

MEMORANDUM OF UNDERSTANDING

By and Between

CITY OF RACINE PARKS AND RECREATION DEPARTMENT

and

AMIGOS DE CESAR CHAVEZ COMMUNITY CENTER

This Memorandum of Understanding (MOU) sets forth the terms and understandings between the City of Racine Parks and Recreation Department (City of Racine) and the Amigos de Cesar Chavez Community Center (ACCCC).

I. Background

In 2016, Mr. Mario Martinez initiated a project seeking to provide community programming and outreach services for the traditionally underserved Latino and non-native English-speaking communities. Mr. Martinez compiled a contingency of Latino community leaders to approach the City of Racine about a partnership to use the Cesar Chavez Community Center as a host for the aforementioned initiatives. This group began meeting regularly, formed relationships with local Latino nonprofit organizations and began referring to themselves as the Amigos de Cesar Chavez Community Center (ACCCC).

II. Purpose of MOU / Goal of Partnership

The purpose of this MOU is to formalize and reduce to writing understandings between the City and ACCCC with respect to the use of the Center.

The goal of this partnership is to revitalize interest in the Cesar Chavez Community Center, to encourage use of the facilities by the community, to provide valuable resources to Latino community within the City of Racine and to promote cultural diversity in an inclusive manner.

The above goals will be accomplished by undertaking the following activities: programming that serves the Racine Latino community; programming and events that celebrate and provide information about Latino culture to the general public; and programming and events that identify and acknowledge the achievements of individuals working to promote cultural diversity within the Racine community.

While the topic of cultural diversity often includes a discussion of public policy, this partnership will work to ensure that the activities of the Center are neutral and not influenced by political sources.

III. Funding

The ACCCC shall endeavor to raise funds for the programming initiatives that are to take place within the Center. Fundraising initiatives shall be sponsored by local non-profit organizations such as Por La Gente Association, Hispanic Roundtable, Miss Latina, Hispanic Business Professionals Association, The Racine/Kenosha chapter of the League of United Latin American Citizens (LULAC), and others. Fundraising efforts shall be the responsibility of the ACCCC and the respective non-profit entities. However, the ACCCC is encouraged to use City of Racine resources and logos wherever permitted.

IV. Rights and Obligations of the City of Racine

At all times during the course of this MOU, the City of Racine shall maintain possession of and responsibility for the Center and its operations. Notwithstanding anything contained herein, this MOU shall not be interpreted to grant ACCCC ownership interest in, operational control of, or greater access to the Center or any of its fixtures, equipment, or facilities.

The City shall remain responsible for the maintenance and up-keep of the Center and its facilities.

The City shall provide appropriate staff to facilitate approved scheduling of programming and events to occur within the Center.

The City shall reserve the right to request proof of liability and premise insurance for any programming or event to occur at the Center from the responsible party.

The City shall designate at least one individual to serve as the liaison and contact person for all communications between the City and the ACCCC.

The City shall reserve the right to charge reasonable service and use fees for any programming or event to occur at the Center.

V. Rights and Obligations of the Amigos de Cesar Chavez Community Center

The ACCCC shall enjoy the use of the Community Center where a request has been appropriately provided and approved by Center's management.

The ACCCC may, upon approval of the City, provide creative input in spaces within the Center that are used by the public. Creative input includes, but is not limited to artwork, items for display, furniture, and equipment.

The ACCCC shall furnish proof of liability and premise insurance for any programming or event sponsored by ACCCC to occur at the Center.

The ACCCC shall complete a facility request form for each rental request for approval by Center management at least two weeks in advance of any event or program.

The ACCCC shall designate at least one member to serve as the liaison and contact person for all communications between the City's representative and the ACCCC.

The ACCCC shall have at least one member attend each event sponsored by the ACCCC at the Center to serve as the contact person for that event.

The ACCCC may ask the City for its endorsement of programming and events to occur at the center. Endorsement is meant to include the use of City logos and resources.

VI. Duration

This MOU shall become effective upon the signature by the authorized individuals from the City of Racine and the Amigos de Cesar Chavez Community Center and will remain in effect until modified or terminated by the authorized individuals by mutual consent. In the absence of mutual agreement by the parties as to termination, either party may terminate this agreement upon one hundred and twenty days' (120) written notice to the other.

This MOU recognizes that the considerations made within do not intend to create a legal obligation between the parties with respect to the use of the Center or the use of funds for programming. The MOU represents only good faith mutual understandings between the parties as to the aforementioned Purpose and Goals of Partnership.

Signed this _____ day of _____, _____ at Racine, Wisconsin.

Amigos de Cesar Chavez Community Center

By: _____
Mario Martinez

By: _____
Jose Palacios

CITY OF RACINE

By: _____
Cory Mason, Mayor

ATTEST:

By: _____
Tara Coolidge, City Clerk

Provisions have been made to pay the liability that will accrue hereunder.

By: _____
David Brown, Finance Director

APPROVED AS TO FORM:

By: _____
Scott R. Letteney, City Attorney

Drafted by:
Jeremy T. Chavez
State Bar: 1077666
Thorpe & Christian, S.C.
1624 Hobbs Drive
Suite 1
Delavan, WI 53115
(262) 740-1971