



*City of Richmond  
Community Services  
Department/  
Recreation Division*

# MEMORANDUM OF UNDERSTANDING

**City of Richmond**

**Community Services Department/  
Recreation Division**

**In partnership with**

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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding, hereafter referred to as "MOU" constitutes the agreement between the City of Richmond, hereafter referred to as "City", and **Partner Name**, hereinafter referred to as "Partner", regarding having the City provide facility space in exchange for Partner providing recreation programs.

### **Parties:**

City of Richmond ("City")  
Community Services Department  
Recreation Division  
3230 Macdonald Avenue  
Richmond, CA 94804  
(510) 620-6793

Partner information  
Name of Partner  
Business Address  
Contact Information

### **Term of Agreement:**

The effective date of this Memorandum of Understanding is \_\_\_\_\_.  
This MOU will terminate on \_\_\_\_\_ unless terminated earlier in writing by either of the parties at least two weeks before the proposed termination.

### **Scope of Services:**

City and Partner agree to the following terms and conditions:

City shall

- a) Provide space at the City facilities located at:

Name of Facility:

Address:

Dates:

Times:

- b) Provide access to the classroom one half hour prior to and after the class;
- c) Provide Community Services-Recreation staff support;
- d) Assist with the supervision of participants and co-sponsored events;
- e) Provide equipment for program implementation, i.e., chairs, tables;
- f) Ensuring that each participant is enrolled, with City of Richmond registration and waiver forms, instructors included;
- g) Ensuring that sign-in sheets are kept for each class session;
- h) Review and approve all promotional material prior to release and distribution that indicates the name of City of Richmond as a partner and include the City of Richmond logo on promotional materials;
- i) Communicating with the Community Services-Recreation Staff as needed;
- j) Assist with outreach and recruitment of community residents, when appropriate
- k) Review and monitor program on a weekly basis to assure compliance with this Memorandum of Understanding.

2. Partner shall:

- 1. Assume responsibility for recruiting, supervising and evaluating all program instructors and volunteers;
- 2. Ensure that all participants in the program, instructors and volunteers sign and return all City of Richmond registration and waiver forms before the program begins;
- 3. Assist with the supervision of the participants, programs and events at all times;
- 4. Ensure that area of usage is left in the same condition as upon entry;
- 5. Clean any materials or any waste generated from the class activities and returning the classroom to its original configuration;
- 6. Sweep and vacuum after the class as necessary;
- 7. Provide a sign in sheet of enrolled participants for each class session;
- 8. Provide direction and assist with the implementation and coordination of co-sponsored events;
- 9. Provide flyers, brochures and other promotion materials;
- 10. Provide participants with educational instruction and hands-on activities;
- 11. Provide the appropriate specialized program material and supplies;
- 12. Notify staff promptly when classes are canceled, and call families to inform them of the class cancellation;
- 13. Communicate with staff in a timely fashion to place new class schedules;
- 14. Promote the program by contacting local organizations;

15. Distribute press releases and flyers in public places and local businesses;
16. Target the outreach in Richmond's underserved neighborhoods: North Richmond, Shields-Reid and the Iron Triangle;
17. Insert individual program description here;
18. Complete program evaluations at the conclusion of each service or program;
19. Complete quarterly evaluations, if a service or program is provided on a year-round basis;
20. Provide the City with Proof of Insurance and Indemnification, per attachment C.

**Partnership Fees and Reductions:**

1. For the purposes of this MOU, the fees that are charged to the Partner shall be:

Waived            \_\_\_\_\_

Reduced            \_\_\_\_\_

Paid in Full        \_\_\_\_\_

**Conditions:**

1. Partner agrees to provide the services listed above at the location indicated on the dates indicated and at the times indicated. Partner shall be the only one entitled access to the City facilities during those times and Partner shall only use the City facilities for purposes listed above. No other use of the facilities shall be allowed unless permitted by written consent of the City. The City, at its sole discretion, reserves the right to withhold its consent of any use not set forth above.
2. The City supports and encourages all persons to participate in recreation activities regardless of sensory or mobility limitations. The Americans with Disabilities Act gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications. Partner shall comply with any applicable provision of the Americans with Disabilities Act.
3. The City is responsible for determining types of programs or services to be offered. To ensure new programs or services are being introduced and the needs of the community are being met, the City will conduct an annual needs assessment. The needs assessment will be used to determine

annual objectives to be achieved through programs and services provided by the City and its partners. The needs assessment will be quantifiable, measurable, and specific in order to assist the selection of future partnerships.

4. All employees and volunteers selected through the Partner must fulfill the City's fingerprint and TB Test requirements.

**Mandatory Deadlines and Paperwork:**

1. Modification on Term: If the Partner chooses to alter, expand, or change the scope of service, days, or times other than what is stated in the original MOU, the Partner must submit in writing an amendment to the MOU. The amendment must be approved by all parties before any of the programs or services are provided.
2. Evaluations. The Partner must conduct program evaluations that will be completed by community residents participating in the program. Evaluations must be conducted at the conclusion of the program.
3. Incident Reports. If a staff member, volunteer, or participant is injured or becomes ill as a direct and proximate result of a specific action by the Partner servicing that location during the scheduled partnership times, it is the responsibility of the Partner to complete and submit an incident form within 24 hours. Incident report forms must be submitted to site staff.
4. Quarterly Reporting Forms. Partner must submit quarterly reports for each program executed. Quarterly reports must be submitted at the end of each quarter electronically to site staff.
5. Partner Information Changes. Partner must submit any Partner information changes in writing if different from the information stated on the original MOU.

**City of Richmond Insurance Requirement:**

During the entire term of this Memorandum of Understanding and any extension or modification thereof, Partner shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

**Indemnification:**

To the fullest extent permitted by law, Partner shall indemnify, defend and hold harmless the City of Richmond and its officers, employees, elected and appointed officials and volunteers from and against any and all claims, demands, causes of action, lawsuits, (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties, and liens of every nature resulting from injury to or death sustained by any person (including Partner's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Partner's performance of work hereunder or Partner's failure to comply with its obligations contained in this Memorandum of Understanding, or its failure to comply with any existing or prospective law, regardless of Partner's fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of the City of Richmond, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the City of Richmond, its officers, agents, or employees.

This indemnification obligation shall survive this Memorandum of Understanding and shall not be limited by any term of any insurance policy required under this Memorandum of Understanding.

**Notices:**

All notices, demands, statements, or communications provided for by this Memorandum of Understanding shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the person designated in paragraph 1 below. Notices to the Partner shall be addressed to the party designated in section 2 below. Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Memorandum of Understanding, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. CITY hereby designates as its Authorized Representative the Identified Personnel whose name and address are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Partner hereby designates as its Authorized Representative the Identified Personnel whose name and address are as follows:

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**Attestation:**

In witness whereof, the parties hereto hereby execute this Memorandum of Understanding:

**Organization Name**

**City of Richmond**

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**Executive Director**

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**City Manager or Designee**

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**Date**

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**Date**