CITY CLERK
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C-7743
06/07/2011

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 7 day of June 2011 by and between the city of Glendale, an Arizona municipal corporation, (hereinafter "Glendale") and the YWCA of Maricopa County, Inc., an Arizona corporation (hereinafter "YWCA").

Recitals:

A. YWCA provides a Senior Program to provide social and nutritional service to the elderly population in the Glendale area. This program is funded by the Area Agency on Aging, Region One, as authorized by the Older Americans Act.
B. Glendale maintains and operates the Glendale Adult Center located at 5970 West Brown Street, and as part of its operations, provides social and other services to the elderly population in the Glendale area.
C. YWCA desires to provide, as part of its Senior Program and on a contribution basis as required by the Older Americans Act, meals at the Glendale Adult Center to senior adults sixty (60) years of age and older.
D. YWCA further desires, as permitted by its resources, to provide meals to adults, under sixty (60) years of age at prices agreed upon by the parties.
E. Glendale desires to permit YWCA to provide meals and recreation and socialization activities for senior adults age sixty years and older at the Glendale Adult Center pursuant to the terms and conditions of this memorandum of understanding.

NOW, THEREFORE, Glendale and YWCA hereby agree to the following terms, conditions and covenants:

1. Services: YWCA will provide noon meals to senior adults age sixty years or older at the Glendale Adult Center (heretoafter referred to as the "Program") on Monday through Friday each week during times to be mutually agreed to by YWCA and Glendale. Glendale will offer through its Parks and Recreation Department, as support for YWCA's Senior Program, programs of general interest such as intergenerational activities and special events, to senior adults at the Glendale Adult Center. The exact nature, dates and hours of the programs, to be provided by Glendale shall be separately agreed to by the parties.
2. Term: The term of this memorandum of understanding (MOU) shall be for an initial term of one year from the date first written above. However, this MOU shall automatically extend on an annual basis unless otherwise terminated by either party. Either party may terminate this MOU at any time, with or without cause, upon giving the other party not less than thirty (30) days written notice of such termination.
3. YWCA Obligations:
    a. YWCA shall provide sufficient staff to provide meals and programs at the Glendale Adult Center. YWCA shall be solely responsible for all costs associated with providing, preparing, transporting and serving the meals at the Glendale Adult Center. All meals must be approved by a registered dietician and meet all requirements of the Area Agency on Aging, Region One. YWCA also agrees to clean all food handling surfaces after each meal.

b. YWCA shall provide Glendale a copy of the monthly Congregate Meals report which is filed with the Area Agency on Aging.
c. YWCA shall be responsible for providing all meal registration forms, monthly reports, menus, menu education, YWCA signage and notices for option to purchase meals.
d. YWCA shall accept suggestions and input from senior volunteers and staff for meals and meal planning and the suggested contributions for the meals as well as input for all activities through the Senior Town Hall meetings.
e. YWCA shall provide Glendale menus of the meals to be provided each week and notices for Glendale to post at the Glendale Adult Center advising patrons of the Center about the meals and activities planned.
f. YWCA shall coordinate with Glendale staff special events and special menus.
g. YWCA shall notify Glendale of YWCA's Senior Town Hall meeting and shall permit any of Glendale's staff to attend such meetings.
h. YWCA Senior Town Hall meetings will be used to establish the suggested participant contribution for the meals as required by the Area Agency on the Aging contract.
i. YWCA shall not keep money at the Glendale Adult Center. Any money collected by YWCA will be taken to the YWCA office for deposit by YWCA staff each day.

4. Glendale Obligations:
   a. Glendale shall provide, at no cost to the YWCA, program space, furnishings, and kitchen space at the Glendale Adult Center to be used by YWCA to serve the noon meals.
   b. Glendale shall provide the setup of table and chairs for the Program as well as daily maintenance of the restrooms and senior activity/meals spaces.
   c. Glendale shall obtain, provide and maintain the necessary permit(s) to operate a catering kitchen at the Glendale Adult Center.
   d. Glendale shall provide, at Glendale's sole cost, all water, electrical and other utilities required for the Program.
   e. Glendale shall provide YWCA refrigerator space, sinks, steam tables and storage space for use while providing the meals.
   f. Glendale shall post notices of the program, as provided to Glendale by the YWCA, at the Glendale Adult Center. Glendale shall also publicize the days and hours of the program and menus in the Glendale Adult Center calendar.
   g. Glendale shall provide staff to coordinate with YWCA the operation of the program at the Glendale Adult Center. The number of staff to be provided by Glendale shall be agreed to by the parties.
   h. Glendale shall provide YWCA staff secure space for record keeping. Glendale shall not provide secure space for YWCA funds and cannot be held responsible for YWCA funds at the Glendale Adult Center.
5. Program Revenues: YWCA agrees that any and all contributions collected by YWCA for the program and all monies received from the sales of meals to adults less than sixty (60) years of age shall be deposited in the YWCA Project income accounts to be used to cover the costs of the program.
6. Insurance: YWCA shall provide Glendale evidence of general liability and products liability insurance in an amount of not less than One Million Dollars ($1,000,000) coverage per person and per occurrence and property damage of not less than Five

Hundred Thousand ($500,000) per occurrence. The insurance shall be written by a company authorized to do business in the State of Arizona and an additional insured on all required insurance for all operations performed within the scope of this MOU and this coverage shall be primary for any and all losses arising out of YWCA's providing and serving meals at the Glendale Adult Center. Glendale shall retain primary liability for any detects or hazards on, or to, the premises of the Glendale Adult Center which are not caused by the acts or omissions of YWCA. Such insurance shall name Glendale as an additional insured. All Certificates of insurance must provide for a thirty (30) day notice to Glendale of cancellation, non-renewal or material change.

7. Indemnification:
    a. YWCA: During the term of this MOU, YWCA agrees to indemnify, hold, protect and save harmless Glendale and any and all of its officers, agents and employees from and against any and all actions, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising from or attributable to or caused directly or indirectly by the negligent wrongful acts, omission or operations conducted by YWCA, its officers, agents, employees and volunteers, or by any person or persons acting on behalf of YWCA, or with YWCA's knowledge and consent, expressed or implied, in connection with the preparation and/or service of meals at the Glendale Adult Center.
    b. Glendale: During the term of this MOU, Glendale agrees to indemnify, hold, protect, and save harmless YWCA and any and all of its officers, agents, employees and volunteers from and against any and all notices, audits, proceedings, claim and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising from or attributable to or caused directly or indirectly by the negligent wrongful acts, omissions or operations conducted by Glendale, its officers, agents, employees and volunteers, or by any person or persons acting on behalf of Glendale, or with Glendale's knowledge and consent, expressed or implied, in connection with the program.
8. Notices: Any notices required or permitted by this MOU shall be effective upon the earlier of personal delivery and receipt or three (3) business days after deposit in the United States mail, registered or certified mail, postage prepaid, and addressed as set forth below:

Glendale:	City Manager City of Glendale 5850 W. Glendale Avenue Glendale, Arizona 85301
YWCA:	Executive Director YWCA 755 East Willetta Street Phoenix, Arizona 58006

9. Partnership or Joint Venture: Nothing contained in this MOU is intended to or shall be construed as creating the relationship of a partnership or joint venture between Glendale and YWCA or as constituting either party as the agent for the other.

This MOU shall be deemed to have been executed by all parties on the date first written above.

GLENDALE:

By: Ed Beasley, City Manager

YWCA:

By: Dana Campbell Saylor, Executive Director

Approved as to form:

Craig Tindall, City Attorney

By: Karen Johnson, President

Attest:

Pamela Hanna, City Clerk

By: Laura Trujillo, Treasurer

Parks, Recreation & Library Services

Memorandum

DATE: July 16, 2011

TO: Ed Beasley, City Manager

FROM: Erik Strunk, Executive Director, Parks, Recreation and Library Services

SUBJECT: Memo of Understanding with the YWCA

Ed, you will find attached a memorandum of understanding with the YWCA to continue the free to low-cost lunch program for adults at the Adult Center. As you know, the lunch program is an important component of the Adult Center and is offered Monday – Friday.

The service has been in existence for numerous years and the attached memorandum updates necessary legal verbiage – there is no other change to the service and it will continue uninterrupted.

The City Attorney's Office has reviewed and approved it. It has also been signed by the YWCA.

If you have any specific questions, please feel free to call me at x2827 and/or Lori Bye at x4604. Thanks.

C: Bill Schwind, Deputy Director, Parks and Recreations
Lori Bye, Recreation Manager
File Copy