1) year terms (the "Extension Terms").

3. The Rent and the Landlord's Contribution

The Leased Premises shall be provided to County under this lease free of charge. This transaction shall be accounted for as follows: The rent for this Lease shall be in the amount of \$_____ per month. The Landlord agrees to credit County \$_____ per month against the amount of rent due and payable by the County during the term of this Lease. The credited amount represents a donation by the Landlord of the fair rental value of the leased premises as Landlord's "in-kind" contribution as required by the terms of its grant agreement with the U.S. Department of Health and Human Services Administration for Children and Families. For the avoidance of doubt, Landlord's "in-kind" contribution shall cover the entire amount of rent each month.

4. Use and Access

4.1 Use of the Property

The County agrees that it shall use the Leased Premises solely for the purpose of conducting the business of a Head Start Program (the "Head Start Program") servicing the parents and children in the City of Flint.

4.2 The County's Access to the Property

County shall have full access to and may use the Leased Premises for the aforementioned use from 7:30 a.m. to 4:30 p.m. daily, Monday through Friday during the Initial Term or any Extension Term of this Lease Agreement. Landlord agrees to permit occasional use of the building by the County for evening parent teacher conferences, parent meetings, and open houses upon the County's advance request (at least one week's notice) and at the convenience of the Landlord.

5. **Landlord's Rules and Regulations**

The County's staff shall be trained in and asked to follow all Grace Emmanuel Baptist Church Policies and Rules and Regulations, to the extent that they do not conflict with the Federal Head Start Rules and Regulations.

6. **Maintenance and Utilities**

6.1 Maintenance

The County agrees that it shall provide all necessary maintenance to the Leased Premises during the term of this Lease Agreement, including daily janitorial service.

6.2 Utilities

The Landlord shall provide water and sewer facilities, electricity, and heat to the Leased Premises. The county agrees to pay \$400.00 per month to the landlord toward these costs.

7. **Publicity Rights**

The County shall obtain approval from Landlord for any press releases that would use the name of Landlord or the Leased Premises.

8. **Assignment or Transfer**

The County shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises without the previous written consent of the Landlord.

9. **Insurance Requirements**

9.1 The County's Insurance Requirements

The County shall carry liability insurance for the Leased Premises, the limits of which shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. The County shall carry property insurance sufficient to cover all of its equipment and supplies in the classroom.

9.2 Liability

Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

10. Allocation of Liability

10.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Lease shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

10.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Lease shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

10.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

11. Termination and Surrender

11.1 Condition Upon Surrender

County shall, at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear and damage by the elements, by fire, smoke, or explosion or by an unavoidable or unforeseen cause.

11.2 County's Right to Vacate

The Landlord agrees that, if during the term of this lease, the County no longer requires the amount of space as identified in this agreement, the County shall have the right to vacate.

12. General Provisions

12.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the

Leased Premises other than those contained herein.

12.2 Modification

This Lease Agreement may be modified only in writing executed with the same formalities as this Lease Agreement.

12.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

12.4 Headings

The paragraph headings in this Lease Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Lease Agreement.

12.5 Severability and Survival

In the event that any provision of this Lease Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease Agreement.

12.6 Interpretation

Each Party has had opportunity to have this Lease Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized agents.

GRACE EMMANUEL BAPTIST CHURCH

**GENESEE COUNTY BOARD OF
COMMISSIONERS**

By: _____
Dr. Marvin A. Jennings, Sr.
Pastor

By: _____
Mark Young
Chairperson

EXHIBIT A
Property Description

Two classrooms located in the Grace Emmanuel Baptist Church Building with a total of _____ square feet for 16 infants and toddlers.

HEAD START OPERATIONAL AGREEMENT

This Head Start Operational Agreement (the "Agreement") is made this 1st day of August 2017, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Grace Emmanuel Baptist Church, whose principal place of business is located at 3502 Lapeer Rd., Flint, MI 48503 (the "Landlord") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

1.2 Extension Terms

The Parties may, by written agreement, extend this Agreement for up to five (5) additional one year terms (the "Extension Terms").

2. Purpose

Pursuant to a Lease executed contemporaneously with the execution of this Agreement, the County has agreed to operate a Head Start Program at Grace Emmanuel Baptist Church, 3502 Lapeer Rd., Flint, MI 48503 for the benefit of the children and families in and around the City of Flint community (the "Head Start Program"). The purpose of this Agreement is to outline the obligations and responsibilities of the Parties in the operation of the Head Start Program.

3. The County's Head Start Program

3.1 The County will ensure that all applicable licenses and permits are obtained and maintained for the operation of the Head Start Program.

3.2 Staffing and Hours

3.2.1. The Landlord acknowledges that the Head Start Program will be staffed by the County's contractor, the Oakland-Livingston Head Start Agency ("OLHSA"). OLHSA is an independent contractor for the County and neither OLHSA nor any of its employees or agents shall be treated as the County's employees. The Landlord acknowledges that OLHSA is solely responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments.

3.2.2. The County, through OLHSA, will provide staff to cover 2 infant and toddler classrooms of 16 children. OLHSA shall provide salaries and fringe benefits for the Head Start teachers and

teacher assistants teaching and supervising the children in the Head Start Program. OLHSA will also provide other coordinating Staff to provide supervision and technical assistance to the Head Start teaching staff. The hours the Head Start staff will work with children will be coordinated with Landlord.

3.3 Supplies and Equipment

The County shall supply all equipment, materials, and supplies needed in the Head Start classroom. All materials and equipment purchased by Head Start must be clearly labeled and inventoried yearly.

3.4 Head Start Rules and Regulations

The Landlord agrees to comply with all applicable Head Start Rules and Regulations. The Landlord agrees to ensure that all of Landlord's personnel who are involved with the Head Start Program are trained in the Head Start Rules and Regulations.

3.5 County's Sole Responsibility

The County is solely responsible for the administration of the Head Start Program. Except as provided for in this Agreement, the Landlord assumes no responsibility for any aspect of the Head Start Program.

4. **Federal Rules and Regulations**

The County and OLHSA will abide by all Head Start performance standards, forms, record keeping and other Federal Rules and Regulations while working in the Head Start classrooms.

5. **Allocation of Liability**

5.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Agreement shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

5.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its

employees as provided by statute or court decisions.

5.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

6. General Provisions

6.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

6.2 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

6.3 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

6.4 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

6.5 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

6.6 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

GRACE EMMANUEL BAPTIST CHURCH

GENESEE COUNTY BOARD OF
COMMISSIONERS

By: _____
Dr. Marvin A. Jennings, Sr.
Pastor

By: _____
Mark Young
Chairperson

LEASE

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into the 1st day of August, 2017 by and between Living Word Ministry, a Michigan municipal corporation, whose principal place of business is 2001 W. Carpenter Rd., Flint, MI 48505 (the "Landlord"), and the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 1101 Beach Street, Flint, Michigan 48502 (the "County").

1. The Property

The Landlord leases to the County, and the County leases from the Landlord the premises situated at Living Word Ministry, 2001 W. Carpenter Rd., Flint, MI 48505 (the "Leased Premises"), more particularly described on Exhibit A.

2. The Lease Term

The term of this Lease shall commence on August 1, 2017 and shall end on July 31, 2018 (the "Initial Term"). The County and the Landlord may agree in writing to extend this Lease Agreement for additional one (1) year terms (the "Extension Terms").

3. The Rent and the Landlord's Contribution

The Leased Premises shall be provided to County under this lease free of charge. This transaction shall be accounted for as follows: The rent for this Lease shall be in the amount of \$_____ per month. The Landlord agrees to credit County \$_____ per month against the amount of rent due and payable by the County during the term of this Lease. The credited amount represents a donation by the Landlord of the fair rental value of the leased premises as Landlord's "in-kind" contribution as required by the terms of its grant agreement with the U.S. Department of Health and Human Services Administration for Children and Families. For the avoidance of doubt, Landlord's "in-kind" contribution shall cover the entire amount of rent each month.

4. Use and Access

4.1 Use of the Property

The County agrees that it shall use the Leased Premises solely for the purpose of conducting the business of a Head Start Program (the "Head Start Program") servicing the parents and children in the City of Flint.

4.2 The County's Access to the Property

County shall have full access to and may use the Leased Premises for the aforementioned use from 7:00 a.m. to 5:00 p.m. daily, Monday through Friday during the Initial Term or any Extension Term of this Lease Agreement. Landlord agrees to permit occasional use of the building by the County for evening parent teacher conferences, parent meetings, and open houses upon the County's advance request and at the convenience of the Landlord.

5. **Landlord's Rules and Regulations**

The County's staff shall be trained in and asked to follow all Living Word Ministry's Policies and Rules and Regulations, to the extent that they do not conflict with the Federal Head Start Rules and Regulations.

6. **Maintenance and Utilities**

6.1 Maintenance

The County agrees that it shall provide all necessary maintenance to the Leased Premises during the term of this Lease Agreement, including daily janitorial service.

6.2 Utilities

The Landlord shall provide water and sewer facilities, electricity, and heat to the Leased Premises. The county agrees to pay \$400.00 per month to the landlord toward these costs.

7. **Publicity Rights**

The County shall obtain approval from Landlord for any press releases that would use the name of Landlord or the Leased Premises.

8. **Assignment or Transfer**

The County shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises without the previous written consent of the Landlord.

9. **Insurance Requirements**

9.1 The County's Insurance Requirements

The County shall carry liability insurance for the Leased Premises, the limits of which shall be in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate coverage. The County shall carry property insurance sufficient to cover all of its equipment and supplies in the classroom.

9.2 Landlord's Insurance Requirements

The Landlord shall maintain public liability insurance for all public areas of the building in an amount not less than the amount required for the County in the preceding paragraph, and the County shall be named as an additional insured party on such policy.

10. Allocation of Liability

10.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Lease shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

10.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Lease shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

10.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Lease, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

11. Termination and Surrender

11.1 Condition Upon Surrender

County shall, at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear and damage by the elements, by fire, smoke, or explosion or by an unavoidable or unforeseen cause.

11.2 County's Right to Vacate

The Landlord agrees that, if during the term of this lease, the County no longer requires the amount of space as identified in this agreement, the County shall have the right to vacate.

12. General Provisions

12.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the

Leased Premises other than those contained herein.

12.2 Modification

This Lease Agreement may be modified only in writing executed with the same formalities as this Lease Agreement.

12.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

12.4 Headings

The paragraph headings in this Lease Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Lease Agreement.

12.5 Severability and Survival

In the event that any provision of this Lease Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease Agreement.

12.6 Interpretation

Each Party has had opportunity to have this Lease Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized agents.

LIVING WORD MINISTRY

**GENESEE COUNTY BOARD OF
COMMISSIONERS**

By: _____
Jim Outland
Church Administrator

By: _____
Mark Young
Chairperson

EXHIBIT A
Property Description

Two classrooms located in the Livingword Ministry Building with a total of _____ square feet for 16 infants and toddlers.

HEAD START OPERATIONAL AGREEMENT

This Head Start Operational Agreement (the "Agreement") is made this 1st day of August 2017, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Living Word Ministry, whose principal place of business is located at 2001 W. Carpenter Rd., Flint, MI 48505 (the "Landlord") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for one (1) year (the "Initial Term").

1.2 Extension Terms

The Parties may, by written agreement, extend this Agreement for up to five (5) additional one year terms (the "Extension Terms").

2. Purpose

Pursuant to a Lease executed contemporaneously with the execution of this Agreement, the County has agreed to operate a Head Start Program at Living Word Ministry, 2001 W. Carpenter Rd., Flint, MI 48505 for the benefit of the children and families in and around the City of Flint community (the "Head Start Program"). The purpose of this Agreement is to outline the obligations and responsibilities of the Parties in the operation of the Head Start Program.

3. The County's Head Start Program

3.1 The County will ensure that all applicable licenses and permits are obtained and maintained for the operation of the Head Start Program.

3.2 Staffing and Hours

3.2.1. The Landlord acknowledges that the Head Start Program will be staffed by the County's contractor, the Oakland-Livingston Head Start Agency ("OLHSA"). OLHSA is an independent contractor for the County and neither OLHSA nor any of its employees or agents shall be treated as the County's employees. The Landlord acknowledges that OLHSA is solely responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments.

3.2.2. The County, through OLHSA, will provide staff to cover 2 infant and toddler classrooms of 16 children. OLHSA shall provide salaries and fringe benefits for the Head Start teachers and

teacher assistants teaching and supervising the children in the Head Start Program. OLHSA will also provide other coordinating Staff to provide supervision and technical assistance to the Head Start teaching staff. The hours the Head Start staff will work with children will be coordinated with Landlord.

3.3 Supplies and Equipment

The County shall supply all equipment, materials, and supplies needed in the Head Start classroom. All materials and equipment purchased by Head Start must be clearly labeled and inventoried yearly.

3.4 Head Start Rules and Regulations

The Landlord agrees to comply with all applicable Head Start Rules and Regulations. The Landlord agrees to ensure that all of Landlord's personnel who are involved with the Head Start Program are trained in the Head Start Rules and Regulations.

3.5 County's Sole Responsibility

The County is solely responsible for the administration of the Head Start Program. Except as provided for in this Agreement, the Landlord assumes no responsibility for any aspect of the Head Start Program.

4. Federal Rules and Regulations

The County and OLHSA will abide by all Head Start performance standards, forms, record keeping and other Federal Rules and Regulations while working in the Head Start classrooms.

5. Allocation of Liability

5.1 Landlord's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Landlord in the performance of this Agreement shall be the responsibility of the Landlord and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the Landlord or any employee or agent of the Landlord.

5.2 County's Responsibility

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the Landlord if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its

employees as provided by statute or court decisions.

5.3 Shared Responsibility

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Landlord in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Landlord in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, as provided by statute or court decisions.

6. General Provisions

6.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

6.2 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

6.3 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

6.4 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

6.5 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

6.6 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

LIVING WORD MINISTRY

GENESEE COUNTY BOARD OF
COMMISSIONERS

By: _____
Jim Outland
Church Administrator

By: _____
Mark Young
Chairperson



Genesee County Community Action Resource Department
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

GCCARD HEAD START
MEMORANDUM

Commissioners

Bryant Nolden
District 1

Brenda Clack
District 2

Ellen Ellenburg
District 3

Kim Courts
District 4

Mark Young
District 5

Drew Shapiro
District 6

Martin Cousineau
District 7

Ted Henry
District 8

David Martin
District 9

Administration

Matthew A. Purcell
Executive Director

Stephanie L. Howard
Deputy Executive Director

Program Directors

Daniel Newcombe
Neighborhood Svcs. Director

Tamitha Taylor
Nutritional Svcs Asst. Director

Chevon Wilborn
Nutritional Svcs Asst. Director

Andre Strater
Finance Director

Matthew Odette
Home Maint. Asst. Director

Kelli Webb
Head Start Director

TO: Brenda Clack, Chairperson, Human Services Committee

FROM: Matt Purcell, Executive Director *(MP)*

SUBJECT: Request acceptance of the site agreement between the GCCARD Head Start Program and Charles Stewart Mott Community College that entails the operation of the GCCARD Head Start Program on the Mott Community College Southern Lakes branch September 1, 2017 through August 31, 2018.

DATE: August 21, 2017

BACKGROUND INFORMATION:

This is a renewal. Head Start has operated a preschool program, in a Head Start owned modular unit, on the Southern Lakes Campus for the past twenty-one years. Head Start serves sixty children in a full day program option on this campus. Preference for enrollment is given to income eligible children ages three and four whose parents attend college or adult education classes on the Southern Lakes College Campus.

REQUESTED ACTION:

Genesee County Community Action Resource Department (GCCARD) requests approval of this lease agreement by this committee between the Genesee County Community Action Resource Department and Charles Stewart Mott Community College and recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

MP/KW/bmh

Enclosure

H:\CENTRAL OFFICE\CORRESPONDENCE\HSC\AGREEMENT\17-18 MOTT-SOUTHERN LAKES LEASE.DOCX



Use Agreement

This Use Agreement ("the Agreement") is made between CHARLES STEWART MOTT COMMUNITY COLLEGE, 1401 E. Court St., Flint, MI 48502 ("The College") and the COUNTY OF GENESEE, a Michigan Municipal Corporation, acting by and through the Genesee County Community Action Resource Department (GCCARD), 601 N. Saginaw Street, Suite 1B, Flint, MI 48502, a corporation organized and existing under the laws of the State of Michigan, and having its principal place of business at 1101 Beach Street, Flint, Michigan 48502 with authority to do business in the State of Michigan ("The Tenant").

TERMS

In consideration of the mutual promises and conditions contained in this Agreement, and for good and valuable consideration, the College and the Tenant agree as follows:

Description of Property

The College hereby makes this Agreement with the Tenant for the use of certain land being that portion of the College's property Southern Lakes Branch Center, 2100 W. Thompson Road, Fenton, MI 48430 as described more fully in Attachment A.

Term

The term of this Agreement shall be for a period of one year, beginning 9/1/2017 and ending 8/31/2018.

Use of Premises

The Tenant will use and occupy the premises for the purpose of a Head Start Program, operated by the Genesee County Community Action Resource Department (GCCARD) and for no other purpose without first obtaining written consent of the College.

The Tenant will conform to and comply with all of the College's rules and regulations and applicable municipal, county, state, and federal ordinances, laws, rules, and regulations in using the premises and will not use the premises so as to create any nuisance, or in such a manner as may tend to increase the rate of fire or liability insurance on the premises.

The College will provide written copies of the College's rules and regulations to the Tenant, and shall not take any action with regard to enforcement of such rules and regulations against the Tenant until 30 days after such written copies are provided.

Condition of Premises and Repairs

The Tenant has examined the premises prior to the execution of this Agreement, knows the condition thereof, and acknowledges that it has received the premises in good order and condition, and that no representation or warranty as to the condition or repair of the premises has been made by the College. At the expiration of the term of this Agreement, or any renewal or extension thereof, the Tenant will yield up peaceably the premises to the College in as good order and condition as when the College entered

upon this Agreement with the Tenant, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

Alterations, Additions and Improvements

The Tenant shall not make, or suffer or permit to be made, any alterations, additions or improvements in or about the premises, without first obtaining the written consent of the College provided, however, that such consent, if given, shall be subject to the express condition that any and all alterations, additions and improvements shall be done at the Tenant's own expense, and that no liens of mechanics, materialmen, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the premises.

Service to the Premises

Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the premises. Items not checked shall not be the responsibility of either party.

<u>College</u>	<u>Tenant</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/> Water
<input type="checkbox"/>	<input checked="" type="checkbox"/> Sewer
<input type="checkbox"/>	<input checked="" type="checkbox"/> Refuse Removal
<input type="checkbox"/>	<input checked="" type="checkbox"/> Gas
<input type="checkbox"/>	<input checked="" type="checkbox"/> Electricity
<input type="checkbox"/>	<input checked="" type="checkbox"/> Heating and Cooling Systems
<input type="checkbox"/>	<input checked="" type="checkbox"/> Janitorial Service and Supplies
<input type="checkbox"/>	<input checked="" type="checkbox"/> Chilled Drinking Water
<input type="checkbox"/>	<input checked="" type="checkbox"/> External Building Maintenance and Upkeep
<input type="checkbox"/>	<input checked="" type="checkbox"/> Intra-institutional Telephone Service
<input type="checkbox"/>	<input checked="" type="checkbox"/> Telephone Installation, Service, Billing and Long Distance Charges
<input type="checkbox"/>	<input checked="" type="checkbox"/> Provide Fixtures and Equipment Necessary for the Conduct of Lessee's Business

College Right of Entry and to Make Alterations, Additions and Improvements

The College shall have the right at any reasonable time to enter upon the premises to inspect the same and to make any and all improvements, alterations and additions of any kind upon the premises, but at no time shall the College be compelled or required to make any improvements, alterations or additions.

Liability and Insurance

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the College in the performance of this Contract shall be the responsibility of the College and not the responsibility of the Tenant if the liability, loss, or damage is caused by, or arises out of, the action or failure on the part of the College or any employee or agent of the College, provided that nothing herein shall be construed as a waiver of any institutional immunity by the College or its employees as provided by statute or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Tenant in the performance of this Contract shall be the

responsibility of the Tenant and not the responsibility of the College if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Tenant employee or agency, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Tenant or its employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Tenant and the College in fulfillment of their responsibilities under this Contract, such liability, loss, or damage shall be borne by the Tenant and the College in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Tenant or its employees, as provided by statute or court decisions.

The Tenant, at the Tenant's expense, will carry and maintain in full force and effect during the term of this Agreement, any extension or renewal thereof, public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the College, with limits of coverage of not less than one million dollars (\$1,000,000) for each person and two million dollars (\$2,000,000) in the aggregate for bodily injury or death liability for each accident and one million dollars (\$1,000,000) for each accident for property damage liability, for the benefit of both the College and the Tenant as protection against all liability claims arising from the use of premises, and delivering a copy or certificate thereof to the College.

The Tenant will carry such fire and extended coverage insurance upon its property as the Tenant deems appropriate. The College is not obligated to insure the Tenant's property.

Assignment and Subletting

This Agreement shall not be assigned, subleased or mortgaged in whole or in part without the written consent of the College.

Holding Over

No holding over by the Tenant after the expiration of this Agreement, or any renewal or extension thereof, whether with or without the consent of the College, shall operate to extend or renew this Agreement.

Bankruptcy

Should the Tenant make an assignment for the benefit of creditors or be adjudged as bankrupt, either by voluntary or involuntary proceedings, or if otherwise a receiver should be appointed by any court of competent jurisdiction for the Tenant because of any insolvency, the occurrence of any such event shall be deemed a breach of the Agreement, and, in such event, the College shall have the option to forthwith terminate this Agreement and to re-enter the premises and take possession thereof, whereupon the Tenant shall quit and surrender peaceably the premises to the College. In no event shall this Agreement be deemed an asset of the Tenant after adjudication in bankruptcy, the appointment of a receiver, or the assignment for the benefit of creditors.

Condemnation

Should the premises, or any part thereof, be taken, damaged consequentially or otherwise, or condemned by public authority, this Agreement shall terminate, as to the part so taken, as of the date title shall vest in a public authority. All damages and payments resulting from any taking, damaging or condemnation of the premises shall accrue to and belong to the College, and the Tenant shall have no right to any part thereof.

Aesthetics

The location, type, number, size, design and color of any signage and its erection and maintenance shall be first approved in writing by the College. The location, type, number, size, design, and color of any modular/portable classroom structure shall be first approved in writing by the College. Upon the expiration of this Agreement, or any renewal or extension, the Tenant shall remove such signage and portable classroom structures and shall repair any damage to the premises caused at the Tenant's own expense.

Termination

In the event the Tenant breaches any term or condition of this Agreement, the College may terminate the Agreement provided however the College shall, on default with respect to any of the provisions of this Agreement provide the Tenant with a written notice of any breach of the Agreement terms or conditions and the Tenant shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, the Tenant shall have a reasonable time to complete the correction. The College may elect to enforce the terms and conditions of the Agreement by any other method available under the law.

The College or the Tenant has the right to terminate this Agreement at the end of any lease year by giving of 90 days advance written notice thereof to the other party.

Any and all remedies provided to the College for the enforcement of the provisions of this Agreement are cumulative and not exclusive and the Tenant shall be entitled to pursue either the rights enumerated in this Agreement or remedies authorized by law, or both.

Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

Binding on Heirs, Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors, personal representatives, and permitted assigns of the Tenant and the successors, personal representatives and permitted assigns of the College.

Entire Agreement

This Agreement (and attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing signed by both parties.

Intellectual Property Rights

The College owns all rights, titles, and interests in and to certain designations comprising designs, trademarks, servicemarks, logo graphics, and/or symbols that have come to be associated with the College; and, this agreement does not grant to the Tenant the use of the designations in any manner without the prior written approval of the College.

Dispute Resolution

Any and all disputes controversies or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, shall, upon the written request of the party involved, be submitted to and settled by arbitration in the State of Michigan pursuant to the Michigan Arbitration Statute (M.C.L.A. 600.5001) and the applicable Michigan Court Rules then in effect. The parties agree to arbitrate such matter in a joint proceeding with regard to all common issues and disputes, and to permit pre-hearing discovery in the time and manner provided by the applicable Michigan Court Rules. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement. The demand for arbitration shall be made within 90 days after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable Michigan Statute of Limitations. The parties shall mutually select an arbitrator. If the parties are unable to agree upon an arbitrator, then a Michigan Circuit Court, upon the request of either party shall select an arbitrator to hear and dispose of the dispute. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only as to the claims or disputes at issue. The expenses of any arbitration shall be born equally by the parties to the arbitration proceeding; provided, that each party shall pay for and bear the costs of its own experts, evidence, and counsel's fees. The parties shall enter into an agreement for the payment of the arbitrator's fees. The arbitrator shall conduct the hearing pursuant to the Michigan Court Rules, and shall establish other procedures deemed necessary and reasonable by the arbitrator. The Michigan Rules of Evidence are to be followed during the hearing. Any award by the arbitrator shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction.

Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, or interpret any provision of this Agreement.

Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addresses as

follows:

<u>The College:</u>	<u>The Tenant:</u>
Vice President Student & Administrative Services Mott Community College 1401 East Court Street Flint, Michigan 48503	Genesee County Community Action Resource Department (GCCARD), Attn: Matt Purcell 601 N. Saginaw Street, Suite 1B Flint, MI 48502

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

Access

The Tenant has the right of ingress and egress in accordance with the College's rules and regulations.

Services provided to the College

In consideration for the arrangement whereby the landlord receives no remuneration, the tenant agrees to give first consideration for twenty child care openings at the Southern Lake Branch Center for students of Mott Community College meeting the Head Start income eligibility guidelines while the students attend class. Further, the Tenant agrees to give first consideration for an additional twenty spaces for purposes stated above at the GCCARD Head Start Building in downtown Flint.

Non-Discrimination

The Tenant agrees in the use and occupancy of the premises, at no additional expense to the college, to comply with all applicable executive orders, federal, state, local, and institutional rules, regulations, and laws, applicable to the Institution as currently in effect and as may be amended from time to time. The Tenant agrees not to discriminate in any manner on the basis of race, gender, age, color, national origin, religion, height, weight, marital status, physical or mental handicap, sexual orientation, or veteran's status.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 1st day of August, 2017.

MOTT COMMUNITY COLLEGE:

Date

by: _____
Larry L. Koehler
Executive Director, Office of Physical Plant
Mott Community College

COUNTY OF GENESEE:

Date

by: _____
Mark Young, Chairperson
Genesee County Board of Commissioners

**GENESEE COUNTY COMMUNITY ACTION
RESOURCE DEPARTMENT:**

Date

by: _____
Matt Purcell, Executive Director
Genesee County Community Action Resource
Department



Genesee County Community Action Resource Department
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

Commissioners

Bryant Nolden
District 1

Brenda Clack
District 2

Ellen Ellenburg
District 3

Kim Courts
District 4

Mark Young
District 5

Drew Shapiro
District 6

Martin Cousineau
District 7

Ted Henry
District 8

David Martin
District 9

Administration

Matthew A. Purcell
Executive Director

Stephanie L. Howard
Deputy Executive Director

Program Directors

Daniel Newcombe
Neighborhood Svcs. Director

Finance Director

Kelli Webb
Head Start Director

Tamitha Taylor
Nutritional Services Director


Chevon Wilborn
Nutritional Serv. Asst. Director

Matthew Odette
Home Maint. Asst. Director

GCCARD Neighborhood Services Center

Memorandum

TO: Commissioner Brenda Clack, Chairperson
Human Services Committee

FROM: Matthew Purcell, Executive Director 

SUBJECT: Request Approval for Phase 34 FEMA Funding

DATE: August 21, 2017

BACKGROUND INFORMATION:

The United Way of Genesee County has awarded GCCARD an additional \$25,234.00 to assist clients with utility shut off and housing assistance. We have received the follow award amounts;

- \$12,617.00 for shelter, rent and mortgage assistance
- \$12,617.00 for utilities assistance.

The new contract period will run from August 1, 2017 through January 31, 2018.

REQUESTED ACTION:

GCCARD request authorization from this committee to accept the additional Phase 34 FEMA Funding with a recommendation of approval by the full Board at their next regularly scheduled meeting. Due to time constraints, a **roll call vote is requested.**

Attachment

MP/DN



July 17, 2017

Matthew Purcell
Genesee County Community Action Resource Department
601 N. Saginaw Street, Suite 1B
Flint, MI 48502-2009

Dear Mr. Purcell:

We are pleased to report that Genesee County Community Action Resource Department has been approved for a \$25,234 grant:

\$12,617 for shelter, rent and mortgage assistance
\$12,617 for utilities assistance

This grant is for the Phase 34 fiscal year of August 1, 2017 through January 31, 2018. Janet Cotton will notify you of final report dates as soon as she is provided with the forms from the National office.

The Phase 34 manual – Emergency Food and Shelter National Board Program Phase 34 Responsibilities and Requirements – is on line at www.efsp.unitedway.org. This book outlines anything you need to know regarding how to spend your allocation and how not to spend it as well. There is a list of changes in the booklet that you may want to pay particular attention to.

Forty-five days prior to the fiscal year end, we are asking that each agency report on the dollars remaining in their fund. If it is determined that these dollars cannot be spent by the reporting agency, those dollars will be re-allocated to another funded organization that will be able to spend the dollars by the fiscal year end. Because the period between notification, receipt of funds and year end is so close, you will almost need to report immediately, but not later than November 1, 2017.

Please feel free to contact Janet Cotton at 762-5839 should you have any questions.

Sincerely,

Mary Piorunek

Mary Piorunek, Chair
Emergency Food and Shelter Local Board
July 17, 2017

Mailing Address: P.O. Box 949 / Flint, MI 48501

Main Line: 810.232.8121 Fax: 810.232.9370



United Way
of Genesee County

Jamie Gaskin
Chief Executive Officer

BOARD OF DIRECTORS

Tony Burks
Chair
Blue Hawk Distribution Cooperative

Greg Viener
Vice-Chair
Huntington Bank

Greg Waller
Treasurer
Lewis & Knopf CPA's, PC

Marcy Garcia
Secretary
Retiree, UAW Local 659

Lakay Avant
Hurley Local 1603

Samuel Cox
Owner/Operator, McDonalds

John Daly
Genesee County Road Commission

Steve Dawes
UAW Region 1D

Gerald Kariem
Honorary Member
UAW Region 1D

Ronny Medawar
Owner, Medawar Jewelers

Sam Muma
Greater Flint AFL-CIO CLC

Laurie Prochazka
McLaren Health Care

Larry Roehrig
MI AFSCME Council 25

Phil Shultz
Shultz Automation

Karen Toler
GM CCA Davison Road Processing

Sabita Tummala
ACSW

Adrian Walker
Diplomat Pharmacy

Chris Wise
Randy Wise Automotive Team

Randy Wise
Randy Wise Automotive Team

GIVE. ADVOCATE. VOLUNTEER.
LIVE UNITED.
www.unitedwaygenesee.org



Genesee County Community Action Resource Department
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

Commissioners

Bryant Nolden
District 1

Brenda Clack
District 2

Ellen Ellenburg
District 3

Kim Courts
District 4

Mark Young
District 5

Drew Shapiro
District 6

Martin Cousineau
District 7

Ted Henry
District 8

David Martin
District 9

**GCCARD HEAD START
MEMORANDUM**

TO: Brenda Clack, Chairperson, Human Services Committee

FROM: Matt Purcell, Executive Director *Map*

SUBJECT: Request Authorization to Submit a Food Proposal to the Michigan Department of Education, Child and Adult Care Food Program for \$579,566.40 Reimbursement to be used for the Head Start Nutrition Program for the 2017-2018 School Year.

DATE: August 21, 2017

BACKGROUND INFORMATION:

Administration

Matthew A. Purcell
Executive Director

Stephanie L. Howard
Deputy Executive Director

Program Directors

Daniel Newcombe
Neighborhood Svcs. Director

Tamitha Taylor
Nutritional Svcs Asst. Director

Chevon Wilborn
Nutritional Svcs Asst. Director

Andre Strater
Finance Director

Matthew Odette
Home Maint. Asst. Director

Kelli Webb
Head Start Director

The Head Start Program serves breakfast and lunch to the a.m. students and lunch and snacks to the p.m. students. The total budget is estimated to be \$579,566.40. The Child and Adult Care Food Program would reimburse \$1.75 per breakfast, \$3.46 per lunch and \$.88 per snack. The amount is an estimated figure based on 89,440 breakfasts, 99,520 snacks and 89,440 lunches to be served for the 2017-2018 school year. If the numbers are increased or reduced, the budget amount will be adjusted.

REQUESTED ACTION:

Genesee County Community Action Resource Department (GCCARD) requests authorization to submit a Head Start food proposal and potential agreement to the Michigan Department of Education, Child and Adult Care Food Program for \$579,566.40 reimbursement to be used for the 2017-2018 school year from this committee and recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

MP/KW/bmh

Enclosure

H:\CENTRAL OFFICE\CORRESPONDENCE\HSC\17-18-CACFP REQUEST.DOCX



Agreement #

250000016

Michigan Department of Education
OFFICE OF SCHOOL SUPPORT SERVICES
P.O. Box 30008, Lansing, Michigan, 48909
(517) 373-3347

**CACFP - CENTERS APPLICATION
FY 2018**

INSTITUTION INFORMATION	Sponsor Name		
	GENESEE CTY COMM ACTION RES DEPT		
	FEIN		School District Code
	386004849		'25010
	Address		
	601 N. Saginaw Street, Suite 1B		
City/State		Zip Code	
FLINT, MI		48502	

CONTACT PERSON INFORMATION	Contact Name		
	KELLI WEBB		
	Title		
	DIRECTOR		
	Telephone Number		Fax Number
	(810) 2355613 EXT. 0		(810) 2327546
	Email Address		
	kwebb@co.geneseeschools.org		
	Address		
	601 N. Saginaw St, Suite 1B		
City/State		Zip Code	
Flint MI		48502	

List additional person to receive MDE email notifications

Name: _____

Email Address: _____

Type of Institution 2. Local Government (GOV)

Structure of Institution Other

Please check one: ☐ Independent Center
☒ Multi Site Sponsor

Agreement #

250000016

Authorized Official	Name		Date of Birth
	Matt Purcell		
	Actual Title		
	Address		
	601 N. Saginaw St. Suite 1B		
	City	State	Zip Code
	Flint	MI	48502

Authorized Official	Name		Date of Birth
	Mark Young		
	Actual Title		
	Address		
	1101 Beach Street		
	City	State	Zip Code
	Flint	MI	48502

Select your Commodity Preference

Cash-in-lieu of Commodities

Agreement #

250000016

**CACFP - CENTERS
MANAGEMENT PLAN - CACFP MONTHLY BUDGET
FY 2018**

a. Administrative \$	<u>0</u>	d. Non Food	\$	<u>0</u>	
b. Cost of Food	\$	<u>48,297</u>	e. Indirect	\$	<u>0</u>
c. Direct Labor	\$	<u>0</u>	f. Total Costs (a-e)	\$	<u>48,297</u>

Description of Institution's plan for repaying fiscal over claims, if required:

Funds to be repaid can be deducted from a future claim



Genesee County Community Action Resource Department
601 N. Saginaw St., Ste 1B • Flint, MI 48502-2009 • (810) 232-2185 • Fax (810) 762-4986 • TDD: (810) 768-4654

Commissioners

Bryant Nolden
District 1

Brenda Clack
District 2

Ellen Ellenburg
District 3

Kim Courts
District 4

Mark Young
District 5

Drew Shapiro
District 6

Martin Cousineau
District 7

Ted Henry
District 8

David Martin
District 9

Administration

Matthew A. Purcell
Executive Director

Stephanie L. Howard
Deputy Executive Director

Program Directors

Daniel Newcombe
Neighborhood Svcs. Director

Tamitha Taylor
Nutritional Svcs Asst. Director

Chevon Wilborn
Nutritional Svcs Asst. Director


Andre Strater
Finance Director

Matthew Odette
Home Maint. Asst. Director

Kelli Webb
Head Start Director

**GCCARD HEAD START
MEMORANDUM**

TO: Brenda Clack, Chairperson, Human Services Committee

FROM: Matt Purcell, Executive Director 

SUBJECT: Request Authorization to Enter into the Food Service Contracts with the Atherton, Bentley, Clio, Davison, Flint, Flushing, Genesee, Grand Blanc, Grand Blanc Academy, Kearsley, Lake Fenton, Lakeville, Linden, Montrose, Mt. Morris, Swartz Creek, and Westwood Heights School Districts to Provide Food Service to the GCCARD Head Start Program beginning September 1, 2017 and terminating August 31, 2018.

DATE: August 21, 2017

BACKGROUND INFORMATION:

The cost of the contracts would be the actual number of breakfasts, lunches, and snacks ordered per day times the Child & Adult Care Food Program reimbursement (lunch \$3.46 per meal, breakfast \$1.75 per meal, snack \$.88 per meal).

Atherton, Bentley, Clio, Davison, Flint, Flushing, Genesee, Grand Blanc, Grand Blanc Academy, Kearsley, Lake Fenton, Lakeville, Linden, Montrose, Mt. Morris, Swartz Creek and Westwood Heights food contracts are to provide these meals to the Head Start and Early Head Start programs operated in their own school buildings.

REQUESTED ACTION:

Genesee County Community Action Resource Department (GCCARD) requests authorization to enter into the Food Service Contracts with the Atherton, Bentley, Clio, Davison, Flint, Flushing, Genesee, Grand Blanc, Grand Blanc Academy, Kearsley, Lake Fenton, Lakeville, Linden, Montrose, Mt. Morris, Swartz Creek and Westwood Heights School Districts from this committee and recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

MP/KW/bmh

Enclosure

H:\CENTRAL OFFICE\CORRESPONDENCE\HSC\17-18-FOOD SERVICE CONTRACTS.DOCX



**FOOD SERVICE CONTRACT WITH
A National School Lunch Participating (NSLP) Vendor**

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Atherton Community School District hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$26,308.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☒ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:40 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16 hs/8 ehs	160 hs/220 ehs	1.75	0.00	\$7,560.00
Lunch/Supper	16 hs/8 ehs	160 hs/220 ehs	3.46	3.46	\$14,947.20
Supplement (Snack)	16 hs/8 ehs	160 hs/220 ehs	0.88	0.00	\$3,801.60
Other (Specify)					
Total Contract Amount					\$26,308.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Atherton Head Start (DC250364592) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Atherton Community School District
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Bentley Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$18,336.00 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☒ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:40 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	15	128	1.75	0.00	\$3,360.00
Lunch/Supper	30	128	3.46	3.46	\$13,286.40
Supplement (Snack)	15	128	0.88	0.00	\$1,689.60
Other (Specify)					
Total Contract Amount					\$18,336.00

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Bentley Head Start (DC250385760) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Bentley Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Clio Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$26,308.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☒ Supper

Including: ☒ eating utensils ☒ paper service items
 ☒ condiments ☒ safe transportation containers
 ☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:40 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16 hs/8 ehs	128 hs/220 ehs	1.75	0.00	\$7,560.00
Lunch/Supper	16 hs/8 ehs	128 hs/220 ehs	3.46	3.46	\$14,947.20
Supplement (Snack)	16 hs/8 ehs	128 hs/220 ehs	0.88	0.00	\$3,801.60
Other (Specify)					
Total Contract Amount					\$26,308.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Clio HS/EHS (DC250328384) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Clio Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

**FOOD SERVICE CONTRACT WITH
A National School Lunch Participating (NSLP) Vendor**

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Davison Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$15,590.40 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 8:30 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 11:30 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16	160	1.75	0.00	\$4,480.00
Lunch/Supper	16	160	3.46	3.46	\$8,857.60
Supplement (Snack)	16	160	0.88	0.00	\$2,252.80
Other (Specify)					
Total Contract Amount					\$15,590.40

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Davison / Head Start (DC250252821) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Davison Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

**FOOD SERVICE CONTRACT WITH
A National School Lunch Participating (NSLP) Vendor**

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Flint Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$21,436.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
 ☒ condiments ☒ safe transportation containers
 ☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 8:30 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 11:30 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16	220	1.75	0.00	\$6,160.00
Lunch/Supper	16	220	3.46	3.46	\$12,179.20
Supplement (Snack)	16	220	0.88	0.00	\$3,097.60
Other (Specify)					
Total Contract Amount					\$21,436.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Holmes Early Head Start - GCCARD (DC250389356) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Flint Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

**FOOD SERVICE CONTRACT WITH
A National School Lunch Participating (NSLP) Vendor**

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Flushing Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$44,644.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
 ☒ condiments ☒ safe transportation containers
 ☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:50 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	31 hs/8 ehs	160 hs/220 ehs	1.75	0.00	\$10,920.00
Lunch/Supper	46 hs/8 ehs	160 hs/220 ehs	3.46	3.46	\$28,233.60
Supplement (Snack)	31 hs/8 ehs	160 hs/220 ehs	0.88	0.00	\$5,491.20
Other (Specify)					
Total Contract Amount					\$44,644.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Flushing Early Head Start (DC250022740) and Flushing Head Start-Elms (DC250384388) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Flushing Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

**FOOD SERVICE CONTRACT WITH
A National School Lunch Participating (NSLP) Vendor**

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Genesee School District hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$37,027.20 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:10 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 8:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16hs/16ehs	160 hs/220 ehs	1.75	0.00	\$10,640.00
Lunch/Supper	16 hs/16ehs	160 hs/220 ehs	3.46	3.46	\$21,036.80
Supplement (Snack)	16hs/16ehs	160 hs/220 ehs	0.88	0.00	\$5,350.40
Other (Specify)					
Total Contract Amount					\$37,027.20

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Genesee Haas Elementary Head Start (DC250020303) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Genesee School District
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

**FOOD SERVICE CONTRACT WITH
A National School Lunch Participating (NSLP) Vendor**

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Grand Blanc Academy hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$10,718.40 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☒ Supper

Including: ☒ eating utensils ☒ paper service items
 ☒ condiments ☒ safe transportation containers
 ☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:40 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	8	220	1.75	0.00	\$3,080.00
Lunch/Supper	8	220	3.46	3.46	\$6,089.60
Supplement (Snack)	8	220	0.88	0.00	\$1,548.80
Other (Specify)					
Total Contract Amount					\$10,718.40

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Grand Blanc Early Head Start (DC250389182) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Grand Blanc Academy
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Grand Blanc Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$33,926.40 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

A. The Vendor will prepare the following meals: *(Check all that apply)*

☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including:

☒ eating utensils
☒ condiments
☒ milk

☒ paper service items
☒ safe transportation containers
☐ other (specify) _____

Meals will be delivered in:

☐ unitized

☒ bulk form

B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)

C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:45 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.

B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.

B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	31	128/160	1.75	0.00	\$7,840.00
Lunch/Supper	46	128/160	3.46	3.46	\$22,144.00
Supplement (Snack)	31	128/160	0.88	0.00	\$3,942.40
Other (Specify)					
Total Contract Amount					\$33,926.40

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Grand Blanc Head Start McGrath Elem (DC250314339) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Grand Blanc Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director

Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Kearsley Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$76,800.00 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☒ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:40 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	31hs/32ehs	160hs/220ehs	1.75	0.00	\$20,160.00
Lunch/Supper	46 hs/32 ehs	160 hs/220 ehs	3.46	3.46	\$46,502.40
Supplement (Snack)	32 hs/32 ehs	160 hs/220 ehs	0.88	0.00	\$10,137.60
Other (Specify)					
Total Contract Amount					\$76,800.00

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Kearsley Head Start (DC250314340) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Kearsley Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Lake Fenton Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$15,590.40 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:45 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.

5. **Meal Charges**

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16	160	1.75	0.00	\$4,480.00
Lunch/Supper	16	160	3.46	3.46	\$8,857.60
Supplement (Snack)	16	160	0.88	0.00	\$2,252.80
Other (Specify)					
Total Contract Amount					\$15,590.40

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Southern Lakes Head Start (DC250067838) will be serviced by the school district.

7. Attach menu cycle to be used.

8. **Remedies for Non-Performance or Default**

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. **State Agency Review**

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Lake Fenton Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.
FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Lakeville Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$15,590.40 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)

C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:30 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.

B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.

B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16	160	1.75	0.00	\$4,480.00
Lunch/Supper	16	160	3.46	3.46	\$8,857.60
Supplement (Snack)	16	160	0.88	0.00	\$2,252.80
Other (Specify)					
Total Contract Amount					\$15,590.40

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Lakeville Head Start (DC250303594) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Lakeville Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director

Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

**FOOD SERVICE CONTRACT WITH
A National School Lunch Participating (NSLP) Vendor**

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Linden Community Schools hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$26,488.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
 ☒ condiments ☒ safe transportation containers
 ☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:45 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:15 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16 hs/8 ehs	160 hs/220 ehs	1.75	0.00	\$7,560.00
Lunch/Supper	16 hs/8 ehs	160 hs/220 ehs	3.46	3.46	\$14,947.20
Supplement (Snack)	16 hs/8 ehs	160 hs/220 ehs	0.88	0.00	\$3,801.60
Other (Specify)	delivery fee				\$180.00
Total Contract Amount					\$26,488.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Linden Head Start (DC250303595) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Linden Community Schools
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director

Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.
FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Montrose Community School District hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$26,308.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
 ☒ condiments ☒ safe transportation containers
 ☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:30 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16 hs/8 ehs	160 hs/220 ehs	1.75	0.00	\$7,560.00
Lunch/Supper	16hs/8 ehs	160 hs/220 ehs	3.46	3.46	\$14,947.20
Supplement (Snack)	16hs/8ehs	160 hs/220 ehs	0.88	0.00	\$3,801.60
Other (Specify)					
Total Contract Amount					\$26,308.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Montrose Head Start (DC250314338) and Montrose Early Head Start (DC250379149) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Montrose Community School District
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Mt. Morris School District hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$26,308.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 10:40 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 9:00 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16 hs/8 ehs	160 hs/220 ehs	1.75	0.00	\$7,560.00
Lunch/Supper	16 hs/8 ehs	160 hs/220 ehs	3.46	3.46	\$14,942.70
Supplement (Snack)	16 hs/8 ehs	160 hs/220 ehs	0.88	0.00	\$3,801.60
Other (Specify)					
Total Contract Amount					\$26,308.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Mt. Morris Head Start-Pinehurst (DC250314344) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Mt. Morris School District
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Swartz Creek Community School District hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$26,308.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 8:30 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 11:30 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.)

5. Meal Charges

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16 hs/8 ehs	160 hs/220 ehs	1.75	0.00	\$7,560.00
Lunch/Supper	16 hs/8 ehs	160 hs/220 ehs	3.46	3.46	\$14,947.20
Supplement (Snack)	16 hs/8 ehs	160 hs/220 ehs	0.88	0.00	\$3,801.60
Other (Specify)					
Total Contract Amount					\$26,308.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Swartz Creek Head Start Deick Elem. (DC250384392) and Swartz Creek Early Head Start (DC250379148) will be serviced by the school district.

7. Attach menu cycle to be used.

8. Remedies for Non-Performance or Default

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. State Agency Review

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Swartz Creek Community School District
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date:

FOOD SERVICE CONTRACT WITH A National School Lunch Participating (NSLP) Vendor

For Child and Adult Care Food program (CACFP) Participants Purchasing Meals from Schools who participate in the NSLP.

This contract dated 9/1/17 between County of Genesee hereinafter called the Institution and, Westwood Heights School District hereinafter called the Vendor, agree that the Vendor shall be retained by the Institution to prepare meals/supplements with a total estimated cost of \$26,308.80 for the period of 9/1/17 to 8/31/18 in accordance with the following conditions:

1. Meals, Meal Requirements

- A. The Vendor will prepare the following meals: *(Check all that apply)*
☒ Breakfast ☐ AM Snack ☒ Lunch ☒ PM Snack ☐ Supper

Including: ☒ eating utensils ☒ paper service items
☒ condiments ☒ safe transportation containers
☒ milk ☐ other (specify) _____

Meals will be delivered in: ☐ unitized ☒ bulk form

- B. All meals provided shall conform with the minimum meal requirements of the U. S. Department of Agriculture for those meals and for the age group served. (See attachment listing the component and quantity requirements of meals.)
- C. The Vendor shall be liable for meals which do not meet the meal pattern requirements as specified in the contract, or are spoiled or unwholesome at the time of delivery. The Institution shall not pay for such meals.

2. Delivery, Ordering

- A. Delivery of meals will be made to the Institution's dining site(s) or ready for pick-up by 8:30 a.m. of each day food is served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
- B. The Institution shall notify the Vendor by telephone or in person each day prior to: 11:30 a.m. of the total number of meals needed for: ☐ that day or ☐ the following day.

3. Health & Sanitation

The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

4. Recordkeeping

- A. The Vendor agrees to maintain for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims, all records pertaining to this contract including records of food purchased, daily quantities prepared and delivered, daily menu records and delivery receipts. The Vendor must submit delivery reports and invoices to the Institution no less often than monthly. The Vendor also agrees that such records will be made available to representatives of the Michigan Department of Education, the U. S. Department of Agriculture, and the U. S. General Accounting Office at any reasonable time and place.
- B. The school's food service CANNOT claim reimbursement for those meals under the National School Lunch Program. (Reimbursement cannot be paid twice for the same meal; the school is acting as a vendor when selling meals to an Institution participating in the CACFP.

5. **Meal Charges**

A. Each meal shall be priced separately at the following prices:

Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Adult Meal Price	Total Price
Breakfast	16 hs/8 ehs	160 hs/220 ehs	1.75	0.00	\$7,560.00
Lunch/Supper	16 hs/8 ehs	160 hs/220 ehs	3.46	3.46	\$14,947.20
Supplement (Snack)	16 hs/8 ehs	160 hs/220 ehs	0.88	0.00	\$3,801.60
Other (Specify)					
Total Contract Amount					\$26,308.80

B. The Vendor shall bill the Institution each month by the 20th of the month following delivery of meals.

6. List site names and license numbers to be serviced by the Vendor. Attach additional pages, if necessary.

Westwood Heights Head Start (DC250365188) will be serviced by the school district.

7. Attach menu cycle to be used.

8. **Remedies for Non-Performance or Default**

If the Vendor fails to make delivery of any of the meals, supplies, or services as it agrees to provide within the time specified herein or if a meal(s) as provided by the Vendor does not meet the attached Meal Requirements, the Institution shall procure the needed meals, supplies or services or the additional foods needed to fulfill Meal Requirements from other sources and charge to the Vendor the cost of the replacement of meals, food, supplies or services.

9. **State Agency Review**

This contract may not be considered effective until it has been approved by the Michigan Department of Education.

10. This contract may be terminated by either party upon 30 days written notice.

11. The CACFP Regulations are a part of this contract. (Attached)

Westwood Heights School District
Vendor

GCCARD Head Start
Institution

Signature

Signature

Title

Executive Director
Title

Date

Date

Institutions are responsible for assuring compliance with all applicable CACFP Regulations.

FOR STATE USE ONLY

Approved By:

Date: