

MEMORANDUM OF UNDERSTANDING BETWEEN

PRAIRIE HOME HOSPICE & COMMUNITY CARE

AND

THE CITY OF MARSHALL

THIS AGREEMENT MADE this 1st day of November 2022; by and between Prairie Home Hospice & Community Care, a Minnesota non-profit corporation; Lessee and City of Marshall, a Minnesota municipal corporation; Lessor, to provide physical facilities to support personnel who are providing hospice care to designated populations affected by a disaster or public health emergency.

RECITALS

1. City of Marshall, Lessor, is the owner and operator of the facility identified as the Red Baron™ Arena & Expo located at 1651 Victory Drive, Marshall, MN 56258; and
2. Prairie Home Hospice & Community Care, Lessee, a Minnesota non-profit corporation, collectively provides health care services and end of life services for clientele in the Marshall, Minnesota area; and
3. Lessee, in the process of creating an emergency management plan, has identified the Red Baron™ Arena & Expo, hereinafter referred to as Facility, as a location for establishment of temporary facilities to care for patient if there is a natural or manmade disaster or health care emergency, which would force temporary relocation of clientele and staff to another facility; and
4. Lessor has offered the Facility as a temporary location that would be made available to Lessee in the circumstances of natural disaster, manmade disaster or public health emergency requiring the physical relocation of Lessee clientele.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy of consideration is hereby acknowledged, the parties hereto agree as follows:

Red Baron Arena & Expo (Facility), to provide physical facilities to support personnel who are providing hospice care to designated populations affected by disaster or public health emergency.

A. DUTIES AND RESPONSIBILITIES

The Facility agrees to the following:

1. Provide facility located at: 1651 Victory Drive, Marshall, Minnesota 56258

(Street) (City) (State) (Zip Code)

2. Provide support to access appropriate and necessary telecommunications resources.

3. Provide access to facility/utility resources. The facility is equipped with the following (please check and designate how many):

 Y Tables(Y/N), if yes, #20

 Y Chairs(Y/N), if yes, # 40

 Y Garbage containers

 Y Secure room for storage (Y/N)

 Y Telephones (Y/N), if yes, #1

 Y Internet access with WI-FI

- N Fax machines (Y/N)
- Y Copy machines (Y/N), if yes, #1
- Y Refrigeration(Y/N)
- Y Generator for power loss(Y/N), if yes, power for what? For oxygen, nebulizer machines, to charge cell phones, to run office equipment.
- Y Emergency lighting (Y/N)
- Y HVAC (Y/N)
- N Portable Fans (Y/N)
- Y Handicap Accessible (Y/N)
- Y Adequate Parking Facilities (Y/N)
- Y Water Supply
- Y Restrooms (Y/N), if yes #2
- Y Kitchen Facility (Y/N)
- N Scales (weight) (Y/N)
- N Wheelchairs (Y/N)
- N Cots/Gurney (Y/N)
- N Blankets (Y/N)
- N Pillows (Y/N)

B. TERM.

This Contract shall be effective on the 1st day of November 2022 and shall terminate on the 1st day of November 2027.

If the relocation of clientele and staff is exercised during the term of this agreement, up to nine (9) clientele and thirty-five (35) staff (44 total individuals) will have the appropriate use of the Facility for so long as the natural disaster, manmade disaster or public health emergency shall exist. As soon as the event-causing relocation has been rectified and the Lessee's permanent facilities are available, the Lessee's clientele and staff shall be relocated back to the permanent facilities in a timeframe as reasonably necessary.

C. OTHER CONSIDERATIONS

The parties agree to the following:

- 1. No modifications or changes will be made to the facility/property without the express written approval of the owner/operator.*
- 2. Prior to occupancy, representatives of both parties will inspect the facility/property and will note any discrepancies on the inspection form, and/or this agreement.*
- 3. Prior to vacating the facility, representatives of both parties will again inspect the facility/property to note any discrepancies on the release form. Normal wear and tear is considered to be the responsibility of the organization/owner/operator.*
- 4. Expenses: Lessee shall be responsible for reimbursement and payment to the Lessor, all expenses incurred by Lessee during the time that its staff and clientele use the facility pursuant to the terms and conditions of this agreement. Expenses to be paid shall include, but is not limited to, Lessor's staff time necessitated by the Lessee's use of the premise; utilities, including electrical and water services used by Lessee during the time of occupancy; all fuel/generator costs, if any, incurred by*

Lessee during the time of occupancy; cleaning of the facility; and all other reasonable and necessary expenses incurred by Lessee during the time of occupancy at the Facility.

5. *Lessor shall provide to Lessee, names and telephone numbers of Lessor's staff that may be contacted in a disaster or emergency situation, so as to authorize and allow Lessee access to the Facility for its clientele and staff.*

D. NOTICE AND CORRESPONDENCE

All notices and correspondence, which may be necessary or proper for either party, shall be addressed as follows:

TO PRAIRIE HOME HOSPICE & COMMUNITY CARE:

1108 E College Drive Marshall, MN 56258

Attention: Sarah Kirchner, CEO

TO THE FACILITY:

City of Marshall

Attention: Director of Community Services

344 W. Main Street

Marshall, MN 56258

E. INTERPRETATION

This agreement shall be interpreted according to the laws of the State of Minnesota, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Minnesota.

This document represents the entire Agreement between the parties. Any amendments shall be in writing and agreed upon by both parties. IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

FOR THE FACILITY; LESSOR:

By: _____

Its:

Date: _____

ATTEST:

By: _____

Its:

FOR PRAIRIE HOME HOSPICE & COMMUNITY CARE; LESSEE:

 _____

Sarah Kirchner, CEO

Date: 11/14/2022 _____