

**CITY CLERK  
ORIGINAL**

**C-10278  
09/14/2015**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COMMUNITY BREAKTHRU CHURCH  
AND CITY OF GLENDALE, ARIZONA  
FOR THE USE OF THE GLENDALE COMMUNITY CENTER

SUBJECT: License for Youth and Teen Programming at Glendale Community Center

Under this Memorandum of Understanding (MOU), the City of Glendale, Community Services Department grants a use license to Community Breakthru Church (Licensee) to provide services in accordance with the scope of work attached as Exhibit A, including free community-based recreational services such as organized sports programs, special events and programs, educational and mentoring tools and a safe environment for the Glendale Community Center neighborhood. The primary recipients of these services will be local youth and teens within the Glendale Community Center located at 5401 W. Ocotillo Road. Afterschool services shall be provided Monday through Thursday between the hours of 4:00 p.m. and 8:00 p.m. and Friday between 6:00 p.m. and 8:00 p.m., October 1, 2015 through May 31, 2016.

The City requires that the following facility use policies be observed:

1. The specific facility use time is defined as the total time the Licensee is permitted to occupy the designated areas of the facility, including any time needed by Licensee for setup and cleanup. In the event Licensee would deviate from the dates and times approved, Licensee shall communicate the request a minimum of four weeks in advance.
2. Licensee will provide the neighborhood youth and teens with free recreation and educational programs and services, Monday – Thursday, 4:00 p.m. and 8:00 p.m., and Friday, 6:00 p.m. and 8:00 p.m. during the school year months. Any deviation from the services listed must first be approved by the City.
3. Use of the serving area will be allowed. Any non-packaged distribution of food product or the use of the kitchen will require volunteers or staff to possess a current Food Handlers Card from Maricopa County Environmental Services Department (MCESD). Food Handlers card must be available upon any request by the city or County.
4. Licensee will not exceed the room capacity.
5. The person or designee scheduling use of the facility must be in attendance throughout the scheduled times and a 1:15 staff /participant supervision ratio must be maintained.
6. The Glendale Community Center is equipped with an alarm system which is monitored by ASSI Security. Licensee staff must comply with alarm procedures. Any failure to

properly use the facility system that results in a false alarm violation will be the responsibility of Licensee. If Licensee experiences more than 2 false alarms, Licensee will be charged a fine equal to the amount charged by the City of Glendale Police Department.

7. All City Codes and applicable regulations apply to Licensee employees, participants, invitees, guests, vendors, exhibitors, Licensee contractors or any other person accessing the property because of Licensee use and Licensee is responsible for their conduct. Licensee shall be held monetarily liable for damage to equipment, furnishings and the building, whether caused by the user, guests, exhibitors, or contractors; ordinary wear and tear exempted. Replacement and repair to any damaged items and the cost of such repairs or replacement may be assessed to Licensee. Appendix "B" contains the current inventory of all equipment, furnishings and condition of the building as of September 30, 2015.
8. All Licensee employees and volunteers are subject to any and all City background check requirements related to the provision of programs and services to any person under 18 years of age prior to their admittance to the facility or participating in any Licensee program.
9. Lost keys to the center must be reported immediately. The user will be charged a replacement fee.
10. No glass containers are allowed inside the facility. The possession or consumption of beer or any other alcoholic beverage is prohibited. Food service and consumption is only allowed in designated places.
11. Amplified Music – Bands having electric music, disc jockeys using recorded music or groups performing using acoustic equipment may be allowed only with written approval from the Executive Director or designee. All sound must be contained in the immediate area and kept at a reasonable level, as determined by staff. No "smoke" machines are permitted, as they may set off the fire/smoke alarms.
12. Smoking of any kind is not permitted inside the building or within 20 feet from any exterior door.
13. Utilization of the facility is not permitted prior to or after the scheduled program unless prior written approval is given by the Executive Director or designee. Licensee may not use the facility for any other purpose other than that specified in this MOU unless such other purpose is pre-approved by the City.
14. No fees may be charged for recreation and educational programs and services offered Monday – Thursday, 4:00 p.m. and 8:00 p.m., and Friday, 6:00 p.m. and 8:00 p.m. during

the school year months. All other programs or services not within the agreed scope of work must be approved in advance by the Director or designee and a rate of (25%) of gross revenues generated must be remitted to the City quarterly. Licensee is responsible for all other fees, including, by not limited to required City permits, licensing and taxes.

15. Licensee must comply with Internal Revenue Procedures and provide the City an annual certified audit report.
16. Licensee must comply with all local fire, building and risk management safety regulations and all applicable state and federal laws.
17. All facilities and equipment must be left clean and in good condition. Tables are to be wiped off and spills must be removed from the floor the same day. All trash must be placed in appropriate containers daily.
18. Items for City programs such as, but not limited to flyers, posters and decorations, may not be removed from the walls or the building unless prior arrangements are made with the City staff liaison.
19. Furniture and equipment that are City property shall not be removed from the facility or moved to other rooms within the facility. Exceptions may be made upon request to the City.
20. Animals except those assisting disabled individuals, as permitted by local, state and federal law, are not permitted on the premises.
21. Groups using the facilities must comply with the provisions in Title II A of the Americans with Disabilities Act.
22. Decorations and Flammable Material:
  - No decorations are allowed on any fixed glass surface in the facility.
  - No pins, staples, nails, or similar fasteners are permitted on walls, tables, chairs or other fixtures.
  - On walls and surfaces other than glass and tack board, decorations may be applied only with non-residual tape.
  - Any type of tape applied to the floor must be approved in advance by the City staff liaison. Many brands do not come off the floor cleanly. User may be charged a cleanup fee for such tape.
  - Open flames are not permitted.
  - Confetti or glitter are not permitted.
23. The City assumes no responsibility for personal items, equipment, or decorations left at the facility.

24. The City reserves the right to control and manage the Glendale Community Center and to enforce all necessary and proper rules for its management and operation. Employees and other City representatives shall have free access at all times to all spaces occupied by the user.
25. The City reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither the City nor its officers, agents, or employees shall be liable to the user for any damages that may be sustained by user through the exercise by City of such right.
26. The City will require the following insurance coverage for the term of the approved facility use within this Agreement:

INSURANCE REQUIREMENTS. Licensee shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Lease.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the Licensee from liabilities that might arise out of this Lease. Licensee is free to purchase such additional insurance as Licensee determines necessary.

- a. Minimum Scope And Limits Of Insurance: Licensee shall provide coverage with limits of liability not less than those stated below.

- i. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage. The policy shall be endorsed to include coverage for sexual molestation and abuse.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 500,000

- 1) The policy shall be endorsed to include the following additional insured language: “The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Lease. Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from Lease. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Lessee, involving automobiles owned, leased, hired or borrowed by the Lessee." Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits of liability are in excess of those required by this Lease.

1) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the Lessee. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

1) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from Lessee activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv. Property Insurance

Property insurance on the building is only required if the Lessee is the sole occupant of the building.

Coverage on Lessee's contents \$ \_\_\_\_\_

Replacement Value  
Coverage on building (if Lessee is sole occupant) \$ \_\_\_\_\_  
Replacement Value

- 1) Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement.
- 2) If property coverage on the building is required, "the City of Glendale shall be named as a loss payee."
- 3) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from the Lease. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

v. Professional Liability (Errors and Omissions Liability)

Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services.

Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000

- 1) In the event that the professional liability insurance required is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- b. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:
- i. The Lessee's policies shall stipulate that the insurance afforded the Lessee shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
  - ii. Coverage provided by the Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.
- c. Notice Of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require (30) days written notice to the City of Glendale. Such notice shall be sent directly to the Lessor.
- d. Acceptability Of Insurers: Lessee's insurance shall be placed with companies licensed in the City of Glendale or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The City of

Glendale in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

- e. Verification Of Coverage: Lessee shall furnish the City of Glendale with certificates of insurance (ACORD form or equivalent approved by the City of Glendale) as required by this Agreement. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Glendale before the lease term commences. Failure of the Lessee to obtain the required documents prior to the lease commencing shall not waive the Lessee's obligation to provide them. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Lease and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Lease.

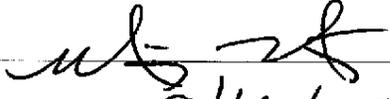
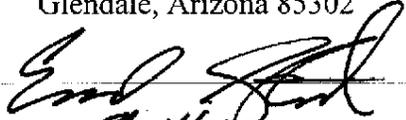
All certificates required by this Agreement shall be sent directly to the Lessor. THE CERTIFICATES ARE NOT TO BE SENT TO RISK MANAGEMENT. The City of Glendale Department, lease agreement number and location description are to be noted on the certificate of insurance. The City of Glendale reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time.

- f. Approval: The City of Glendale reserves the right to any modification or variation from the insurance requirements in this Lease based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal Lease amendment, but may be made by administrative action and in consultation with the City Attorney and Risk Management.
27. Licensee, Community Breakthru Church, shall indemnify, save and hold harmless the City from all loss, cost, and expense arising out of any liability, or claim of liability, for any injury or damages to persons or property sustained, or claimed to have been sustained, by anyone whomsoever, resulting in whole or in part from any act or omission of Licensee or any of its officers, agents, employees, guests, patrons, participants or invitees and Licensee shall pay for any and all damage to the property of the City or loss or theft of such property, done or caused by such persons, save and excepting therefrom any claim rising out of or related to intentional or gross negligence of or by the City, its officers or employees.
28. Licensee shall not assign or sublet the use of the facility without the prior, written consent of the City.
29. Licensee and the City mutually agree to provide reasonable notice and time to cure or remedy a default under this MOU.

30. The City reserves the right to terminate the use granted by this MOU for any cause. Should the City exercise this right, the user agrees to waive and forego any and all claims for damages against the City that might arise by reason of the terms of this MOU. Licensee shall have no recourse of any kind against the City, in the event of such termination.
31. Licensee is responsible and liable for any and all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices used on City property or at any City facility, including but not limited to, the Glendale Community Center.

Name: Mickey Nunez  
 Title: Program Director, Glendale Community Breakthru After School Enrichment Program  
 Mailing Address: 9015 North 57<sup>th</sup> Ave  
 Glendale, AZ 85302  
 Phone: 480-212-3569

This MOU will become effective on the date it is executed by Community Breakthru Church and will conclude May, 31, 2016.

<p>Mickey Nunez, Program Director          Community Breakthru Church          9015 North 57<sup>th</sup> Ave          Glendale, Arizona 85302</p>  9/16/15 (Date)	<p>Erik Strunk, Executive Director          Community Services Department          5959 West Brown Street          Glendale, Arizona 85302</p>  9.14.15 (Date)
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**ATTEST:**  
  
 City Clerk

Approved as to form

  
 City Attorney

## Exhibit A

### Scope of Work and Service

The City of Glendale is contracting with area community-based organizations to operate our community centers. We believe partnering with an outside organization to manage our community centers may be a viable option to provide needed recreational services to residents, keep the centers open and to reduce expenses at the same time. We are considering entering into an annual professional services agreement with a qualified applicant(s) at no rental or utility cost to the City for the delivery of high quality, youth and community-based activities at each site.

Community Breakthru Church will provide the following programs and services to the Glendale Community Center neighborhood at the Glendale Community Center:

#### Glendale Community Breakthru After School Enrichment Program

- Free Community based recreational programs and services
- Organized sports programs
- Special events and programs
- Afterschool programming including educational tools and services
- Youth and Teen mentoring
- Safe and positive community destination
- Educational and intervention programs