



Date November 20, 2006

WHEREAS, the City of Des Moines Community Development Department has used the Catholic Pastoral Center each December since the early 1990's to receive food donated by the community for the City's Holiday Food Project and the Community Development Department desires to use such Center during November and December; and

WHEREAS, the Catholic Diocese of Des Moines is requesting that the City execute the attached "Letter of Agreement for the Holiday Food Project at the Catholic Pastoral Center" which allows use of the their Center; and

WHEREAS, the Catholic Diocese of Des Moines is also requesting that the City execute the attached Hold Harmless Agreement, in addition to the Letter of Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the Letter of Agreement for the Holiday Food Project at the Catholic Pastoral Center and Hold Harmless Agreement are hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to sign the above-referenced Letter of Agreement and Hold Harmless Agreement on behalf of the City and the City Clerk is hereby authorized and directed to attest to his signature.

(Council Communication No. 06-717).

Moved by _____ to Adopt.

APPROVED AS TO FORM:

Ann DiDonato
Ann DiDonato,
Assistant City Attorney

Table with 5 columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, COLEMAN, KIERNAN, HENSLEY, MAHAFFEY, VLASSIS, and TOTAL.

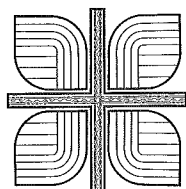
CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Mayor

City Clerk



Diocese of
Des Moines

601 Grand Avenue
Des Moines, IA 50309
(515) 243-7653
(515) 237-5070 fax
www.dmdiocese.org

Sr. Jude Fitzpatrick
Vice Chancellor
(515) 237-5048
jfitzpatrick@dmdiocese.org

The celebration symbol of
the cross surrounded by
fields and furrowed soil
was created for the
papal visit in 1979.

November 1, 2006

Marci Rafdal
City of Des Moines
Community Development
Community Services Division
602 East First Street
Des Moines, IA 50309

RE: Letter of Agreement for Holiday Food Project at the Catholic Pastoral Center

Dear Marci:

This is a letter of agreement for the City of Des Moines and the Catholic Diocese of Des Moines concerning the Holiday Food Project (HFP) to be held at the Catholic Pastoral Center during the month of December. The purpose of the City of Des Moines Holiday Food Project is to gather and distribute food to the needy during the holiday season.

By signing this letter you agree to the following:

1. The City of Des Moines will provide proof of its self insurance coverage in the form of a letter describing its self insurance coverage and retention to the Catholic Diocese of Des Moines. The City of Des Moines will also provide a Hold Harmless Agreement in the form attached to this letter of agreement.
2. The City of Des Moines will provide its own labor for the HFP.
3. The Diocese will provide rent free the first floor meeting space of the Catholic Pastoral Center (CPC) for the HFP. The basement of the CPC is not open to use for the HFP.
4. The dates reserved for use of the first floor of the CPC are 12/4/06 to 12/23/06. Delivery of goods collected at one school is permitted on a mutually agreed upon date prior to 11/29/06.
5. Access to the CPC will be limited to the normal operating hours of 8:30 a.m. to 4:30 p.m. Keys will not be made available to HFP staff or volunteers.

- 6. HFP staff will supply and use their own cars, two-wheel hand-trucks and office supplies. Three tables and up to fifteen chairs will be provided by the CPC.
- 7. Disposal of trash generated by the HFP will be the responsibility of HFP staff/volunteers. CPC staff will provide one garbage bin for the disposal of that trash.
- 8. Automobiles used for loading and unloading are to be parked in the street or alley. Meters will be bagged on only one side of Sixth Avenue. Automobiles are prohibited from parking, loading and unloading on the CPC property.
- 9. Use of the CPC parking lot across Sixth Avenue and driveway adjacent to the building is prohibited.
- 10. Curtains will be closed at the end of the day by HFP staff, reducing the view of curiosity seekers, etc. in the evening.
- 11. The carpet on the first floor will be vacuumed, and the hard floors swept and mopped by HFP staff/volunteers. Any large messes generated by the event shall also be cleaned up by HFP staff/volunteers.
- 12. During and at the end of the HFP, the CPC and HFP will discuss how the operation is going. If needed, they will propose any changes to the following year's letter of agreement. The letter of agreement will be renewed each year with signatures of both parties.

Sr. Jude Fitzpatrick
 Sr. Jude Fitzpatrick
 Catholic Pastoral Center

11-1-2006
 Date

 City Official

 Date

APPROVED AS TO FORM:

Ann Sh. Donato
 Municipal Clerk

HOLD HARMLESS/INDEMNITY AGREEMENT

CATHOLIC PASTORAL CENTER

Activity Participant or Facility User: _____

Type of Activity or Usage: _____

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the Diocese of Des Moines against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER or any of their agents, family members, volunteers, helpers, partners, organizational members which arise out of the above named ACTIVITY OR USAGE at the Catholic Pastoral Center.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the Diocese of Des Moines for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE which takes place during the YEAR BEGINNING WITH THE DATE INDICATED BELOW that is brought against the DIOCESE by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the DIOCESE, its employees or agents or ACTIVITY PARTICIPANT OR FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

Signed By: _____

Name (Please Print): _____

Date: _____

City of Des Moines
HOLD HARMLESS AGREEMENT

To the extent permitted by law, the City of Des Moines agrees to indemnify and hold harmless the Catholic Diocese of Des Moines against any claims, demands, suits, or loss, and for any damages which may be asserted, claimed or recovered against or from it by reason of personal injury and/or property damage which arises out of or is connect with the City's use of the Catholic Pastoral Center for the City's Holiday Food Project, unless such injury or damage results from the negligence or misconduct of the Catholic Diocese of Des Moines or a third party. The city of Des Moines acknowledges that Catholic Diocese of Des Moines will not provide supervision of the activity.

CITY OF DES MOINES, IOWA

Signature: _____

By: T.M. Franklin Cownie

Title: Mayor

Date: _____

APPROVED AS TO FORM:

Ann O. Smith
Assistant City Attorney