

**CITY CLERK
ORIGINAL**

**MEMO OF UNDERSTANDING
BETWEEN
GLENDALE YOUTH PROJECT
AND CITY OF GLENDALE, ARIZONA**

**C-8827
03/07/2014**

SUBJECT: Youth and Teen Programming at Glendale Community Center

Under this agreement, the City of Glendale Parks, Recreation and Library Services Department (City) hereby authorizes Glendale Youth Project (GYP) to cooperatively provide the scope of work including community based programs for the neighborhood with the primary focus being the local youth and teens within the Glendale Community Center located at 5401 W. Ocotillo Road, Monday through Friday between the approximate hours of 3:00 pm and 8:00 pm March, 2014 through February, 2015.

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

1. The specific facility use time is defined as the total time the GYP will occupy the designated areas of the facility, including any time needed by GYP for setup and cleanup. In the event that GYP would like to utilize the facility for expanded hours such as school break programs or summer activities they must communicate the request a minimum of two weeks in advance.
2. The GYP will provide the neighborhood youth and teens with recreation and educational program and services, Monday – Friday, 5 days per week from 4:00p.m. – 7:00p.m. during the school year and 3:00p.m. - 7:00p.m. during the summer months. Any deviation from the services listed must first be approved by the City.
3. GYP may not use the facility for any other purpose other than that specified unless pre-approved by the City.
4. 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 requested inspection by the MCESD. MCESD necessary permits will be the City's responsibility.
5. The GYP will abide by and cooperate with the terms of the existing agreement with the YWCA senior program that provides social and nutritional services to the elderly population in the Glendale area. It is the responsibility of GYP to replace any relocated tables and chair set up for the YWCA's senior program on a daily basis.
6. Room capacity may not be exceeded.
7. 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.

8. All regulations apply to GYP guests and the GYP is responsible for their conduct. GYP shall be held monetarily liable for damage to equipment, furnishings and the building, whether caused by the user, guests, exhibitors, or contractors; ordinary wear exempted. Replacement and repair to above items will be made by the City and the cost of such repairs or replacement may be assessed to GYP
9. All GYP employees and volunteers must clear all required volunteer background checks and 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.
10. Lost keys to the center must be reported immediately and the user will be charged a replacement fee.
11. No glass containers are allowed inside the facility. The possession or consumption of beer is prohibited. Food service and consumption is only allowed in designated places.
12. Amplified Music – Bands having electric music, disc jockeys using recorded music or performing groups having 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.
13. Smoking of any kind is not permitted inside the building to within 20 feet from any exterior door.
14. Utilization of the facility is not permitted prior to or after the scheduled event unless prior approval is given by the Executive Director or designee.
15. Proposed programs or services which generate revenue as it related to the specific scope of services of GYP will be allowed. All other programs or services not related to the specific scope of services must be approved in advance by the Executive Director or Designee and a rate of (25%) of revenue must be shared. Payments must be submitted quarterly. GYP is responsible for all required City permits, licensing and taxes.
16. GYP must comply with Internal Revenue Procedures and provide the City an annual certified audit report for Fiscal Year 13-14 and for FY 14-15.
17. GYP must comply with all local fire, building and risk management safety regulations and all applicable state and federal laws.
18. 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.
19. 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.

20. Furniture and equipment that are City property shall not be removed from the facility or other rooms. Exceptions may be made upon request to the City.
21. Animals are not permitted on the premises except those assisting disabled individuals.
22. Groups using the facilities must comply with the provisions in Title II A of the Americans with Disabilities Act.
23. Decorations and Flammable Material:
 - a. No decorations are allowed on any fixed glass surface in the facility.
 - b. No pins, staples, nails, or similar fasteners are permitted on walls, tables, chairs or other fixtures.
 - c. On walls and surfaces other than glass and tack board, decorations may be applied only with non-residual tape.
 - d. 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 such tape.
 - e. No open flames are permitted.
 - f. No confetti or glitter permitted.
24. The City assumes no responsibility for personal items, equipment, or decorations left at the facility.
25. 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 pertinent City personnel shall have free access at all times to all spaces occupied by the user.
26. 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.
27. 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 Liability Insurance is required for the programmatic use of the Glendale Community Center from an insurance company acceptable to the City Risk Manager.

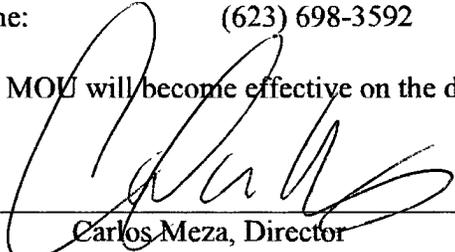
 - If an Aggregate Policy, the combined limit must be at least \$2 million.
 - Name the City as an additional insured.
 - Specify the dates applicable inclusive of move-in to move-out.
 - Be on file with the City before the start of the event.
28. GYP shall indemnify and save harmless the City from all loss, cost, and expense arising out of any liability, or claim of liability, for 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 GYP or any of its officers, agents, employees, guests, patrons or invitees and GYP 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 there from any claim rising out of or related to negligence of or by the City its officers or employees.

29. GYP shall not assign or sublet the use of the facility without the written consent of the City.
30. GYP and the City mutually agree to provide reasonable notice and time to cure or remedy a default under this agreement.
31. The City reserves the right to terminate the use granted by this agreement for good cause. Should the City exercise this right, the user agrees to forego any and all claims for damages against the City and further agrees to waive any and all rights which might arise by reason of the terms of this use, and user shall have no recourse of any kind against the City.
32. GYP will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices used when programming events.

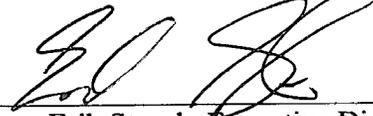
Name: Carlos Meza
Title: Director, Glendale Youth Project
Mailing Address: 5317 West Ocotillo Avenue
Glendale, AZ 85301
Phone: (623) 698-3592

This MOU will become effective on the date it is executed by Glendale Youth Project.



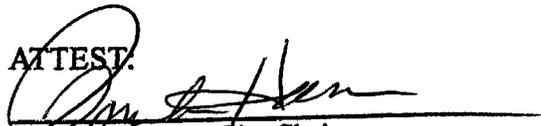
Carlos Meza, Director
Glendale Youth Project
5317 West Ocotillo Avenue
Glendale, AZ 85301

3/3/14
(Date)

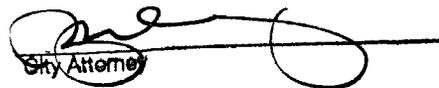


Erik Strunk, Executive Director
City of Glendale Parks, Recreation and
Library
5959 West Brown Street
Glendale, Arizona 85302

March 3, 2014
(Date)

ATTEST:

City Clerk

Approved as to form


City Attorney