CITY CLERK
ORIGINAL

C-8681
06/03/2013

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND A NEW LEAF, INC.

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is made as of June 3, 2013, between the City of Glendale, an Arizona municipal corporation (the "City"), by and through the Glendale Advocacy Center ("GAC") and A New Leaf, Inc , ("A New Leaf") (hereinafter referred to individually as "party" or collectively as "parties").

DESCRIPTION OF PARTIES AND SERVICES

A A New Leaf is an Arizona non-profit organization committed to being a primary source and leading provider of prevention and rehabilitation services in the areas of domestic violence, homelessness and youth programs. Services include victim advocacy, prevention education, residential treatment and outpatient counseling services, shelter and transitional housing.

B A New Leaf has received an Arizona Department of Public Safety grant under the provisions of the Victims of Crime Act of 1984, as amended, to provide individualized, short-term counseling and other related crime victim advocacy services (the "VOCA Grant").

C. A New Leaf has received an Arizona Department of Health Services grant through the Office of Violence Against Women under the United States Department of Justice, to provide advocacy, accompaniment, crisis intervention, counseling and outreach (the "OVW Grant").

D. The GAC is a multidisciplinary facility which includes the Glendale Police Department, A New Leaf , Arizona Child Protective Services, Forensic Nurse Examiners, the Maricopa County Attorney's Office, and St. Joseph's Medical Center. The GAC's purpose is to provide quality investigations of abuse in the most sensitive, appropriate manner to crime victims. The GAC staff is a team dedicated to serving victims of domestic violence and sexual abuse, understanding that the community is diverse and that by focusing on the needs of each victim, staff will provide the most comprehensive services possible.

E. The GAC currently provides counseling and other related crime advocacy services to child and adult victims and witnesses in cases of domestic violence, sexual assault, child physical and sexual abuse, neglect, elderly abuse, homicide and drug endangerment. The overall goal of advocacy centers is to ensure that the victims who are entrusted to the centers are not further victimized by the systems that are designed to protect them.

F. The City has determined that it is necessary to maintain the availability of individualized, short-term counseling and other related crime victim advocacy services for its residents at the GAC Individualized, short-term counseling and other related crime victim advocacy services shall include, without limitation, investigative and prosecutorial support, medical forensic examinations, case management, immediate crisis intervention, individualized, short-term counseling by a designated behavioral health professional or behavioral health technician, prevention and education related programs, and community information and referral services.

G. The GAC and A New Leaf wish to enter into this Memorandum and utilize the VOCA Grant and OVW Grant to provide individualized, short-term counseling and other related crime victim advocacy services to GAC clients who are victims of crime (the "GAC Clients"), which shall include, without limitation, victims of domestic violence or sexual assault or abuse, child abuse or molestation, stalking, elder abuse, assault, adult victims of child abuse and secondary victims (the "Services")

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing description of parties and services, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and A New Leaf hereby agree as follows:

I. ROLES AND RESPONSIBILITIES

A. A New Leaf shall:

1. Place at least one (1) Masters Level therapist (the "Therapist") at the GAC to provide short-term counseling services. Such Therapist shall meet all requirements of ARIZ ADMIN. CODE § R9-20-204 and any other applicable federal, state or local law. The Therapist(s), collectively, will provide short-term counseling services, up to eight individual sessions per victim plus intake and discharge, to help victims of crime stabilize through their immediate crisis. The Therapist shall conduct all counseling sessions at the GAC

2. Ensure that therapists will provide services at a minimum of 5 days per week with at least two days consisting of after-hours appointments.

3. Ensure that the assigned Therapist will attend A New Leaf meetings, training, supervision and in-service days as required by A New Leaf and any applicable federal, state or local law.

4. Require a monthly clinical supervision meeting for each therapist assigned to GAC that meets state and licensing requirements. Any Clinical Supervisor assigned by A New Leaf to supervise any Therapist placed at the GAC shall meet all requirements of ARIZ. ADMIN CODE §§ R9-20-204, R9-20-205, and any other applicable federal, state or local law

5. In order to protect the best interests of the GAC Clients, the Therapist will review all DSM-IV R diagnostic assessments with the A New Leaf clinical supervisor if the Therapist is not independently licensed. Every effort will be made to avoid diagnoses' that do not serve the best short and long-term interests of the client, without compromising adherence to Behavioral Health Licensure requirements and professional ethics and standards

6. The assigned Therapist's client focus will be domestic violence and sexual assault victims, however, the Therapist will also work with other victims of crime as needed

7 Provide a laptop and cell phone for each Therapist to perform his/her duties while at the GAC

8. The Therapist may provide crisis intervention during the first appointment as needed and appropriate Cases will be reviewed at the monthly clinical supervision meetings, or more frequently, as needed.

9. Counseling sessions will take place in a designated A New Leaf office at the GAC located in Glendale, Arizona All clients will be given a copy of the applicable "client's rights" and grievance process as required by ARIZ ADMIN CODE § R9-20-203.

10. At A New Leaf's sole cost and expense, obtain and maintain all licenses required by the Arizona Department of Health Services' Office of Behavioral Health Licensing ("ADHS OBHL") regulations and any other applicable federal, state, or local law for the provision of the Services under this Memorandum

11. The GAC Director and Program Manager shall meet at least quarterly, or more frequently as needed, to review this Memorandum and the services being provided by the Therapist at the GAC.

B. The GAC shall.

1. Provide the Therapist(s) adequate office space at the GAC in order to conduct individual counseling sessions for GAC clients and to complete the necessary clinical documentation and case management of the GAC Clients

2. Provide a lockable file cabinet that will remain in the designated A New Leaf office. Both the office and the file cabinet will remain locked when not in use.

3. Provide copier access to the Therapist(s) while at GAC

4. Provide each Therapist with a telephone land line with voicemail capabilities while at GAC.

5. The GAC Director and Program Manager shall meet at least quarterly, or more frequently as needed, to review this Memorandum and the services being provided by the Therapist(s) at the GAC.

C Client Requirements

1. Counseling sessions are free to GAC Clients and are funded through the VOCA Grant and OVW Grant

2. GAC Clients who receive services provided by the Therapist must be victims of crime, which shall include, without limitation, domestic violence, sexual assault/abuse, child abuse/molestation, stalking, elder abuse, assault, adult victims of physical and sexual child abuse and secondary victims.

3. GAC Clients will be required to make contact with the Therapist to schedule an appointment at a mutually suitable time.

II. TERM OF MEMORANDUM, TERMINATION, AMENDMENTS AND CLIENT RECORDS.

A This Memorandum shall be effective July 1, 2013 and shall terminate on June 30, 2014.

B Either party, in writing, may terminate this Memorandum for any reason in whole, or in part, at any time before the date of expiration. Termination of this Memorandum will be accomplished by delivering or mailing to the other Party a Notice of Intent to Terminate not less than 30 days prior to the termination date contained in such notice. Such notice shall be mailed

to the other Party's contact at the address listed below in this Memorandum.

C. In the event that grant funding expires and/or is no longer available, the Memorandum of Understanding will be terminated in accordance with paragraph II.B.

D. This Memorandum may be amended at any time upon written, mutual agreement of both parties. No modification to this Memorandum shall be binding upon the GAC or A New Leaf unless and until a signed amendment is executed.

E. All data or communications, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted in connection with this Memorandum or the Services is confidential and privileged information (the "Client Records"). Each Party shall retain such Client Records as it may receive or obtain during the term of this Memorandum in accordance with ARIZ. REV. STAT. §§ 8-409, 13-4430, ARIZ. ADMIN. CODE § R9-20-302 and any other applicable federal, state or local record retention law. In addition, each party shall maintain the Client Records in accordance with its own internal record retention policy and procedure to the extent such policy and procedure does not conflict with any applicable federal, state or local law.

F. Personal identifying information, financial account information, or restricted GAC or A New Leaf information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, both Parties must encrypt and/or password protect electronic files This includes data saved to laptop computers, computerized devices or removable storage devices.

G. When personal identifying information, financial account information, or restricted GAC or A New Leaf information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

H. In the event that a Party discovers, believes or has reason to believe that the confidentiality of Client Records obtained by it in connection with this Memorandum or the Services has been compromised, such Party shall notify the other Party and any affected clients

I. This Memorandum is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Memorandum without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating

this Memorandum on behalf of the City or any of its departments or agencies is, at any time while the Memorandum or any extension of the Memorandum is in effect, an employee of any other party to the Memorandum in any capacity or a consultant to any other party of the Memorandum with respect to the subject matter of the Memorandum.

III. INDEMNIFICATION; INSURANCE

A. Indemnification

1. A New Leaf shall indemnify, defend, save and hold harmless the GAC its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of A New Leaf or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such A New Leaf to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by A New Leaf from and against any and all claims. In consideration of the award of this contract, A New Leaf agrees to waive all rights of subrogation against the Glendale Advocacy Center, its officers, officials, agents and employees for losses arising from the work performed by A New Leaf for the GAC.

2. GAC shall indemnify, defend, save and hold harmless A New Leaf, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GAC or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such GAC to conform to any federal, state or local law,

statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by GAC from and against any and all claims In consideration of the award of this contract, GAC agrees to waive all rights of subrogation against A New Leaf, its officers, officials, agents and employees for losses arising from the work performed at the GAC by A New Leaf.

B. Insurance Requirements

1. Insurance Required. A New Leaf shall procure and maintain until all of its obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by A New Leaf, its agents, representatives, employees or subcontractors.

2 No Representation of Coverage Adequacy. The insurance requirements herein are minimum requirements for this Memorandum Neither the City nor GAC in any way warrants that the minimum limits contained herein are sufficient to protect A New Leaf from liabilities that might arise out of this Memorandum by A New Leaf, its agents, representatives, employees or subcontractors and A New Leaf is free to purchase additional insurance as may be determined necessary

3. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of A New Leaf. A New Leaf shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto

4. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City A New Leaf shall be solely responsible for any such deductible or self-insured retention amount.

5. Use of Subcontractors. If any work under this Memorandum is subcontracted in any way, A New Leaf shall execute written agreements with its subcontractors containing the indemnification

provisions set forth in this Section and insurance requirements set forth herein protecting the City and A New Leaf. A New Leaf shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

6. Minimum Scope And Limits Of Insurance A New Leaf shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

(a) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

(i)	Each Occurrence	$1,000,000
(ii)	General Aggregate	$2,000,000
(iii)	Products – Completed Operations Aggregate	$1,000,000
(iv)	Personal and Advertising Injury	$1,000,000
(v)	The policy shall be endorsed to include coverage for sexual abuse and molestation	

(b) Automobile Liability—Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

(i)	Combined Single Limit (CSL)	$1,000,000

(c) Worker's Compensation and Employers' Liability

(i)	Workers' Compensation	Statutory
(ii)	Employers' Liability Each Accident	$100,000
(iii)	Disease – Each Employee	$100,000
(iv)	Disease – Policy Limit	$500,000
(v)	Policy shall contain a waiver of subrogation against the GAC.	

(d) Professional Liability (Errors and Omissions Liability)
The policy shall cover professional misconduct or lack of ordinary skill

(i)	Each Claim	$2,000,000
(ii)	Annual Aggregate	$2,000,000
(iii)	In the event that the professional liability insurance required by this Memorandum is written on a claims-made basis, A New Leaf warrants that any retroactive date under the policy shall precede the effective date	

of this Memorandum; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time this Memorandum is terminated.

7 Notice Of Cancellation. Each insurance policy required by the insurance provisions of this Memorandum shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City and the GAC, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given.

8. Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The GAC in no way warrants that the above-required minimum insurer rating is sufficient to protect A New Leaf from potential insurer insolvency.

9. Verification Of Coverage. A New Leaf shall furnish the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Memorandum, issued by A New Leaf's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Memorandum and that such coverage and provisions are in full force and effect. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before any work commences. Each insurance policy required by this Memorandum must be in effect at or prior to commencement of work under this Memorandum and remain in effect for the duration of the Memorandum. Failure to maintain the insurance policies as required by this Memorandum or to provide evidence of renewal is a material breach of Memorandum.

IV. MISCELLANEOUS

A. Independent Contractor. A New Leaf acknowledges and agrees that the Services provided under this Memorandum are being provided as an independent contractor, not as an employee or agent of the City. A New Leaf, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of A New Leaf, its employees or

subcontractors. A New Leaf, and not the City, shall determine the time of its performance of the services provided under this Memorandum so long as A New Leaf meets the requirements of its agreed scope of work as set forth in Section 2 above. A New Leaf is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and A New Leaf do not intend to nor will they combine business operations under this Memorandum.

B. Laws and Regulations. A New Leaf shall keep fully informed and shall at all times during the performance of its duties under this Memorandum ensure that it and any person for whom A New Leaf is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations; (b) existing and future state and federal laws, and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

C Amendments. This Memorandum may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and A New Leaf.

D Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Memorandum will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Memorandum will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Memorandum are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Memorandum which may remain in effect without the invalid provision or application.

F Relationship of the Parties It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. A New Leaf is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and A New Leaf agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Memorandum.

G Entire Agreement; Interpretation, Parole Evidence. This Memorandum represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into

prior to this Memorandum are hereby revoked and superseded by this Memorandum. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Memorandum. This Memorandum shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Memorandum The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Memorandum.

H Notices and Requests. Any notice or other communication required or permitted to be given under this Memorandum shall be in writing and shall be deemed to have been duly given if· (a) delivered to the party at the address set forth below; (b) deposited in the U.S Mail, registered or certified, return receipt requested, to the address set forth below; (c) given to a recognized and reputable overnight delivery service, to the address set forth below; or (d) delivered by facsimile transmission to the number set forth below:

If to the City.
City of Glendale
5850 W Glendale Ave, Ste. 431
Glendale, Arizona 85301
Facsimile· (623) 847-1399
Attn. Brenda S Fischer City Manager

With copy to:
Glendale Advocacy Center
6829 N. 57th Ave
Glendale, Arizona 85301
Facsimile: (623) 939-6701
Attn: Lt. Robert Jones

With copy to
Glendale City Attorney's Office
5850 W Glendale Ave.
Glendale, AZ 85301

If to A New Leaf:
A New Leaf, Inc.
868 East University Drive
Mesa, Arizona 85203
Phone. (480) 969-4024
Facsimile: (480) 969-0039
Attn Michael Hughes, CEO
MHughes@turnanewleaf.org

With copy to:
A New Leaf, Inc.
868 East University Drive
Mesa, Arizona 85203

Phone (480) 969-4024
Facsimile (480) 969-0039
Attn: Luz Bojorquez, CFO
LBojorquez@turnanewleaf.org

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (a) when delivered to the party; (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day; or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

I Assignment. No right or interest in this Memorandum shall be assigned by A New Leaf without prior, written consent of the City signed by the City Manager or other authorized City representative. No delegation of any duty of A New Leaf shall be made without prior, written consent of the City signed by the City Manager or other authorized City representative. Any attempted assignment or delegation by A New Leaf in violation of this provision shall be a breach of this Memorandum by A New Leaf and void and unenforceable.

J. Subcontracts. No subcontract shall be entered into by A New Leaf with any other party to furnish any of the material or services specified herein without the prior written approval of the City. A New Leaf is responsible for performance under this Memorandum whether or not subcontractors are used.

K. Rights and Remedies. No provision in this Memorandum shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Memorandum. The failure of the City to insist upon the strict performance of any term or condition of this Memorandum or to exercise or delay the exercise of any right or remedy provided in this Memorandum, or by law, or the City's acceptance of and payment for services, shall not release A New Leaf from any responsibilities or obligations imposed by this Memorandum or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Memorandum.

L. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Memorandum or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

M. Confidentiality of Records. A New Leaf shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Memorandum shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform A New Leaf's duties under this Memorandum. Persons requesting such information should be referred to the City. A New Leaf also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of A New Leaf as needed for the performance of duties under this Memorandum

N. Records and Audit Rights A New Leaf's and its subcontractors, books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Memorandum, including the papers of any A New Leaf and its subcontractors' employees who perform any work or Services pursuant to this Memorandum to ensure that A New Leaf and its subcontractors are complying with the warranty under subsection O below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit· (a) evaluation and verification of any invoices, payments or claims based on A New Leaf's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Memorandum; and (b) evaluation of A New Leaf's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection O below To the extent necessary for the City to audit Records as set forth in this subsection, A New Leaf and its subcontractors hereby waive any rights to keep such Records confidential For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Memorandum for the duration of the work and until three years after the date of final payment by the City to A New Leaf pursuant to this Memorandum. A New Leaf and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give A New Leaf or its subcontractors reasonable advance

notice of intended audits. A New Leaf shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Memorandum.

O. E-verify Requirements To the extent applicable under ARIZ. REV. STAT. § 41-4401, A New Leaf and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). A New Leaf's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Memorandum and may result in the termination of this Memorandum by the City.

P. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391 06 and 35-393.06, A New Leaf certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV STAT § 35-391 or 35-393, as applicable. If the City determines that A New Leaf submitted a false certification, the City may impose remedies as provided by law including terminating this Memorandum pursuant to subsection 13.2 above.

Q. Non-Exclusive Contract. This Memorandum is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

(SIGNATURES ON THE FOLLOWING PAGE)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lovitt & Touche' Inc - Passey
P.O. Box 64985
Phoenix AZ 85082

CONTACT NAME: Rachel McCarthy
PHONE (A/C, No, Ext): 602-385-0544 FAX (A/C, No): 602-956-2258
E-MAIL ADDRESS: rmccarthy@lovitt-touche.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co	
INSURER B: SCF Indemnity Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED NEWLE-1
A New Leaf, Inc.
868 E University Drive
Mesa AZ 85203

COVERAGES **CERTIFICATE NUMBER:** 1748450175 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	PHPK942304	11/1/2012	11/1/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	PHPK942304	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	PHUB401680	11/1/2012	11/1/2013	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	I70082	4/1/2013	4/1/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional - Occurence Sexual Abuse/Molestation Occurence			PHPK942304	11/1/2012	11/1/2013	Occ $1,000,000 Occ $1,000,000	Agg: $3,000,000 Agg: $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Glendale and Glendale Advocacy Center its representatives,officials, officers, agents, and employees are listed as Additional insureds in respects to the General Liability policy. Waiver of Subrogation applies to the Workers Compensation and General Liability.

CERTIFICATE HOLDER

City of Glendale
Attn: Glendale City Manager
5850 W. Glendale Ave, Ste. 431
Glendale AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"City"

CITY OF GLENDALE, an Arizona municipal corporation:

Brenda S. Fischer, City Manager

ATTEST:

Pam Hanna, City Clerk

Approved as to Form:

City Attorney

"A New Leaf"

A NEW LEAF, INC., an Arizona non-profit agency:

Luz Bojorquez, CFO

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on August 7 2013, by Luz Bojorquez as the Chief Financial Officer of A NEW LEAF, INC., an Arizona non-profit agency, on behalf of the agency.

Mark Averett
Notary Public in and for the State of Arizona

My Commission Expires:

May 2, 2017

MARK AVERETT
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
May 2, 2017