

**The Marshall Area Senior Citizens, Inc.  
Adult Community Center Operations Agreement**

**THIS AGREEMENT** is made and entered into January 1, 2024, by and between the City of Marshall, Minnesota (the “City”), the Adult Community Center Commission of the City of Marshall, (the “Commission”), a body politic, and the Marshall Area Senior Citizens, Inc., (the “Corporation”).

**WHEREAS**, the City of Marshall owns an Adult Community Center located at 107 South 4<sup>th</sup> Street, Marshall, Minnesota, and

**WHEREAS**, the Marshall City Council established the Adult Community Center Commission (the “Commission”), to operate and maintain the City’s Adult Community Center; and

**WHEREAS**, Marshall City Code Article 2 -VI-11 authorizes the Commission to enter into contracts related to the management and operation of the Adult Community Center, after receiving approval of the contract by the City Council; and

**WHEREAS**, the Corporation is an organization of citizens from the Marshall area which promotes activities for older adults, as well as, provides some financial support to the Adult Community Center, and

**WHEREAS**, the Corporation and the Commission desire to maintain their long-standing relationship.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the parties agree as follows:

The Commission and the Corporation shall have the following duties, responsibilities, and privileges:

Commission Duties

1. The Commission, either by or on behalf of the City shall schedule hours of operation for the Adult Community Center.
2. The Commission shall maintain the building and keep in good order, working with the City to make such repairs as are necessary. The Commission shall provide all janitorial services. The Corporation, as a facility user, agrees to use reasonable care in its use, including picking up after themselves or from their events, and agreeing not to deposit any trash, or garbage on any part of the premises other than in designated receptacles. Normal reasonable wear and tear is expected.
3. The Commission shall follow its normal practice for collection for revenues from non-Corporation related events, including receptions, family celebrations, and other events managed by, but not directly related to the Corporation. The Corporation will notify the Commission as soon as the Corporation books a non-corporation event and shall provide the Commission with the contact information for the coordinators of the non-corporation events.

Corporation Duties

1. The Corporation shall pay \$550.00 by the 10<sup>th</sup> day of each month. The Agreement shall become effective January 1, 2024, and continue until December 31, 2024 ( “initial term”). This Agreement shall be automatically extended for an unlimited number of one-year periods, unless, on or before December 31, 2024 (for the initial term), or thereafter on or before the December 31 of any subsequent term, either Party provides to the other written

notice of its desire not to automatically renew this Agreement. Either party may request a meet and confer with the other party by December 1 of any term to discuss any of the terms of this Agreement before the next automatic renewal period.

2. In addition to monthly rent, Corporation investment fund earnings paid to the Commission by the MASC, Inc. Foundation shall be designated for facility operations.
3. Special events sponsored or coordinated by the Corporation shall be scheduled with the Commission coordinator's approval.
4. The Corporation shall retain proceeds from Corporation-sponsored fundraising events.

#### Relationship

The Corporation is performing independent functions and responsibilities from the Commission. The Corporation and its personnel, if any, or volunteers, are independent contractors and not employees of the Commission. The Corporation has no authority to make any binding commitments or obligations on behalf of the Commission except to the extent expressly provided herein.

#### Indemnity and Duty to Defend

Each party shall be responsible for its own acts and omissions, and the acts and omissions of its own employees, agents, representative or volunteers, and the results thereof to the extent authorized by law. The Corporation agrees to defend, indemnify and hold the Commission, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the Corporation or of its agents or contractors related to the performance of this Agreement. The Commission agrees to defend, indemnify and hold the Corporation, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the Commission or of its agents or contractors related to the performance of this Agreement. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The indemnifying party shall retain all rights and defenses available to the indemnified party. Nothing in this Agreement constitutes a waiver of any limits on liability, immunities, or exemptions from liability available to either party under Minnesota Statutes, chapter 466 or other law.

#### Termination

1. Mutual Termination. The parties, by mutual written agreement, may terminate this Agreement at any time.
2. Corporation Termination. The Corporation may terminate this Agreement in the event of a breach of the Agreement by the Commission upon providing thirty (30) days' written notice to the Commission, so long as the Commission is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and the effective date of termination.
3. Commission Termination. The Commission may terminate this Agreement by providing thirty (30) days' written notice at any time for breach upon written notice to the Corporation, so long as the Corporation is given the opportunity to cure the breach within the thirty (30) day period between the termination notice and effective date of termination.

4. Either party may terminate this agreement for any reason, or no reason, upon three (3) months' written notice to the other.

Upon termination of this Agreement, all electronic and hard files and their content related to the Adult Community Center shall be provided to the Commission at no cost.

#### Notice

Any written notices, including written notice of termination, shall be provided to the parties at the following addresses:

Marshall Area Senior Citizens, Inc

107 South Fourth Street

Marshall, MN 56258

Adulty Community Center

Office of the Coordinator

107 South Fourth Street

Marshall, MN 56258

#### General Terms

1. The Adult Community Center shall be open to members and non-members of the Corporation.
2. Compliance with Laws. Corporation shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations.
3. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and both parties waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
4. Assignment. The Corporation may not assign any right, privilege or license conferred by this agreement.
5. Amendment. Notwithstanding any other provision hereof, the parties hereto may by mutual consent and in writing agree to modifications and additions hereto.
6. Data Practices Act Compliance. Any and all data provided to the Corporation, received from the Corporation, created, collected, received, stored, used, maintained, or disseminated by Corporation pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and specifically Section 13.495. This paragraph does not create a duty on the part of the Corporation to provide access to public data to the public if the public data are available from the Commission.
7. No Discrimination. The Corporation agrees not to discriminate in providing Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to termination of this Agreement.

8. Waiver. Any waiver by any party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
9. Survivability. All covenants, indemnities, guarantees, releases, representations, and warranties of either party or the parties and any undischarged obligations of the parties arising prior to the expiration or termination of this Agreement, shall survive such expiration or termination.
10. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and in the year above written.

**Marshall Area Senior Citizens, INC.**

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MASC, Inc President Printed Name	MASC, Inc President Signature	Date
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**Adult Community Center Commission**

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ACC Commission Chair Printed Name	ACC Commission Chair Signature	Date
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**City of Marshall**

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Mayor Printed Name	Mayor Signature	Date
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Attested to by:

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City Clerk Printed Name	Clerk Signature	Date
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