

**AGREEMENT FOR SERVICES AND
MEMORANDUM OF UNDERSTANDING**

Live the Victory, Inc. dba The Matthews House in Fort Collins (**further referenced TMH**) and Red Feather Lakes Community Library enter into this Agreement for Services and Memorandum of Understanding (“Agreement”) for the purposes of providing collaborative services described herein and as defined below. TMH and Red Feather Lakes Community Library may herein be collectively called the “Parties” or each individually a “Party.” This Agreement shall be effective July 1, 2017 (“Effective Date”).

RECITALS:

WHEREAS, TMH, a nonprofit corporation organized under the laws of the State of Colorado, provides youth and family transitional services within Larimer County; and

WHEREAS, Red Feather Lakes Mountain Library District

WHEREAS, TMH and Red Feather Lakes Community Library **have a joint interest in providing services for Red Feather Lakes Community Library** (further referenced as RFLCL).

WHEREAS, RFLCL and TMH **have a joint interest in providing services outlined in Exhibit A at Red Feather Lakes Community Library.**

WHEREAS, the Parties desire to further describe and agree on additional requirements regarding their relationship and the services to be provided at RFLCL

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals constitute substantive terms of this Agreement and are incorporated in to this Agreement by this reference.

2. **Scope of Services.**

2.1. **TMH** warrants and represents that it has the requisite authority, capacity, expertise, staff and personnel to perform the Services in compliance with the provisions of this Agreement and all applicable laws, rules and regulations and agrees to perform the Services on the terms and conditions set forth herein.

2.2. In consideration of the Services to be performed, RFLCL will provide adequate space for TMH employees to perform and conduct its services and programming.

3. **Insurance Requirement of SummitStone Health Partners.**

3.1. **Comprehensive General Liability Insurance.** Red Feather Lakes Community Library and TMH shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring each party and naming each party as additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of services or work pursuant to this Agreement with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of RFLCL or TMH hereunder.

3.2. **Workers' Compensation and Other Insurance.** During the term of this Agreement, Red Feather Lakes Community Library and TMH shall procure and keep in force Workers' Compensation insurance and all other insurance required by any applicable law.

3.3. **Evidence of Coverage.** Before commencing services or work under this Agreement, Red Feather Lakes Community Library and TMH shall furnish certificates of insurance policies evidencing insurance coverage required by this Agreement.

4. **Assignment.** It is understood that Red Feather Lakes Community Library enters into this Agreement based on the special qualifications and abilities of TMH. Accordingly, TMH may not assign its rights nor delegate any of its duties arising under this Agreement without the prior written consent of RFLCL, which may be withheld or conditioned in the sole direction of TMH. No such assignment shall relieve RFLCL of any of its obligations hereunder.

4. **Term.** Unless sooner terminated by either Party pursuant to the provisions of Section 7 below, this Agreement shall be in full force and effect for one year from the Effective Date, and shall be automatically renewed each subsequent year.

6. **Indemnification.** TMH hereby covenants and agrees to defend, indemnify, and hold harmless Red Feather Lakes Community Library, its board, officers, employees and agents from and against any and all claims, suits, actions, liability, loss, damage, or expense caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of TMH boards, officers, employees, and agents, regarding TMH duties hereunder and TMH performance or nonperformance of its obligations under this Agreement.

7. **Termination.** This Agreement may be terminated by TMH or Red Feather Lakes Community Library upon sixty (60) days written notice to the other Party. In the event of such termination, each Party shall continue to perform its obligations up to the effective

date of termination. If this Agreement is terminated, the Parties agree to return or destroy all program participant information received from the providing or creating Party.

8. **Notice Procedure.** All notices, requests, and other communication provided for herein shall be in writing and shall be deemed given to a Party when a copy thereof, addressed to such Party as provided herein, is actually delivered to such address (or delivery is refused or a carrier is unable to deliver because a Party has failed to provide change of address information to the Party attempting to give notice) by commercial courier or by certified or registered mail, return receipt requested.

All notices to TMH shall be addressed to The Matthews House at the following address or such other addresses of which TMH gives Red Feather Lakes Community Library notice hereunder:

415 Mason Ct. #1, Fort Collins, Colorado

All notices to Red Feather Lakes Community Library shall be addressed to Red Feather Lakes Community Library at the following address or such other address of which Red Feather Lakes Community Library gives TMH notice hereunder:

71 Firehouse Lane, PO Box 123 Red Feather Lakes, Colorado

9. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

10. **Survival Clause.** The "Indemnification" provision and the Parties' duties regarding program participant personal information set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Parties.

12. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

13. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

14. **Governing Law.** This Agreement shall be constructed in accordance with and governed by the laws of the State of Colorado. Both Parties further agree that the District Court, Larimer County, State of Colorado, shall have exclusive jurisdiction over any dispute arising from this Agreement.

15. **Miscellaneous.** All marginal notations and paragraph headings are for purposes of reference and shall not affect the true meaning and intent of the terms hereof. Throughout this Agreement, wherever the words "TMH" or "RFLCL" are used, they shall include and imply to the singular, plural, persons both male and female, companies, partnerships and corporations, and in reading this Agreement, the necessary grammatical changes required to make the provisions hereof mean and apply as aforesaid shall be made in the same manner as though originally included in said Agreement.

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the date first set forth above.

Live the Victory, Inc. dba The Matthews House

By: _____
Jerri Schmitz, Executive Director

Red Feather Lakes Community Library

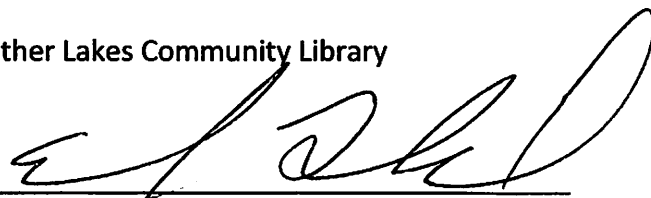
By:  _____
Creed Kidd, Library Director

EXHIBIT A

Services Provided by RFLCL

- RFLCL of Red Feather will provide shared space for TMH staff to render afterschool programming.
- RFLCL will provide ongoing weekly communications with all TMH staff about program requirements and needs including but not limited to weekly check ins and supervision.

Services Provided by TMH

- TMH will have open communication of programming needs and will host a monthly meeting to address concerns, opportunities and programming needs with the RFLCL
- TMH staff in partnership with RFLCL staff will be responsible for all set up and take down of equipment including tables and chairs for programming.
- TMH staff in partnership with RFLCL staff will be responsible for all clean up.
- TMH will provide ongoing supervision and support to RFLCL staff who are working in conjunction with the afterschool programming.
- TMH will provide ongoing trainings and resources for RFLCL staff.
- TMH will invoice RFLCL on a month basis for staff time allocation.