



**TO:** City Council  
**FROM:** Angie Comstock, Deputy City Clerk  
**SUBJECT:** Chisago County Board of Aging Request  
**DATE:** May 14, 2024

**Background:**

The City Council had reviewed a similar request for contract with the Chisago County Senior Center in June of 2023. Historically, Stacy has not entered into this agreement. The consensus of the Council at that time was to review this again after the annexation was completed and the new Council was seated. The Chisago County Board of Aging has presented a new agreement for services to the City.

**Action Requested:**

Review and determine if the City would like to enter into this agreement now that the annexation is complete and the new Council is seated.

April 1, 2024

City of Stacy  
30955 Forest Blvd.  
Stacy, MN 55079

ATTENTION: Angie Comstock, Clerk

On behalf of the Chisago County Board of Aging, I am writing to offer a service contract to the City of Stacy.

The Chisago County Board of Aging totally operates the Senior/Community Center with volunteers. The Center provides services to Seniors in the form of exercise classes, musical entertainment, games and card playing, informational programs, socialization opportunities, and morning coffee in the lobby.

The Senior Center provides free space for several communities groups such as girl and boys scouts, 4-H, Master Gardeners, and 55+ Driving programs. We also rent rooms for private gatherings when space is available.

Catholic Charities rents our commercial kitchen to operate their Meals on Wheels program and they provide congregate dining Monday through Friday in our dining room.

As in the past, in order to provide a safe, clean, and comfortable Center, we rely on our rentals, private donations, service contracts, and fundraisers. We are so very fortunate to have devoted volunteers who keep the Center operating. We have no paid employees so no wages expenses.

Attached to this letter is a Contract for Services. We would greatly appreciate your consideration to enter into this contract with us. If the City of Stacy accepts the contract, please sign and date where indicated, and mail the agreement along with your check to:

Chisago County Senior Center  
Attention: Carol Stradinger  
38790 6<sup>th</sup> Ave.  
North Branch, MN 55056

Thank you for considering this matter.

Sincerely,



Carol Stradinger, Vice President  
Chisago County Board of Aging

**CONTRACT FOR HEALTH, SOCIAL, OR  
RECREATIONAL SERVICES**

**Refer to Minn. Stat. 471.935**

**WHEREAS;** City of Stacy , Chisago County, Minnesota (hereinafter "City") is authorized under Minn. Stat. 471.935 to contract with non-profit organizations for up to \$10,000 a year for health, social, and recreational services if authorized by the city electors and the City Council considers the services to be in the public interest and good for the Town;

**WHEREAS:** Chisago County Senior Center (hereinafter "Organization") is a non-profit organization that has the capacity to provide health, social, or recreational to those within City;

**WHEREAS;** the amount authorized to be expended on the contract with Organization does not cause City to exceed the \$10,000 cumulative limit that can be expended under Minn. Stat. 471.935 in a year and

**WHEREAS:** the City Council considers the services delivered by Organization to be in the public interest and good for the City;

**NOW, THEREFORE,** in consideration of the mutual promises made herein and for other valuable consideration the receipt of which is hereby acknowledged, City and Organization agree as follows:

1. **SERVICES PROVIDED.** Organization agrees to provide or make available the following services to those living within City and surrounding areas.

*To provide a Senior Center that is a focus point on aging, where older adults join together for services, activities and special events. A charitable organization responding to their needs, interests, dignity, supporting their independence and encouraging involvement with their skills and experiences at the Senior Center and their respective communities.*

2. **TERM.** This term shall be in effect for one year from June 1, 2024 through May 31, 2025
3. **COST.** City agrees to pay Organization a lump sum of \$ 800.00 for the services it is to provide under this Agreement.
4. **INDEMNIFICATION, HOLD HARMLESS, AND DEFEND.** Any and all claims that arise or may arise against the Organization, its agents, servants, or employees as a consequence of any act or omission on the part of the Organization or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of City. Organization shall indemnify, hold harmless, and defend Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which City, its officers, agents, or employees may hereafter sustain,

incur, or be required to pay, arising out of or by reason of any act or omission of Organization, its agents, servants, or employee, in the execution, performance, or failure to adequately Organization's obligations pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by City of any statutory or immunities from liability.

- 5. **INDEPENDENT CONTRACTOR.** Organization acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between City and Organization or of any obligations or commitments beyond the terms of this Agreement.
- 6. **MODIFICATION & TERMINATION.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by City and Organization. City may terminate this Agreement, with or without cause, upon 30 days written notice.
- 7. **LEGAL COMPLIANCE.** Organizations shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Organization is responsible. Organization shall procure, at Organization's expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

**TOWN**

**ORGANIZATION**

City of Center City

Chisago County Senior Center

BY: Carol Stradinger  
Board of Aging Vice-President  
Print name and title

BY: \_\_\_\_\_

BY: Carol Stradinger

Mayor

signature

Date: \_\_\_\_\_

Date: April 1, 2024

**ATTEST:** \_\_\_\_\_

City Administrator