

FACILITY USE AGREEMENT

PARTIES: This Facility Use Agreement ("Agreement") is made and entered into and effective as of _____ ("Effective Date"), by and between the Housing Authority of the City of Pueblo, a quasi-governmental agency, ("Housing Authority") located at 201 South Victoria Ave, Pueblo, Colorado, and the Pueblo City-County Library District, a political subdivision of the State of Colorado, ("Library") located at 100 E. Abriendo Ave., Pueblo, Colorado. Housing Authority and Library may each be referred to herein individually as a "Party" or collectively as the "Parties."

PURPOSE: The purpose of this agreement is to enable Library to provide community programs, library materials and services. Library will provide all staff, security, transportation, programming, certifications, training, administration, and all other services needed or desired to provide the use of the space, in general "Programing". Housing Authority's sole responsibility shall be in offering space at designated Housing Authority facilities for the Library's use. Library will coordinate with Housing Authority as to the timing of the use of those spaces

AUTHORITY: This Agreement is entered into by and between the Parties in exercise of the authority set forth in the provisions herein.

TERM: The term of this Agreement shall begin on _____ and terminate on January 31, 2026.

NONDISCRIMINATION: As applicable, both Library and Housing Authority agree not to discriminate in the selection, acceptance, or treatment of any participant or representative of either party pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements.

OBLIGATIONS OF THE PARTIES:

- A. Housing Authority grants permission for Library to enter and use the Minnequa Apartments facilities located at 1400 E. Orman Avenue, Pueblo, Colorado 81004 to provide use for Programing, which may include the provision of library resources for check out, services and programs.
- B. Library use of the facilities will be limited to the ground floor great room with kitchen amenities, public restrooms and the outdoor patio area. Schedules for services and programs may vary depending on the season, community needs and availability of library resources and staffing

capacity. Library will coordinate schedules with a minimum of one month advance notice with Housing Authority.

- C. Housing Authority will provide general maintenance of the site, clean restrooms, floors, and provide paper goods for restrooms. Library will be responsible for all preparation and cleaning associated with the Programing. Library's cleaning of the areas shall meet the standard practices maintained at Housing Authority facilities and all Health Department regulations, including: the sweeping and mopping of floors, wiping down and disinfecting communal areas, emptying of trash and waste, and the washing, drying, and proper storage of all utensils.
- D. Library shall be responsible for any damage to the property or equipment caused by its employees, volunteers, agents, participants, or any customers served. Programing participants shall execute a waiver, in a form approved by the Housing Authority, assuming all liability and risk associated with participating in the Programing.
- E. Library will be the sole Party financially responsible for the Programing.
- F. Library will be responsible for marketing library resources, services and programs through the creation and distribution of standard promotional materials to include print marketing, website and social media.
- G. Housing Authority will be responsible for distributing Library-generated promotional materials to Housing Authority Clients.

INSURANCE:

During the term of this Agreement, Library shall provide Housing Authority a current certificate of insurance policy evidencing its comprehensive and general liability insurance coverage. This insurance shall be written in amount not less than \$1,000,000.00 for each occurrence and \$2,000,000 aggregate. Library shall also provide Housing Authority with a written endorsement naming Housing Authority as additional insured. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation, or cancellation. A copy of the Certificate of Liability Insurance must be on file with the Housing Authority at the time this Agreement is approved by both Parties.

INDEMNIFICATION AND LIABILITY:

- A. Library agrees to defend, hold harmless, and indemnify the Housing Authority and its officers, employees, and agents (the "Indemnified Parties"), from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person or property, arising from or in any way connected with the activities contemplated under this Agreement, or any default or breach of any term of this Agreement by Library. The Indemnified Parties shall have the right to retain their own counsel, in which case those

reasonable attorney and expert fees and costs shall be covered by Library's indemnification obligations. Housing Authority and Library do not waive or reduce and specifically maintain and enforce all protections under federal and state law related to or arising out of immunity and other protections afforded the Parties as governmental entities. No action or inaction by the Library or the Housing Authority shall be deemed or declared as a waiver of immunity or other protections afforded the Parties under state or federal law.

- B. Intentionally omitted.
- C. Intentionally omitted.
- D. City and Library agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.
- E. The Parties to this Agreement agree that each is responsible only for the actions of their respective officers, agents, employees, and participants.
- F. The Parties to this Agreement hereby assert that no liability is assumed by either Party for damages or injuries which arise from participants independently traveling to or from service sites.

TERMINATION AND SUSPENSION:

This Agreement may be terminated without cause by either Party at any time upon thirty (30) days prior written notice to the other Party. When required by law, this Agreement may be immediately suspended by either Party upon notice to the other Party; any such suspension shall not extend the term of this Agreement.

FORCE MAJEURE:

Neither Party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. In the event of damage or destruction to a material portion of the Minnequa Apartments facility by reason of fire, storm or other casualty loss that renders the facility (or a material portion thereof) untenable, Housing Authority shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the facility (or a material portion thereof)

untenantable for a period estimated by an engineer or architect selected by Housing Authority, of at least ninety (90) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement without any liability, upon written notice to the other.

FINANCIAL OBLIGATIONS:

- A. The parties to this Agreement hereby assert that no financial liability is assumed by either party for services provided outside the scope of this Agreement.
- B. Housing Authority hereby agrees to provide the detailed areas of Housing Authority and to be financially responsible for utilities and daily maintenance, except as otherwise provided herein.
- C. Library hereby agrees to provide the Program services with no financial liability to Housing Authority, including but not limited to, payment of staff, meals, and travel expenses.

NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

Housing Authority: Steven Trujillo, Executive Director
Housing Authority of the City of Pueblo
800 Goodnight Avenue
Pueblo, CO 81005

If to Library: Sherri Baca, Executive Director
Pueblo City- County Library District
100 E. Abriendo Ave.,
Pueblo, CO 81004

With a copy to:

Bart Miller
Collins Cole Winn, and Ulmer, PLLC
165 S. Union Blvd., Suite 785
Lakewood, CO 80228
Email: bmiller@cogovlaw.com

ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between Housing Authority and Library, and supersedes any prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this

Agreement. The Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived or amended, except by written instrument signed by the duly authorized representatives of Housing Authority and Library.