

CITY CLERK ORIGINAL

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MEMORANDUM OF UNDERSTANDING FOR THE COOPERATIVE USE OF MUNICIPAL SPORTS FACILITIES BETWEEN SPECIAL OLYMPICS ARIZONA, INCORPORATED AND CITY OF GLENDALE, ARIZONA

The mission of Special Olympics Arizona is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with developmental disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other Special Olympics athletes and the community. Special Olympics Arizona's (SOAZ) goal is to empower the over 180,000 Arizonans with developmental disabilities to be healthy, productive, and respected members of society through SOAZ's year-round sports training, competitions and support programs.

Purpose:

To formalize the ongoing partnership between the City of Glendale and SOAZ to develop year-round sports training and athletic competition in adaptive sports for children and adults.

Term:

This Memorandum of Understanding (MOU) will become effective on the date it is executed by the authorized SOAZ representative. It will remain in effect for five years from the effective date, unless terminated by either party as set forth in Section 12. The MOU may be reviewed periodically but not less than annually, and may be amended as agreed to by both parties in writing.

Accommodations:

1. The City of Glendale and SOAZ will work together toward the development and implementation of strategies and programs that address issues of common interest and concern, within each organization's respective mission, exchange ideas, and share best practices in the delivery of high quality, cost-effective local sports venues for organized teams associated with SOAZ.
2. The City of Glendale and SOAZ will promote organizational collaboration to each of their affiliates. The City of Glendale will encourage individuals to register with SOAZ's network so that persons with developmental disabilities who participate in sports will be aware of local programming opportunities.
3. The City of Glendale will promote volunteer opportunities among its network of staff.
4. The City of Glendale and SOAZ will work together during the biannual sports field allocation meetings to determine and resolve facility use needs.
5. The City of Glendale will provide SOAZ, at no charge, an annual set of four (4) eight-week blocks of practice times for various teams participating in organized league activities. Times and venues will be based on availability as not to displace any current or long-term lessees. The City

of Glendale will also provide facility and staff support for any regional or state competitions hosted at Glendale-managed venues.

6. Each party will provide its own appropriate liability insurance coverages and the parties will mutually indemnify each other from any liability, damages, costs, or attorneys fees attributable to the acts or omissions of their respective officers, employees, agents or volunteers.
7. The City of Glendale and SOAZ will work to publicize this relationship to their respective constituents to further increase public awareness toward the mission of providing services to persons with developmental disabilities.
8. The City of Glendale and SOAZ will exchange relevant publications, bulletins, and other information on a regular basis for education and the stimulation of innovative ideas and approaches to providing services to persons with developmental disabilities.
9. Neither party shall use the other party's name, logo, or any other mark without that party's prior written consent and/or advance approval.
10. Before the commencement of any SOAZ event or programming, both parties will enter into a written agreement for the use of any selected facility. Each party will be responsible for its own personnel and related insurance coverages and each party will mutually indemnify the other against any liability or damage, associated costs, attorneys' fees, and expenses.
11. This MOU does not constitute a fiscal arrangement for the obligation of funds by either party. Any joint endeavors involving reimbursement or transfer of funds between the parties to this Agreement will be agreed to in advance and in writing by both parties and handled in accordance with prescribed financial procedures of both parties. Each party shall be the sole owner of the materials it creates under this Agreement, unless any materials are jointly developed or funded in whole or in part by the other party. In such case, the parties shall mutually determine such ownership.
12. Either party may terminate this MOU by providing at least five (5) days written notice to the other party. Upon the end of such notice period, the parties will have no further obligation under this MOU. Notice of Termination shall be sent to:

Tim Martin, President / CEO
Special Olympics Arizona
2100 S. 75th Avenue
Phoenix, Arizona 85043

Erik Strunk, Executive Director, Parks, Recreation and Library Services
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

With copies to:

William Schwind, Deputy Director, Parks, Recreation and Library Services
5850 West Glendale Avenue
Glendale, Arizona 85301

Office of the City Attorney
Craig Tindall, City Attorney
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

Glendale Facilities:

Glendale Youth Sports Complex	5 full size lighted football / soccer fields
Paseo Racquet Club	19 lighted outdoor tennis courts
Foothills Recreation and Aquatics Center	Outdoor aquatics / indoor basketball
Rose Lane Aquatics Center	Outdoor aquatics
Paseo Sports Complex	4 field softball complex, lighted
Foothills Sports Complex	3 field softball complex, lighted
Sahuaro Ranch Sports Complex	4 field lighted softball and 3 field soccer complex
Brian Anderson Field	1 youth baseball / softball field, lighted
Municipal Park Sites	Over 1,000 acres city wide

Special Olympic Arizona / Seasonal Activity:

Fall Games (October)

- Aquatics
- Bocce
- Softball
- Golf
- Soccer

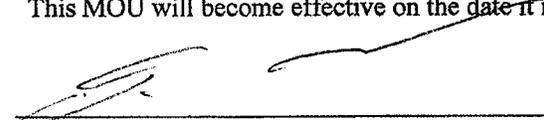
Winter Games (March)

- Flag Football
- Basketball
- Cheerleading

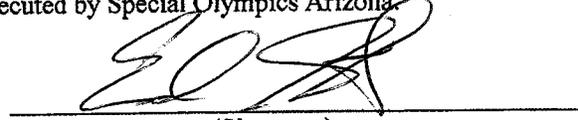
Summer Games (April and May)

- Tennis
- Power Lifting
- Volleyball

This MOU will become effective on the date it is executed by Special Olympics Arizona.


(Signature)

Tim Martin, President / CEO
Special Olympics Arizona
2100 South 75th Avenue
Phoenix, Arizona 85043


(Signature)

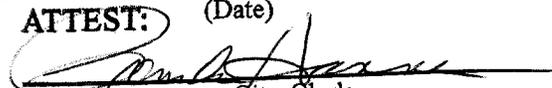
Erik Strunk, Executive Director
Glendale Parks, Recreation and Library Services
5850 West Glendale Avenue
Glendale, Arizona 85301

December 2, 2011
(Date)

December 5, 2011
(Date)

ATTEST:

Approved as to form:


City Clerk


Craig Tindall
City Attorney