

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF JOHNSTOWN
AND THE JOHNSTOWN SENIOR CENTER

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 5th day of day of March, 2024, by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (“Town”), and the Johnstown Senior Center, a Colorado non-profit corporation (“Senior Center”). The Town and Senior Center may collectively be referred to as the “parties” or singularly as a “party.”

RECITALS

WHEREAS, the Town is an ardent supporter of the older adult community and wishes to encourage opportunities and space for gathering or events; and

WHEREAS, the Town embraces the Senior Center’s mission to serve the older adult community; and

WHEREAS, the Town recognizes the significance of the older adult community and aims to express its understanding and support; and

WHEREAS, the Senior Center is a non-profit entity whose mission is to serve older adults; and

WHEREAS, the Town allows the Senior Center to utilize space in a Town owned facility free of charge for older adult events and for a minimal amount of storage of personal property; and

WHEREAS, the Town also rents space in the facility to members of the public; and

WHEREAS, despite the Senior Center’s use of the space in the facility for many years, the Town and the Senior Center have not formalized their business association; and

WHEREAS, to memorialize their relationship, the Town and the Senior Center desire to enter into this MOU.

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Staff Support. The Town will employ a Senior Center Coordinator who will work with the Senior Center to:
 - a. Develop, plan, organize and facilitate senior adult services in the areas of leisure, educational enrichment, and wellness programs for senior adults;
 - b. Coordinate registrations and enrollments for all senior programs, including collecting and accounting for various fees and charges;

- c. Develop monthly and annual calendars for upcoming programs and communicate those programs to members of the public;
- d. Work with the Town's Communications Department to prepare news releases, monthly newsletter updates and other public relations materials;
- e. Work with the Weld County Area Agency on Aging to receive technical assistance, training and advice that will assist in the further development of the local senior program; and
- f. Organize, communicate, and support the weekly meal program, manage contract classes, and manage the day-to-day operations of the facility.
- g. Maintain a safe and clean facility and develop, and enforce safety procedures, rules and regulations to ensure safe operations for all staff, volunteers, and members.
- h. Participate in the development of regional programs and initiatives with colleagues from neighboring communities.
- i. Assist with writing grant applications for local grants to enhance the programming in the community, with approval from the Town of Johnstown and Senior Center Board. For purposes of clarity, the Town shall have no financial obligations to any grant submitted.

2. Facility Use.

- a. The Senior Center shall be entitled to use the facility for older adult events. The Town agrees to assist the Senior Center by providing space in the facility for the Senior Center to use at no cost. The Town and the Senior Center agree to coordinate in good faith for the use of the space in the facility, but the determination as to what space is available to the Senior Center at any given time shall be at the sole discretion of the Town. The Senior Center shall only have access to the portions of the facility that the Town permits and authorizes the Senior Center to use and shall only be entitled to use the facility when a Town employee provides the Senior Center with access to the facility and is present during the duration of the Senior Center event. Notwithstanding the foregoing, if the Senior Center were to enter into a rental agreement with the Town and rent a portion of the facility, in the same manner and form that other members of the public rent the facility, then the Senior Center would be entitled to gain access to the facility and use those portions of the facility that are rented to the Senior Center without a Town employee.
- b. The Senior Center shall be entitled to use the facility for storage of personal property that is used to support the older adult events and at a total square footage not to exceed 300 square feet.
- c. The Senior Center shall not be entitled to use the facility for any purpose not set forth herein absent the Town's written consent. If the Senior Center uses the facility for an unauthorized purpose, the Town may terminate this MOU as provided in Paragraph 4.

3. Term. The term of this MOU shall commence on January 1, 2024, and terminate on December 31, 2024. Unless either party provides written notice to terminate on or before

November 1 of a calendar year, this MOU shall automatically extend for additional one-year terms.

4. Termination. Notwithstanding the term, this MOU may be terminated if:
 - a. The Senior Center is in default of any provision of this MOU;
 - b. The facility becomes damaged to such an extent that, at the Town's discretion, it would not be prudent or feasible to rebuild;
 - c. The Town of Johnstown personal property inside the facility is damaged, destroyed or removed from the facility, in any manner, such that the operation of the facility as a community gathering space is not feasible or practicable; or
 - d. Upon written notice from the Town to the Senior Center with a 60-day notice of termination of this agreement.

5. Personal Property. The personal property that is stored at the facility and owned by the Senior Center is set forth on Exhibit A, attached hereto and incorporated herein by reference. When the Senior Center removes personal property or adds additional personal property, the Senior Center shall provide written notice to the Town Clerk or their designee, who shall keep a running inventory of the Senior Center's personal property. The Town shall be entitled to direct and authorize where the Senior Center's personal property is stored at the facility but shall have no liability or responsibility whatsoever for such personal property.

6. Utilities and Maintenance. The Town shall provide and pay for all utilities, including internet service, to the facility and will maintain the facility in good condition and repair. The Town's Public Works Director is responsible for managing all Town facilities, so decisions regarding maintenance and repairs and the timing of such maintenance and repairs at the facility will be determined by him/her.

7. Insurance. The Town shall maintain liability insurance for the facility. The Town shall maintain property insurance for the Town's personal property at the facility. The Town shall not maintain property insurance for the Senior Center's personal property at the facility. The Senior Center may, at its discretion, obtain adequate insurance coverage to protect its personal property. The Senior Center shall procure and maintain automobile insurance for the Senior Center's vehicle(s) and provide proof of such insurance to the Town on or before January 1 of each calendar year.

8. Financial Commitments. The Town's financial commitments set forth in this MOU are subject to Town-approved budget appropriation during a fiscal year. To the extent the Town does not budget and appropriate funds during any fiscal, the financial commitments set forth herein shall cease. Except as provided herein, the Town does not have any financial obligation to the Senior Center and will only provide the following:
 - a. The Senior Center Coordinator;
 - b. Utilities for the Town owned facility as provided herein; and
 - c. Maintenance and repairs for the Town owned facility as provided herein.

9. Compliance. The Senior Center shall comply with all applicable laws, rules and regulations. The Senior Center shall not do or permit any action to be done that might result in a breach of this MOU. The Senior Center's operations will exclusively be managed by the entity and its Board members. (Town staff is not authorized to assist with Senior Center operations, including, but not limited to, performing grant accounting, preparing tax forms or filings, drafting or reviewing legal agreements or similar such functions.) The Senior Center shall not permit, cause, or allow others to cause anything in the facility to be done that might result in:
 - a. A violation of the law, civil or criminal;
 - b. A breach of the peace;
 - c. An increase in insurance rates;
 - d. Negative publicity for the facility or the Town; or
 - e. A decrease in the value of the facility.

10. Indemnification. The Senior Center agrees to indemnify, protect and save harmless the Town from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Town, relating to or arising from the Senior Center's use of the facility.

11. Assignment. The Senior Center may not assign its rights or duties under this MOU without receiving the prior written consent of the Town.

12. No Third-Party Beneficiaries. This MOU is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

13. Notices. All notices, consents or other instruments provided for under this MOU shall be deemed properly given when: (1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (3) sent by electronic mail return receipt requested and received. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO SENIOR CENTER:

Johnstown Senior Center
 Attention: Johnstown Senior Center President
 101 Charlotte Street
 Johnstown, CO 80534

Email: _____

TO TOWN:

Town of Johnstown
 Attention: Town Manager
 450 S. Parish
 P. O. Box 609
 Johnstown, CO 80534

Email: mlecerf@johsntownco.gov

14. Waiver. No consent or waiver, express or implied, by the Town to or of any breach or default by the Senior Center in the performance by the Senior Center of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the

Town. Failure on the part of the Town to complain of any act or failure to act or to declare the Senior Center in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town of its rights hereunder.

15. Governing Law and Venue. This MOU and the interpretation thereof shall be governed by the laws of the State of Colorado and the Code. Venue for any claim, proceeding or action arising out of this MOU shall be in Weld County, Colorado.

16. Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this MOU, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

17. Entire Agreement and Amendments. This MOU constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this MOU must be in writing and signed by the parties.


18. No Presumption. Each party acknowledges that it has carefully read and reviewed the terms of this MOU. Each party acknowledges that the entry into and execution of this MOU is of its own free and voluntary act and deed, without compulsion. Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this MOU and with respect to all matters set forth herein. The parties agree that this MOU reflects the joint drafting efforts of all parties and in the event of any dispute, disagreement or controversy arising from this MOU, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

19. Headings. The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this MOU

This MOU is entered into on the 5 day of March, 2024, and upon signature of the authorized representatives of each party, shall become effective and binding on each party.

TOWN OF JOHNSTOWN

ATTEST:

By: 
Hannah Hill, Town Clerk



By: 
Matt LeCerf, Town Manager

JOHNSTOWN SENIOR CENTER

ATTEST:

Severa Valverde
Secretary

By: Jane Hansher
Name: Jane Hansher
Title: President



EXHIBIT A
SENIOR CENTER PERSONAL PROPERTY