



**TOWN OF MILLIKEN
TOWN BOARD OF TRUSTEES
AGENDA MEMORANDUM**

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| To: Mayor Woodcock and Town Board of Trustees | | Meeting Date: | |
| From: | | Wednesday, | |
| Via: Kent Brown, Town Administrator | | August 24, 2016 | |
| Agenda Item # | Action: X | Discussion: | Information: |
| Agenda Title: Consideration of Use of the Milliken Community Center by Thompson River Parks and Recreation District (TRPR) for Senior Nutrition Meals | | | |
| Attachments: Milliken Town Hall Use Agreement | | | |

PURPOSE

To review and consider authorizing the continuation of the District to use that portion of Town Hall known as the Community Center for purposes of TRPR providing nutrition services and a congregate meal site under the County’s Senior Nutrition Program to Weld County senior citizens. TRPR will designate a Program Administrator who shall be the TRPR’s representative for purposes of implementing the Program and serving as the point of contact for the Town.

BACKGROUND

On or before 1997 the Town of Milliken had a Memorandum of Understanding with Weld County and more specifically, the Weld County Division of Human Services Area Aging’s Senior Nutrition Project. During this time the Town employed a Senior Coordinator that managed this program. In 2009 an Agreement was implemented between the Town and TRPR to provide the management of the Milliken senior program. TRPR and Weld County have an Agreement regarding the nutrition program and therefore the Town felt that it needed to have a Use Agreement that directly outlines the responsibilities of each entity.

BUDGET IMPLICATIONS

N/A

RECOMMENDATION

Staff recommends that the Town Board of Trustees approve the Milliken Town Hall Use Agreement.

SUGGESTED MOTION

“I move to authorize the Mayor to sign the Milliken Town Hall Use Agreement between the Town, the Thompson River Parks and Recreation District and Weld County.”

MILLIKEN TOWN HALL USE AGREEMENT

THIS TOWN HALL USE AGREEMENT ("Agreement") is made this 1st day of January, 20, 2016, by and among the **Thompson River Parks and Recreation District**, 110 Centennial Drive, Suite B, Milliken, Colorado 80543 ("District"), **the County of Weld, Colorado** by and through the Board of County Commissioners of Weld County ("County") and the **Town of Milliken**, a statutory municipal corporation of the State of Colorado, 1101 Broad Street, Milliken, Colorado 80543 (the "Town"), for the purpose of providing a congregate meal site for Weld County seniors through short-term use of the Town's Community Center ("Center"), as described and provided for in this Agreement. This Agreement is effective following proper execution by the County and on the date of execution by the Town as indicated below.

1. USE OF MILLIKEN COMMUNITY CENTER. The Town hereby authorizes the District to use that portion of Town Hall known as the Community Center for purposes of the District providing nutrition services and a congregate meal site under the County's Senior Nutrition Program to Weld County senior citizens sixty (60) years of age and older and other eligible individuals (the "Program"). The District shall designate a Program Administrator who shall be the District's representative for purposes of implementing the Program and serving as the point of contact for the Town.

2. DISTRICT RESPONSIBILITIES. In using the Center, the District shall:

- a. Inspect or make provisions for inspections of the Center.
- b. Operate and oversee the Program and its volunteers, employees, vendors and participants.
- c. Contract with and work in conjunction with County-approved food vendors to provide meals for the Program.
- d. Provide volunteers to serve meals to participants.
- e. Train volunteers in the policies and procedures related to the Program including but not limited to such items as the reservation process, proper food handling, and food safety.
- f. Provide, maintain and replenish equipment needed to serve meals such as meal carriers, serving equipment, eating utensils, paper products, meal trays, record keeping supplies, tables and chairs.
- g. Comply with all applicable federal, state and local regulations and laws including but not limited to: (1) Weld County Senior Nutrition Program regulations; (2) the Weld County Senior Nutrition Policy and Procedure Handbook; (3) all applicable Town fire code regulations; and (4) Volume 10 of the Colorado Department of Human Services Code of Regulations (12 CCR 2510-1).

3. TOWN RESPONSIBILITIES. In offering the Center for the District's operation of the Program, the Town shall:

- a. Allow the District the use of the kitchen in the Center, including equipment and dining area at no cost to the District, as a congregate meal site, on Mondays and Fridays between the hours of 9:00 a.m.- 3:00 p.m.
- b. Notify the Program Administrator in writing of any closures of the Center's dining room facility on a scheduled meal day at least twenty-one days in advance of the closure, if possible, to allow the Program administrator time to notify the food and transportation vendors. **It shall be the responsibility of the Program Administrator (and not the Town) to notify senior participants of the closure dates.**
- c. Maintain the Center in a clean and sanitary condition including snow removal when necessary.

4. COUNTY RESPONSIBILITIES.

- a. Inspect or make provisions for inspections of the meal site to insure the health and safety of the meal participants.
- b. Provide, when not otherwise available or funds allow, the usual equipment needed to serve meals such as meal carriers, serving equipment, eating utensils, paper products, meal trays, record keeping supplies, tables and chairs. Such equipment shall remain the property of the Weld County Senior Nutrition Program. The Site may not use any of the Program's supplies for non-related senior nutrition functions.

5. CONFORMANCE WITH TOWN POLICIES. The District agrees to conduct the Program in accordance with all applicable Town ordinances, resolutions, regulations and policies regarding use of the Center and Town Hall.

6. NO EXCLUSIVE USE. The Town Hall shall remain open to the public during the Center's normal operating hours, and the Program shall not interfere or impede the general public's use of the Town Hall. This Agreement does not grant sole and exclusive use of all or any part of the Center or Town Hall to the District.

7. TERM OF AGREEMENT. This Agreement shall begin on January 1, 2016 and shall continue as long as both parties desire to maintain the Agreement. Termination by any party shall require sixty (60) days advance written notice.

8. AMENDMENTS. Any change or modification of this Agreement shall be made in writing executed by all parties.

9. INDEPENDENT CONTRACTORS. The District, County and the Town agree that each is an independent contractor of the other and that their respective officers, employees, clients, and volunteers do not become employees of the other and are not entitled to employee benefits of the other.

10. LIABILITY AND INDEMNIFICATION.

- a. The District, its officers and employees, shall not be held liable for injuries or damages caused by any negligent acts or omissions of the Town or the County, or

their respective employees, volunteers, or agents while providing the Center for the District's operation of the Program.

- b. The Town, its officers and employees, shall not be held liable for injuries or damages caused by any negligent acts or omissions of the District or the County, their respective employees, volunteers or agents while performing services or operating the Program in the Center.
- c. The County, its officers and employees, shall not be held liable for injuries or damages caused by any negligent acts or omissions of the District or the Town, their respective employees, volunteers or agents while performing services or operating the Program in the Center.

11. INSURANCE. The District shall provide such liability, auto, worker's compensation and property insurance as it deems appropriate and necessary to cover its operations of the Program, including the County and the citizens served by the Program, its volunteers, employees, contracts, agents, and equipment. The Town shall provide such liability, worker's compensation and property insurance as it deems appropriate and necessary to protect its Center and Town Hall, and its officers, employees, volunteers, contractors, and agents.

12. CONFLICT OF INTEREST. No officer, member, or employee of the Parties to this Agreement or the parties governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

13. COMPLIANCE WITH TITLE VI OF CIVIL RIGHTS ACT. The Parties shall assure compliance with Title VI of the Civil Rights Act of 1986, and that no person shall, on the grounds of race, creed, color, sex, handicap, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

14. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to exempt, waive or in any way limit to any party the availability or applicability of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or any other immunities the parties or their officers or employees may possess.

15. NO RESPONSIBILITY FOR PROPERTY. The Town shall not be responsible for loss of, theft of, or damage to personal property of the District or the District's agents, guests, customers, invitees, permittees, vendors, or suppliers associated with operation of the Program at the Center.

16. NO TRANSFER OR ASSIGNMENT. This Agreement shall not be transferred or assigned by the District without the prior written consent of the Town and County which may be withheld for any reason.

17. NO THIRD PARTY BENEFICIARY. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

18. WAIVER OF BREACH. A waiver by any of the parties of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by one of the parties.

19. NON-APPROPRIATION. No portion of this Agreement shall be deemed to create an obligation on the part of the County, District or the Town to expend funds not otherwise appropriated in each succeeding year.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraph 8 herein.

21. SEVERABILITY. If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement for any reason is held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared unconstitutional or invalid.

22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same contract.

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed and executed on its behalf by the Town Administrator, and the County and District have signed and executed this Agreement, both in duplicate, as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

Town of Milliken

Mayor, Beau Woodcock
ATTEST:

By: _____
Town Clerk

Approved as to form:

By: _____
Town Attorney

THOMPSON RIVER PARKS AND RECREATION DISTRICT

By: _____

ATTEST:

By: _____

Address 1: 1101 Broad St

Address 2: Milliken

State: CO Zip 80543

Tel: 970-660-5049 Fax: _____

WELD COUNTY AREA AGENCY ON AGING

Eva M. Jewell, Division Head

ATTEST:
Weld County Clerk to the Board

BY: _____
Deputy Clerk to the Board

APPROVED AS TO FUNDING:

Controller

APPROVED AS TO FORM:

**BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO**

Mike Freeman, Chair

APPROVED AS TO SUBSTANCE:

Judy Griego, Director, Weld County
Department of Human Services

Director of General Services
