

**Memorandum of Agreement**

WHEREAS, the City of Glendale through the Glendale City Court and A New Leaf, Incorporated have come together to collaborate on goals to reduce domestic violence in our communities; and

WHEREAS, Glendale City Court and a New Leaf, Incorporated have collaborated since 2005 as partners in federally-funded GTEAP grant projects (Grants to Encourage Arrest Policies and Enforcement or Protection Orders Program) under the direction of the U.S. Department of Justice, Office on Violence Against Women; and

WHEREAS, federal grant funding for this project has concluded; and

WHEREAS, these two partners herein desire to continue their collaborative efforts to provide essential services to victims of domestic violence; and

WHEREAS, these two partners wish to enter into a Memorandum of Agreement setting forth the services to be provided by the collaborative;

**I) Description of Partner Agencies**

Glendale City Court adjudicates criminal misdemeanors, City Code violations, traffic violations, and certain juvenile offenses committed in the City of Glendale. In cases of domestic violence and harassment, the Court issues protective orders. The Court has the authority to issue search warrants for misdemeanors and felonies. *Glendale City Court has collaborated with numerous internal and external justice and community agencies to develop and implement programs to reduce recidivism and promote safe communities. Among these programs and services is a bilingual court-based domestic violence victim advocate.*

A New Leaf, Incorporated has provided youth services, shelter services, outpatient services, education, victim outreach, court advocacy, family advocacy centers and community programs for more than 40 years to families and youth in the greater Phoenix metropolitan area at no cost to those who qualify. A New Leaf was a collaborative nonprofit partner on Glendale City Court's GTEAP grant since its original award in 2005.

**II) History of Relationship**

The collaborative relationship between A New Leaf, Incorporated and Glendale City Court was formalized in November 2004 with the creation of the Glendale Domestic Violence Task Force. Since that time, these partners have teamed in the development and implementation of many projects in response to intimate partner violence, including grant activities, large-scale training conferences and victim services. Task Force meetings are scheduled on a monthly basis. Task Force meeting minutes are disseminated to all Task Force members and related colleagues, including administrators and leaders within each agency to foster communication and commitment.

Previous MOU partners in this collaboration have included the City of Glendale Police Department, City of Glendale Prosecutor's Office and the City of Glendale Office of Information Technology. All MOA partners have been involved in Task Force discussions and meetings to identify effective strategies for incorporating the elements of Glendale City Court's GTEAP project into each agency's operations.

The critical and long-range goals of the collaboration are to:

1. Increase safety for primary and secondary victims of domestic violence
2. Break the cycle of violence
3. Improve coordinated responses of the criminal justice and victim services systems

### **III) Roles and Responsibilities**

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

Glendale City Court will:

- Provide physical working space and accommodations including office furniture, telephone, copier and fax machine for A New Leaf, Incorporated's Court Advocate to offer advocacy services to victims five days per week in Glendale City Court.
- Continue to participate in and support the activities of the Glendale Domestic Violence Task Force and any subcommittees established to provide oversight and guidance to this partnership. Additionally, Glendale City Court will support collaboration between and among the civil, criminal justice and victim service systems.
- Provide financial reimbursement to A New Leaf, Incorporated for salary and benefits expenditures for the Court Advocate.

A New Leaf, Incorporated will:

- Provide one fulltime bilingual court-based Victim Advocate employee to educate and assist domestic violence plaintiffs and victims seeking protective orders and to connect those customers with community resources, including but not limited to, Orders of Protection, Injunctions Against Harassment, safety planning and referral to community and government domestic violence resources. The internal training and professional oversight of the court-based Victim Advocate will be accomplished by A New Leaf, Incorporated.
- Participate in and support the activities of the Glendale Domestic Violence Task Force and any subcommittees established to provide oversight and guidance to this partnership. Additionally, A New Leaf, Incorporated will support collaboration between and among the civil, criminal justice and victim service systems.

The following project team representatives have been identified as responsible for planning, developing, and implementing all activities designed to meet both partners' long-range collaborative goals. They agree to demonstrate commitment toward achieving these goals. They further agree to explore alternative opportunities for sustained funding:

Elizabeth R. Finn, Presiding Judge, Glendale City Court  
Kyle Mickel, Special Projects Coordinator, Glendale City Court  
Melanie Huante, Court Accountant, Glendale City Court  
Lisa Taylor, Compliance Specialist, Glendale City Court  
Dana Martinez, Program Manager, a New Leaf of Arizona, Incorporated

### **IV) Timeline**

This at-will contractual relationship shall commence on July 1, 2015 and end on June 30, 2016 unless earlier terminated by either party.

### **V) Compensation**

Glendale City Court will pay a New Leaf, Incorporated for services rendered by one fulltime bilingual court-based Victim Advocate in the amount of \$2,958 per month.

A New Leaf of Arizona, Incorporated will remit invoices on a monthly basis to Glendale City Court requesting payment for services rendered by one fulltime bilingual court-based victim advocate. The invoice should be submitted to Glendale City Court by the 30<sup>th</sup> day of each month to insure timely payment processing.

Glendale City Court shall periodically review this compensation rate in an effort to assure continued reasonable compensation for the court victim advocate's services. Glendale City Court maintains the right to adjust this compensation rate as Glendale City Court, in its sole discretion, deems appropriate.

Both parties agree that the rate of compensation may be reduced or eliminated if either party becomes the successful award recipient of any related federal, state or local grant or other alternative funding source to procure these services without supplanting.

## **VI) Indemnification and Insurance**

Nothing in this MOA shall be interpreted to modify, impair, destroy or otherwise affect any common law or statutory right to indemnity or contribution that any party to this MOA may have against any other party relative to any incident arising out of the performance of this MOA.

For any actions directly related to the provision of services, not directed or approved by the parties to this agreement, each party shall indemnify, defend and hold harmless the other party and any of their agents, officials and employees (the "Indemnified Parties") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including any attorneys' fees and litigation expenses brought or made against or incurred by any of the Indemnified Parties on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or by reason of any alleged act, omission, professional error, fault, mistake, or negligence, its employees, agents, or representatives in connection with or incident to the performance of this Contract or arising out of workers' compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees and its Contractors or claims under similar such laws or obligations.

Both A New Leaf and City of Glendale shall comply with all laws regarding Unemployment Insurance, Workers' Compensation and the Fair Labor Standards Act and shall also be responsible for all tax withholding obligations for itself and its employees.

Both A New Leaf and City of Glendale shall provide and maintain appropriate liability insurance for all occurrences. In no event shall the total coverage be less than the minimum insurance coverage specified below.

Comprehensive general liability insurance with a minimum combined aggregate limit of two million dollars (\$2,000,000.00) and a single limit of one million dollars (\$1,000,000.00), each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including complete operations), personal injury (including coverage for contractual and employee acts), blanket contractual, sudden and accidental pollution, products, and completed operations.

Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00), each occurrence, with respect to both ANL's and City of Glendale's vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of this MOA.

Workers Compensation and Employers' Liability insurance with a minimum combined single limit of (\$100,000), each occurrence, unless otherwise prescribed by Arizona Revised Statutes.

Professional liability insurance with a minimum combined single limit of two million dollars (\$2,000,000.00), each occurrence, if professional acts shall be required in the performance of this Contract.

Director and Officer Coverage of five hundred thousand (\$500,000) shall be required for both ANL and City of Glendale.

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. Each party in no way warrants that the above-required minimum insurer rating is sufficient to protect either party from potential insurer insolvency.

Both A New Leaf and City of Glendale shall name each other, their agents, officials and employees as additional insured and shall specify that the insurance afforded by the both ANL and City of Glendale shall be primary insurance and any insurance or self-insurance of either A New Leaf or City of Glendale its employees shall be excess, not contributory insurance, to that provided by A New Leaf or City of Glendale. Such policy shall contain a severability of interests' provision and provision for at least thirty (30) days prior written notice to each party of any cancellations, non-renewal or material change in coverage.

A New Leaf or City of Glendale's failure to procure and maintain the required liability insurance or to provide proof thereof to each party within 30 days following the commencement of a new policy period shall constitute a material breach of this MOA upon which A New Leaf or City of Glendale terminate this MOA. Prior to the effective date of this MOA, both parties shall furnish each party with copies of the State of Arizona Certificate of Insurance (RM7200. I) or a certificate of substantially the same content.

## **VII) Miscellaneous**

Laws and Regulations: Both Parties 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 either Party 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.

Amendments: This Memorandum may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of both Parties.

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 of Glendale:

Glendale City Court

5711 W. Glendale Avenue

Glendale, AZ 85301

Facsimile: 623-930-2010

Attn: Elizabeth R. Finn, Presiding Judge

If to A New Leaf:

A New Leaf, Inc.

868 East University Drive

Mesa, Arizona 85203

Facsimile: (480) 869-0039

Attn: Michael Hughes, CEO

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.

Confidentiality of Records: Both Parties shall establish and maintain procedures and controls that are acceptable to each Party for the purpose of ensuring that information contained in its records or obtained from either Party 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 duties under this Memorandum. Persons requesting such information should be referred to the Party providing service. Both Parties also agree that any information pertaining to individual persons shall not be divulged other than to employees or officers of either Party as needed for the performance of duties under this Memorandum.

E-verify Requirements: To the extent applicable under A.R.S. § 41-4401, both Parties and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Either Party or their 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 either Party.

Verification of Exclusion Status Under Federal Programs and Activities:

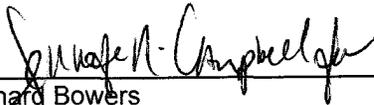
City of Glendale will not employ, partner with, or utilize the services of any individual or organization that has been suspended, debarred, excluded from or otherwise ineligible to participate in federally-funded programs or activities. This policy will apply to A New Leaf; as deemed applicable under the regulations.

Non-Discrimination: Both parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. New Leaf will require any Sub-contractor to be bound to the same requirements as stated within this section. New Leaf, and on behalf of any subcontractors, warrants compliance with this section.

Background Check and Fingerprinting: A New Leaf reserves the right to conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for employees, prospective employees, volunteers, interns, subcontractors and subcontractor's employees. Additionally, these persons shall also be required to submit a copy of the fingerprint clearance card and verification of DPS validity.

**VIII) Commitment to Partnership**

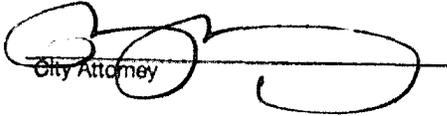
We, the undersigned have read and agree with this MOA. Further, we have reviewed the proposed project and approve it.

By   
Richard Bowers  
Acting City Manager  
Date 4/29/15

By   
Michael T. Hughes, Executive Director  
A New Leaf, Incorporated  
Date 5/5/15

**ATTEST:**  
  
City Clerk

Approved as to form

  
City Attorney