CITY CLERK
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06/11/2014

MEMORANDUM OF UNDERSTANDING
BETWEEN
BREAKTHROUGH LIFE CHURCH, INC.
AND CITY OF GLENDALE, ARIZONA

SUBJECT: Youth and Teen Programming at O'Neil Recreation Center

Under this Memorandum of Understanding (MOU), the City of Glendale, Parks, Recreation and Library Services authorizes Breakthrough Life Church, Inc. and the R.O.O.T.S. Outreach Program (**R**eaching higher heights, **O**vercoming impossibilities, **O**btaining success, **T**eaching, and **S**upporting the next generation) to provide services in accordance with the attached scope of work (Exhibit A), including free community based recreational services such as organized sports programs, monthly family special events, educational and mentoring tools and a safe environment for the O'Neil neighborhood. The primary recipients of these services will be local youth and teens within the O'Neil Recreation Center located at 64th Avenue and Missouri Avenue. Services shall be provided on Monday through Friday between the approximate hours of 12:30 pm and 5:30 pm during summer and Monday through Thursday between the approximate hours of 2:00 pm and 6:30 pm during school year through May, 2015.

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

- The specific facility use time is defined as the total time the R.O.O.T.S. will occupy the designated areas of the facility, including any time needed by R.O.O.T.S. for setup and cleanup. In the event R.O.O.T.S. would deviate from the dates and times approved, R.O.O.T.S. shall communicate the request a minimum of four weeks in advance.

- R.O.O.T.S. will provide the neighborhood youth and teens with free recreation and educational programs and services approximately, Monday – Thursday, from 3:00 pm – 6:00 pm during the school year and Monday – Friday, from 1:00 pm - 5:00 pm during the summer months. Any deviation from the services listed must first be approved by the City.

- 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.

- Room capacity may not be exceeded.

- 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.

- The O'Neil Recreation Center is equipped with an alarm system which is monitored by ASSI Security. R.O.O.T.S. 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 R.O.O.T.S. If R.O.O.T.S. experiences more than 2 false alarms, R.O.O.T.S. shall pay a fine equal to the amount charged by the City of Glendale Police Department.

- All regulations apply to R.O.O.T.S. employees, participants, invitees, guests, vendors, exhibitors, contractors or any other person accessing the property because of R.O.O.T.S.0 use and R.O.O.T.S. is responsible for their conduct. R.O.O.T.S. 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 excepted. Replacement and repair to any damaged items and the cost of such repairs or replacement may be assessed to R.O.O.T.S.

- All R.O.O.T.S. 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 R.O.O.T.S. program.

- Lost keys to the center must be reported immediately. The user will be charged a replacement fee.

- 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.

- 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.

- Smoking of any kind is not permitted inside the building or within 20 feet from any exterior door.

- 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. R.O.O.T.S. 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.

- Proposed programs or services which generate revenue and are within the scope of work will be allowed. All other programs or services not within the agreed scope of work must be approved in advance by the Executive Director or Designee and a rate of (25%) of revenue generated must be reimbursed to the City. Payments must be submitted quarterly. R.O.O.T.S. is responsible for all required City permits, licensing and taxes.

- R.O.O.T.S. must comply with Internal Revenue Procedures and provide the City an annual certified audit report.

- R.O.O.T.S. must comply with all local fire, building and risk management safety regulations and all applicable state and federal laws.

- 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 as soon as possible. All trash must be placed in appropriate containers.

- 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 department Manager or designee.

- 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.

- Animals except those assisting disabled individuals are not permitted on the premises.

- Groups using the facilities must comply with the provisions in Title II A of the Americans with Disabilities Act.

- 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 Department Manager or designee. Many brands do not come off the floor cleanly. User may be charged a cleanup fee for complete removal for such tape.
    - Open flames are not permitted.
    - Confetti or glitter are not permitted.

- The City assumes no responsibility for personal items, equipment, or decorations left at the facility.

- The City reserves the right to control and manage the O'Neil Recreation 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.

- 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.

- The City will require the following insurance coverage for the term of the approved facility use within this Agreement:

$1 million combined single limit per occurrence of Comprehensive General Liability Insurance is required for the use of the O'Neil Recreation Center. Such insurance policy shall be obtained from an insurance company acceptable to the City Risk Manager:

  - If an Aggregate Policy, the combined limit must be at least $2 million.
  - Name the City as an additional insured.
  - Specify the dates applicable inclusive of move-in to move-out.
  - Be on file with the City before the start of use.

- R.O.O.T.S. 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 R.O.O.T.S. or any of its officers, agents, employees, guests, patrons, participants or invitees and R.O.O.T.S. 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.

- R.O.O.T.S. shall not assign or sublet the use of the facility without the prior, written consent of the City.

- R.O.O.T.S. and the City mutually agree to provide reasonable notice and time to cure or remedy a default under this MOU.

- 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. R.O.O.T.S. shall have no recourse of any kind against the City, in the event of such termination.

- R.O.O.T.S. 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 O'Neil Recreation Center.

Name:	Emmanuel Allen
Title:	Director, Breakthrough Life Church Inc.-R.O.O.T.S.
Mailing Address:	11640 N. 51st Ave., Unit #102 Glendale, AZ 85304
Phone:	(602) 774-2836

This MOU will become effective on the date it is executed by Breakthrough Life Church, Inc. R.O.O.T.S and will conclude in one calendar year.

Emmanuel Allen, Director Breakthrough Life Church-R.O.O.T.S. 11640 N. 51st Ave., Unit #102 Glendale, AZ 85304		Erik Strunk, Executive Director City of Glendale Community Services Group 5959 West Brown Street Glendale, Arizona 85302
5-27-14		6.2.14
(Date)		(Date)

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.

R.O.O.T.S. will provide the following programs and services to the O'Neil neighborhood at the O'Neil Recreation Center on behalf of the City of Glendale

- R.O.O.T.S. Youth Outreach: Reaching, Overcoming, Obtaining, Teaching, & Supporting The Next Generation
- Free Community based recreational programs and services
- Organized sports programs
- Monthly family events
- Afterschool programming including educational tools and services
- Summer Programs
- Youth and Teen mentoring
- Safe and positive community destination
- Educational and intervention programs: drug and alcohol awareness, fire awareness, social and life skills, business empowerment, etc.