

RESOLUTION NO. 2023-08-05

A RESOLUTION AUTHORIZING THE SIGNING OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT MORGAN AND THE DISABLED AMERICA VETERANS CHAPTER 41

WHEREAS, Disabled American Veterans Chapter 41 has been a vital part of the community for many years and serves to Assistance to all American Veterans; and,

WHEREAS, the City and Disabled American Veterans Chapter 41 now wish to enter into an agreement for the Fort Morgan Gene Doty Senior Center, which aims to improve the quality of life of local Veterans and to provide assistance to those Veterans when needed; and,

WHEREAS, the Parties wish to enter into this Memorandum of Understanding ("MOU") as found in "Exhibit A" to memorialize the Parties' collaborative relationship and understanding, and to clarify the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT MORGAN, COLORADO:

SECTION 1. The City hereby authorizes the Mayor to sign the Memorandum of Understanding between the City of Fort Morgan and Disabled American Veterans Chapter 41 for the use of the Gene Doty Senior Center as shown in the attached "Exhibit A."

INTRODUCED, PASSED, APPROVED AND ADOPTED this 15th day of August, 2023, the vote upon roll call being as follows:

Ayes: Mayor Lyn Deal, Councilmembers Garcia, Kaper, Parks, Schossow and Urdiales

Nays: None

Absent /Abstain: Councilmember Anderson, Absent(excused)



THE CITY COUNCIL OF THE CITY OF FORT
MORGAN, COLORADO

BY: Lyn Deal
Lyn Deal, Mayor

ATTEST:

John Brennan
John Brennan, City Clerk

STATE OF COLORADO)
COUNTY OF MORGAN) ss.
CITY OF FORT MORGAN)

CERTIFICATE

I, John Brennan, City Clerk of the City of Fort Morgan, Colorado, do hereby certify that the above and foregoing **Resolution** is a true, perfect and complete copy of the **Resolution** adopted by the City Council and is identical to the original thereof appearing in the official records of the City of Fort Morgan, Colorado, and that the same has not been, since its adoption, in any respect, rescinded or amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Fort Morgan this 15th day of August, 2023.

John Brennan
John Brennan, City Clerk

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FORT MORGAN AND DISABLED AMERICAN VETERANS CHAPTER 41

This Agreement is made and entered into this 15th day of August 2023, by and between the Disabled American Veterans Chapter 41 (hereinafter referred to as "DAV"), and the CITY of FORT MORGAN, a Home Rule Municipality and municipal corporation (hereinafter referred to as "CITY"), both of MORGAN County, State of COLORADO, witnesseth:

WHEREAS, The DAV is a community-based organization providing for veterans services and desires to use the City's Gene Doty Senior Center for the purpose of conducting meetings; and,

WHEREAS, The City owns and operates the Senior Center and agrees to provide the facility to the DAV for monthly meetings, free of charge, subject to the conditions and requirements stated herein.

NOW THEREFORE, BE IT HEREINAFTER AGREED BY the DAV and CITY as follows:

1. That starting on September 16, 2023, the DAV may use the Gene Doty Senior Center located at 307 Linda St., within the City of Fort Morgan, County of Morgan, and State of Colorado from 10:00 a.m. until 2:00 p.m. every third Saturday of the month; and,
2. That the City shall staff the building from 10:00 a.m. until 2:00 p.m., at which time the meeting should be completed; and,
3. That the City shall provide storage space for DAV property, in a location within the building to be agreed upon with the City and Staff; and,
4. That if the City considers the DAV is misusing the facility, the DAV can lose, at the determination of the City Manager, their use of the facility; and,
5. That in the event of a conflict between a City-sponsored event and the DAV scheduled meeting time, the City's event shall take priority; and,
6. That the DAV shall follow all Senior Center policies and procedures as well as abide by the prohibitions against alcohol, pets of any kind, or use of unauthorized rooms or equipment; and,

7. That the DAV shall leave the Senior Center in the same condition after each use by returning all tables and chairs to their original position and removing all debris, garbage, or other items brought into the Senior Center before or during meetings; and,
8. That if the DAV does not comply with paragraph 7, the DAV will be charged a \$100.00 cleaning fee, which shall be billed by and made payable to the City; and,
9. That if any part of the building or any equipment located in the building during the term of this agreement shall be damaged by the act, default, or negligence of the DAV or its agents, employees, patrons, guest, or any person admitted to the Senior Center by the DAV, the DAV will pay to the City upon demand such sum as shall be necessary to restore the designated property to their present condition; and,
10. That the City shall not be liable for anything that may arise from the furnishing of the Senior Center for use by the DAV. Furthermore, the DAV shall indemnify, save harmless, and defend regardless of outcome, the City from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney's fees that may be incurred as a result of the DAV's use of the Senior Center; and,
11. Additional Insured: The DAV agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide \$1,000,000.00 with the City being listed as the Additional Insured on a primary and noncontributory basis. The DAV shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement; and,
12. This Agreement will renew annually in perpetuity. If any party would like to change or withdraw from this Agreement, notice should be given at least 6 months prior to date of termination; and,
13. That the DAV shall not assign this agreement without the prior written consent of the City, nor use the Senior Center other than as specified in this agreement; and,
14. That by entering into this MOU, the DAV and the City do not intend to create any obligations express or implied other than those set out herein; furthermore, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies each of which shall be deemed an original on the date first above written.

CITY OF FORT MORGAN, COLORADO

("CITY")


Lyn Deal, Mayor

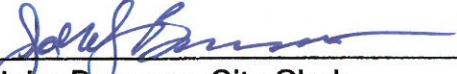
Disabled American Veterans Chapter

41

("DAV")


Nathan Lousberg

ATTEST:


John Brennan, City Clerk

APPROVED AS TO FORM:


City Attorney ✓