



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this ___ day of _____, 2022 (“Effective Date”), by and between **Rocky Mountain S.E.R./Jobs for Progress, Inc.**, hereinafter referred to as the “RMSEER”, and the **City of Pueblo, a Municipal Corporation**, through the **Pueblo Food Project**, hereinafter referred to as “PFP”, collectively the Parties.

PURPOSE STATEMENT:

WHEREAS, RMSEER desires to continue its active role in community service and charitable community activities through the establishment of ongoing, collaborative relationships with community organizations like PFP to promote access to community services and resources for all Pueblo residents; and

WHEREAS, PFP shares RMSEER’s desire and mission of improving the delivery of community services, resources and to maintain a collaborative relationship for responsive solutions to community needs;

WHEREAS, PFP has worked to address hunger, food insecurity and to strengthen its community’s ability to fortify its own responses to food access issues;

WHEREAS, RMSEER desires to be a collaborative partner with PFP by improving existing services and creating of new solutions and opportunities for residents in Pueblo, Colorado (and surrounding counties).

NOW, THEREFORE, the Parties agree to the following:

INTENT: To establish a cooperative relationship and work together to provide human health and wellness services, projects, programming, and solutions for all families in Pueblo Colorado and surrounding areas, and to continue to collaborate on future projects and programs to positively impact and serve the greater good of all.

SCOPE OF SERVICES & PERFORMANCE: Parties further agree that:

RMSEER will:

- Provide a 1 year Rental of Room 114, contained within the grounds of RMSEER’s Empowerment Center at 330 Lake Avenue, Pueblo, Colorado, for use as a working classroom and collaborative resource center for education, office, storage and other programmatic related needs of the Pueblo Food Project’s Food Entrepreneurial Program.
 - The rental will be for Room 114 from June 1, 2022 through May 31, 2023. This will include access during normal business hours (7 am to 8 pm, Monday through Sunday) for the

Entrepreneurial Program staff and students for the purposes of group project work, meetings, and planning sessions.

- It will also include access to Room 114 June 1, 2022 to May 31, 2023 during the term of this MOU, for actual class instruction time.
- It will also include access and use of (1 day) Kitchen usage (monthly) on the following dates: June 2022, July 2022, August 2022, September 2022, November 2022, December 2022, January 2023, February 2023, March 2023, April 2023, and May 2023 . This access and use will be from 5:00pm -8:00pm on these evenings and PFP will be responsible for cleaning, and repair if applicable.
- The Rental Fee for 1 year use will be a flat fee of \$7,800.00, and shall be inclusive of all utilities, cam fees, and property taxes if applicable. In Lieu of a Damage Deposit, Pueblo Food Project will pay the entire fee (\$7,800.00) up front, prior to start of the 1 year Rental access.
- This rental will also include 2 keys. One key will be to get access into the RMSER Empowerment Center at 330 Lake Avenue in Pueblo Colorado. The other key will be for access into room 114.
- Collaborate with PFP in creating future activities and opportunities to improve and empower social and community conditions for the City of Pueblo and its surrounding communities.
- Collaborate with PFP to offer opportunities for community engagement and training, as opportunities arise.
- Share responsibility in seeking out additional resources for the Pueblo community.

The Pueblo Food Project will:

- Rent Room 114 at RMSER's Empowerment Center located at 330 Lake Avenue for \$7,800 for a term from June 1, 2022 to May 31, 2023.
 - Pueblo Food Project shall have the ability to use agreed upon premises (Room 114 and additional nights in Kitchen and Cafeteria) to further its organizational interests, including schooling, office, storage, and related uses.
 - Pueblo Food Project, at its own expense, will comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Term or any part of the Term hereof that regulate the use of the Premises and that pertain to Pueblo Food Project's use of the Premises.
 - Pueblo Food Project understands and agrees that the Premises is accepted in its current as-is, where-is condition with all faults and without representation or warranty by RMSER of any kind, including, the suitability thereof for PFP's intended use. No promises to construct, alter, remodel, or improve the Premises and no representations concerning the condition of the Premises have been made by RMSER to PFP other than as may be expressly stated in this MOU. Pueblo Food Project accepts possession of the Premises on the Possession Date in their then-current condition on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis.
 - Pueblo Food Project shall, at its sole cost and expense, keep and maintain in good order, condition, and repair all portions of the Premises utilized by PFP as part of this agreement, not required to be maintained by RMSER as provided below. PFP shall make, at PFP's expense, all necessary nonstructural minor repairs to the Premises if said repairs are required due to PFP's staff or guests. Minor repairs shall include such items as repairs of floors, walls, fixtures, doors, and other parts of the Premises damaged by PFP's staff or guests but shall not include normal wear and tear ("Minor Repairs"). Minor Repairs shall not include repairs

to major mechanical systems, plumbing, heating and air conditioning units, windows, exterior walls or to the roof of the building.

- PFP shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance.
- If this agreement needs to be extended, it must be done in a signed writing by both parties prior to May 31, 2023.
- Collaborate with RMSER in creating future activities and opportunities to improve and empower social and community conditions for the City of Pueblo and its surrounding communities.
- Collaborate with RMSER to offer opportunities for community engagement and training, as opportunities arise.
- Share responsibility in seeking out additional resources for the Pueblo community.

JOINT EFFORTS:

- The Parties hereby agree to collaborate on maintaining open and ongoing communication, and each may maximize supportive efforts for the other, while utilizing resources to accomplish in unison, their respective Mission and Vision objectives.
- The Parties will problem solve together to determine how best to approach and provide community solutions. Together where applicable
- The Parties may post respective logos on website and co-market the efforts together with the written consent of the Parties.

NOTICES: Notices concerning this MOU shall be given to RMSER as follows:

Rocky Mountain S.E.R./Jobs for Progress, Inc.
Attn: Lance Vieira, COO
3555 Pecos Street
Denver, CO 80211
Email: Lance@rmser.org

Notices concerning this MOU shall be given to PFP as follows:

Mayor's Office
Pueblo Food Project
1 City Hall Place
Pueblo, CO 81003

With a copy to:

Law Department
1 City Hall Place
Pueblo, CO 81003

MODIFICATION OF AGREEMENT: All modifications to this agreement shall be in writing and signed by both Parties.

TIME OF PERFORMANCE: The term of this MOU shall commence on the Effective Date and shall expire and terminate on May 31, 2023.

NO THIRD-PARTY BENEFICIARIES; NO WAIVER OF IMMUNITIES: Nothing in this MOU is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on

behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

WAIVER OF BREACH: A waiver by any party to this MOU of the breach of any term or provision of this MOU shall not operate or be construed as a waiver of any subsequent breach by either party.

ELECTRONIC SIGNATURES: This MOU and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the day and year above written.

SIGNATURES:

ROCKY MOUNTAIN S.E.R./Jobs for Progress, Inc.
3555 Pecos Street
Denver, CO 80211

By: _____
Christopher W. Hall, CEO

CITY OF PUEBLO, a Municipal Corporation
1 City Hall Place
Pueblo, Colorado 81003

By: _____
Nicholas A. Gradisar, Mayor