

Memorandum of Agreement

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

WHEREAS, Glendale City Court and A New Leaf, Inc. have collaborated since 2005 as partners in federally funded GTEAP grant projects (Grants to Encourage Arrest Policies and Enforcement of 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 was approved by the federal government after review of A New Leaf, Inc.'s application for renewed funding; and

WHEREAS, these two partners 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 (the "MOA") setting forth the services to be provided by the collaborative efforts of the partners.

WHEREAS, these two partners are described as follows and historically have worked together as follows:

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, Inc. has provided youth services, shelter services, outpatient services, education, victim outreach, court advocacy, 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.

History of Relationship

The collaborative relationship between A New Leaf, Inc. 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. Prior to covid-19 the Task Force met on a monthly basis. Task Force meeting minutes were 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. Alt 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

AGREEMENT

I) Roles and Responsibilities

NOW, THEREFORE, it is 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, Inc.'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.

A New Leaf, Inc. 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. Should circumstances require, the parties may, by mutual agreement, provide services by telephonic means. "Telephonic" includes voice only and audio-video communications between the advocate and the petitioner or the court. The internal training and professional oversight of the court-based Victim Advocate will be accomplished by A New Leaf, Inc.
- 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, Inc. 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:

Nicholas C. DiPiazza, Presiding Judge, Glendale City Court
Patrick Scott, Deputy Court Administrator, Glendale City Court
Alyssa Gonzales, Accountant, Glendale City Court
Pat Lopez, Records Supervisor, Glendale City Court
Dana Martinez, Director of Shelter Operations, A New Leaf, Inc.

Rosalie Hernandez, A New Leaf, Inc.

II) Timeline

This at-will contractual relationship shall commence on April 1, 2021 and end on March 30, 2022 unless earlier terminated by either party or extended by agreement of both parties in writing. Any extension will last no more than one (1) year, and the parties may not extend the MOA more than four times. In no event will this MOA remain in force after March 30, 2026.

Either party, in writing, may terminate this agreement for any reason in whole, or in part, at any time. Termination of this agreement 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 primary contact at the primary address listed below.

III) Compensation

A New Leaf, Inc. has funding for a full-time bilingual court-based victim advocate (the "Victim Advocate") that will last until September 30, 2023, and Glendale City Court will have no salary costs related to the Victim Advocate during that time. In addition, it is the understanding of the parties that A New Leaf, Inc. will apply for additional federal funding to pay for all costs related to the Victim Advocate after September 30, 2023. If at any time during the term of this MOA A New Leaf, Inc. does not have additional federal funding to pay the Victim Advocate, Glendale City Court will pay A New Leaf, Inc. Three Thousand Nine Hundred Twenty-One Dollars (\$3,921) per month. In no event will the amount Glendale City Court pays to A New Leaf, Inc. exceed Two Hundred Twelve Thousand Dollars (\$224,000) over the term of this MOA. A New Leaf, Inc. promises to continue to seek federal funding for the Victim Advocate costs, even if such requests are at any point denied by the United States federal government.

A New Leaf, Inc. will remit invoices monthly to Glendale City Court requesting payment for services rendered by the Victim Advocate. The invoice should be submitted to Glendale City Court by the 30th day of each month to ensure timely payment processing.

Glendale City Court shall periodically review this compensation rate to assure continued reasonable compensation for the 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.

IV) 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 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 A New Leaf'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 A New Leaf 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.

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.

V) Miscellaneous

Laws and Regulations: Both Parties shall keep fully informed and shall at all times during the

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 of 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 State Repository Background Checks and will use the information contained in the Central State Repository 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 Department of Public Safety validity.

Non-employment: Nothing in this MOA creates, or is deemed to create, an employer-employee relationship between the City of Glendale, the Glendale City Court and the Victim Advocate.

VI) Commitment to Partnership

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

By _____
Kevin R. Phelps, City Manager

Date _____

By *Michael Hughes*

Michael T. Hughes, Executive Director
A New Leaf, Incorporated

Date 6/3/2021 | 2:52 PM MST

ATTEST:

City Clerk

Approved as to form

City Attorney