

# CITY CLERK ORIGINAL

C-7990  
04/10/2012

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE CITY OF GLENDALE AND SALVATION ARMY

This Memorandum of Understanding ("MOU") is entered into between the City of Glendale, Arizona, a municipal corporation, "Glendale" and The Salvation Army, a California non-profit corporation authorized to do business in Arizona, "Salvation Army". Glendale and Salvation Army are referred to herein individually as a "Party" and collectively as the "Parties".

1. **PURPOSE.** The purpose of this MOU is to outline responsibilities and major actions to support the City of Glendale Emergency Operations Center (GEOC) response and recovery operation, specifically as it relates to coordinating efforts to manage donations of goods during the aftermath of a disaster or emergency.
2. **SCOPE.** This MOU provides guidance and documents the agreement for donations management operations for Glendale at the local level and the coordination with the Salvation Army in case of a major or catastrophic disaster or emergency. Actions and agreements herein apply only to the participating parties and are not intended to supersede existing regulations or agreements or to commit the participating parties to any action relative to a third party.
3. **ASSUMPTIONS.** Upon a local or state national disaster or emergency, Glendale will coordinate with Salvation Army to manage donated goods.
4. **RESPONSIBILITIES:**
  - a. Salvation Army will, to the extent feasible and within its discretion, support or carry out local and state donations management operations in the following areas:
    - i. Provide donations management services for Glendale in a local or state disaster or emergency.
    - ii. Manage the receipt, sorting, transportation, storage and distribution of all donated goods.
    - iii. Coordinate establishment of donation reception centers, warehouse and distribution centers.
    - iv. Manage support volunteers for all field operations.
    - v. Utilize Aidmatrix as a web-based system to manage donation offers and requests for unmet needs.
    - vi. Coordinate transportation for movement of donated goods.
  - b. Glendale will, to the extent feasible and within its discretion, support donations management operations in the following areas:
    - i. Provide Salvation Army with facilities to be used as donations reception centers, warehouse and distribution centers.
    - ii. Provide traffic control and security utilizing local law enforcement.
    - iii. Solicit donations to address specific unmet needs in coordination with the Glendale Public Information Officer.
    - iv. Support logistical needs, including but not limited to, food, water, forklift, pallets upon a resource request from the Salvation Army to the GEOC.
5. **FINANCIAL MANAGEMENT.** There will be no transfer of funds between Glendale and the Salvation Army.
6. **NO PARTNERSHIP, NO EMPLOYMENT.** Each Party represents that does not intend to create a partnership and the Parties agree that nothing in this MOU shall be construed to create a partnership between the Parties. Each Party is providing services separately for the community, as more particularly described herein, and not as an employee or agent of another Party, and each Party shall be wholly responsible for its own work, which work is not directed by nor under the control of any other Party.
7. **INDEMNIFICATION.** Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its respective subsidiaries, directors, officers, employees, successors, and agents (collectively the

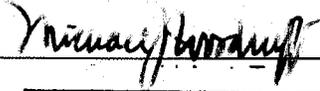


"The Salvation Army, a California corporation":



VICTOR R. DOUGHTY Treasurer

Attest



Michael J. Woodruff, Secretary

"Glendale":

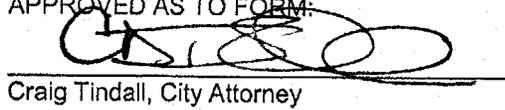
CITY OF GLENDALE, an Arizona  
municipal corporation

  
Ed Beasley, City Manager

ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Craig Tindall, City Attorney