

COLLABORATION AGREEMENT
Between
City of Chandler Fire Department
and
The Arizona Board of Regents for and on behalf of
Arizona State University

This COLLABORATION AGREEMENT ("Agreement") is made and entered into by and between:

The City of Chandler, by and through its Fire Department, having a place of business at 151 East Boston Street, Chandler, Arizona 85225 ("Collaborator" or "Host Site"), and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), an institution of higher learning established by the laws of the State of Arizona, having a place of business at 660 S. Mill Ave., Tempe, AZ 85281.

ASU is the recipient of the award NO. AC-FOR-21-031722-02-Y2 ("Prime Award") from the State of Arizona, Governor's Office of Youth, Faith, and Family for ASU's participation in the AmeriCorps Program.

WHEREAS, Collaborator desires to act as a host site for the assignment of AmeriCorps member(s) to perform healthy relationships education or/and domestic violence intervention in tandem with other services, according to the needs for the specific agency assigned, to increase knowledge about safe intimate relationships, through the ASU School of Social Work Survivor Link AmeriCorps program ("Program"),

NOW, THEREFORE, in reliance on the commitments and obligations set forth herein, the parties agree as follows:

PRIME AWARD. This Agreement is subject to the terms and conditions of FY 2023/2024 General Grant and Cooperative Agreement Terms and Conditions and 2023/2024 Terms, as specified in Exhibit A, and Conditions for AmeriCorps State and National Grants, as specified in Exhibit B (hereinafter referred jointly as "AmeriCorps Terms & Conditions").

RESPONSIBILITIES OF ASU. The responsibilities of ASU include, but are not limited to, the following:

1. Serve as the primary contact for the AmeriCorps program with Arizona Governor's Commission on Service and Volunteerism and the Corporation for National & Community Service.
2. Coordinate the recruitment of AmeriCorps members and assure all members enrolled meet eligibility requirements.
3. Provide technical assistance to Host Site in developing work plans and position descriptions for each assignment.

4. At the Host Site's request, provide applicable site-specific training and in-service training.
5. Facilitate placement of AmeriCorps members to a Host Site, matching interests and skills with tasks to be accomplished in the approved Prime Awarded application.
6. Provide administrative support to AmeriCorps members.
7. Conduct monitoring activities and site visits with the Host Site to maximize understanding and compliance.
8. Retain full responsibility for the management and fiscal control of the AmeriCorps program.
9. Transfer an AmeriCorps member from one placement to another, if needed, consistent with Program and Host Site needs.
10. Release members from service for cause or compelling personal circumstance should the need arise.

RESPONSIBILITIES OF COLLABORATOR. The responsibilities of Collaborator include, but are not limited to, the following:

1. Assist with the promotion of the Program as applicable.
2. Take part in training provided by the Program as applicable.
3. Provide time and support for the AmeriCorps member to engage in healthy relationship and/or domestic violence services including: healthy relationship information sessions in individual or group format, online intervention safety planning, and supervision of volunteer-member implementation.
4. Provide time and support for the AmeriCorps member to gather information for grant reporting purposes as applicable. Information may include the number of people that the member provides healthy relationships information to or the number of hours that they have engaged in service with the organization.
5. Arrange for, and continually ensure, regular volunteer-member supervision occurs (i.e., at least one hour each week).
6. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
7. In collaboration with the AmeriCorps member(s) develop a work plan, also referred to as the learning contract, for each member. This includes development of a plan to work directly with clients and staff to educate about issues of domestic violence, safety planning interventions with domestic violence survivors, and/or general healthy relationship information at the host site.

8. Ensure that the AmeriCorps member(s) do not engage in activities prohibited in the AmeriCorps Terms & Conditions in Exhibit A and Exhibit B.
9. Provide day-to-day supervision of the activities of the AmeriCorps members, which includes verifying the member's hours and/or timesheets to track hours.
10. Provide cross training to AmeriCorps member(s) at the same site to further enhance overall member performance.
11. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps member(s) to perform assigned duties.
12. Assist in the mid-year and end-of term performance evaluation of assigned member(s).
13. Notify ASU immediately regarding unscheduled changes of status and conditions of AmeriCorps member(s), such as arrests, hospitalizations, and absence without leave.
14. Comply with monitoring and site visit activities coordinated by ASU.
15. Allow AmeriCorps member(s) to participate in Days of Service, such as Martin Luther King Holiday, 9/11 Day of Service and National Volunteer Week, should activities be organized in the communities where the members are in service.

JOINT RESPONSIBILITIES. The joint responsibilities of Collaborator and ASU include, but are not limited to, the following:

1. Make every reasonable effort to ensure that the health and safety of AmeriCorps member(s) are protected during the performance of their duties.
2. Not assign or require AmeriCorps member(s) to perform duties which would jeopardize their safety or cause them to sustain injuries.
3. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.
4. Both parties agree to strive to assure the full involvement of all interested and eligible parties, including those with a disability.

KEY PERSONNEL. The following persons have been identified to represent the Parties to discuss and lead the implementation of the areas of cooperation as specified under this Agreement:

FOR ASU:

Jill Messing
Arizona State University
411 N Central Ave., Suite 800
Phoenix, AZ 85004
Jill.Messing@asu.edu

FOR COLLABORATOR:

Name: Jessica Westmiller
Institution: City of Chandler Fire Department
Address: 151 East Boston Street, Chandler, Arizona 85225

Email: jessica.westmiller@chandleraz.gov

CONFIDENTIALITY. It is contemplated that the work of this Agreement can be carried out without disclosing either party's confidential information to the other party. However, should it become necessary to disclose any confidential information, the respective party will notify the other party. Any additional terms related to Confidentiality will be negotiated and agreed to by the parties in a separate agreement.

TERM AND TERMINATION. This Agreement may be signed in counterparts and takes effect on the signature of both parties. It shall terminate on August, 31 2024 unless renewed by the mutual written agreement of the parties. No amendment or modification to this Agreement shall take effect unless signed by authorized representatives of each party. Either party may terminate this Agreement upon thirty (30) days advance written notice to the other party.

DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The parties acknowledge that disputes arising from this Agreement may be subject to non-binding arbitration in accordance with applicable state law and court rules. The Agreement shall be governed by the law of the State of Arizona.

NON-FUND OBLIGATION DOCUMENT. This Agreement is neither a fiscal nor a funds obligation document nor is either party granting rights to the other with respect to intellectual property. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Each party shall be fiscally responsible for their own portion of work performed under this Agreement. This Agreement shall not create a relationship of a joint venture, employer and employee, or principal and agent. As such, the parties are not entitled to workers' compensation or any benefit of employment by the other parties.

ADVERTISING, PUBLICITY, NAMES AND MARKS. Collaborator will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement, except for documents used for internal consumption by Collaborator; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

NOTICES.

All official notices, by either party, required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), email with "Read Receipt" or certified U.S. Mail, return receipt requested. All notices will be sent to the addresses below or such other addresses as the parties may specify in the same manner. Notices will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Courtesy email copy of any notice is requested to be sent to Collaborator's Key Personnel. Addresses are as follows:

ASU: Office for Research & Sponsored Projects Administration
Arizona State University
PO Box 876011
Tempe, AZ 85287-6011
Attention: Heather Clark
e-mail: asu.awards@asu.edu

CC: jill.messing@asu.edu:

Collaborator: City of Chandler Fire Department
Mail Stop 801, P.O. Box 4008, Chandler Arizona 85244-4008

Attention: _____ Jessica Westmiller
e-mail: _____ jessica.westmiller@chandleraz.gov

FAILURE OF LEGISLATURE TO APPROPRIATE. In accordance with A.R.S § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Collaborator and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

CONFLICT OF INTEREST. If within three (3) years after the execution of this Agreement, Collaborator hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in A.R.S. § 38-511.

NONDISCRIMINATION. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a)

and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and shall supersede any prior agreement, written or oral, not incorporated herein. There are no understandings, representations, conditions, guarantees, or warranties, express or implied, by statute, usage, or trade or otherwise, other than as set forth herein or in an amendment executed by the parties and incorporated herein.

ORDER OF PRECEDENCE. In the event of any inconsistency between the conditions of this Agreement, the inconsistency will be resolved by giving precedence in the following order: (i) Agreement, and (ii) Exhibits A and B, including any other special terms and conditions. If any inconsistency exists, Collaborator will be responsible for notifying asu.awards@asu.edu.

****Signature page to follow****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

Arizona Board of Regents for and on behalf of Arizona State University

By:

Name: Kristy Macdonald

Title: Assistant Director

Date:

City of Chandler Fire Department

By:

Name:

Title:

Date:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

