

**AGREEMENT  
FOR  
THE MARICOPA FAMILY ADVOCACY CENTER**

THIS AGREEMENT (this "Agreement") is entered into as of the date of the last signature below, by and amongst the City of Maricopa, an Arizona municipal corporation ("Maricopa") and the signatories hereto referred to herein individually as a "Partnering Agency" and collectively as the "Partnering Agencies"), for the design, construction and operation of the Maricopa Family Advocacy Center (the "Center").

**RECITALS**

A. At present, the number of reported child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases in Maricopa, Pinal County and the surrounding areas is increasing, representing a continuing threat to the mental, physical, emotional welfare and safety of the victims within the corporate limits of Maricopa, Pinal and within the surrounding areas.

B. Despite the Partnering Agencies' best efforts to protect victims, the current systems used by the Partnering Agencies often cannot meet many victims' needs.

C. Each Partnering Agency currently implements a system that is designed for and oriented to all victims of these crimes, but which has few provisions tailored to the specific needs of individual victims. The advocacy system is designed to reduce trauma associated with crimes of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases by consolidating interviews, streamlining communication and coordination between agencies, providing specialized interviewing techniques and providing forensic medical exams.

D. The Partnering Agencies believe that they can improve services provided to victims of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence by the creation, development and implementation of a multi-disciplinary team approach in the investigation, assessment, referral for prosecution and medical and therapeutic treatment involving child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases.

E. Each of the Partnering Agencies shall have specific responsibilities with regard to the investigation, assessment, medical treatment, and prosecution of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases.

F. The multi-disciplinary team approach, through the institution of the Center, will serve to enhance the individual efforts of each Partnering Agency.

G. The Partnering Agencies are authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and their governing documents.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnering Agencies agree as follows:

1. Purpose and Intent of Agreement.

1.1 The Partnering Agencies intend to develop, own and manage the Center for use by the Partnering Agencies to provide on-site agency collaboration through the use of the multi-disciplinary team approach in prevention, investigation, assessment, protection, referral for prosecution and treatment of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases.

1.2 This Agreement provides for the operation and funding of the Center and supersedes any and all agreements previously entered into for the operation of the Center.

1.3 Maricopa shall act as the overall day-to-day manager of the Center subject to the guidance of the Steering Committee (as defined in Subsection 5.1 below).

2. Term. This Agreement shall remain in full force and effect until \_\_\_\_\_, 20\_\_ (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for successive three-year terms (each a "Renewal Term") thereafter until the Partnering Agencies terminate this Agreement pursuant to the terms and conditions contained herein. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. Finances. Each Partnering Agency shall contribute toward the annual operating, maintenance and repair cost of the Center ("O&M Costs"), as more fully set forth herein.

3.1 Budget. The Criminal Investigations Division Lieutenant or his designee (as set forth in Subsection 5.2 below) and the assigned Maricopa Police Department employee will develop an estimated annual Center operations and maintenance budget for review by the Partnering Agencies by November 15th of each year. The Steering Committee shall adopt and approve a final operations and maintenance budget for the following fiscal year, no later than February 1st of the current fiscal year. The operations and maintenance budget shall include all annual operating, maintenance, and repair costs for the Center, including, but not limited to, (A) authorized personnel salaries and benefits, (B) services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies, contractual services, (C) expenditures related to repair and maintenance of the Center facility, (D) liability insurance as provided in Section 7.4 below and (E) all other expenditures approved by the Steering Committee (the "O&M Budget").

3.2 Partnering Agency Obligations. Each Partnering Agency shall bear, at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partnering Agency (i.e., Partnering Agency provided office furniture and equipment used by the respective Partnering Agency). Each Partnering Agency will acquire, hold or dispose of the personal property housed at the Center and necessary to operate its respective portion of the Center (i.e. computers, printers, etc.).

3.3 Center Fund. All Center accounts are subject to oversight and control of the Steering Committee. Maricopa will administer the financial activities of the Center as a revenue fund (the "Center Fund") in accordance with generally accepted accounting principles. All monies received by the Center, including each Partnering Agencies' proportionate share of the O&M Costs, shall be deposited into the Center Fund. Expenditures from the Center Fund over \$5,000 require the approval of the Steering Committee. The Center Fund will receive and separately account for all income belonging to the Center, including outside rental income, if any. All monies not expended in the Center Fund will remain the property of the Center Fund and roll forward into the next fiscal year for expenditure in accordance with the provisions herein. Any interest earned on the monies in the Center Fund, after deducting applicable bank charges, must be credited to this Center Fund. Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Partnering Agencies.

3.4 Joint Use Purchases. All property items (i.e. furniture, equipment, supplies and furnishings) authorized by the Steering Committee to be jointly purchased for use by the Partnering Agencies shall be considered "Joint Use Items." The cost for Joint Use Items shall be shared equally by the Partnering Agencies and shall be paid for out of the Center Fund. All Joint Use Items shall be considered property of the Center and shall not be removed from the Center by a Partnering Agency. Maricopa, as the day-to-day operator of the Center, shall not dispose of or otherwise convert any such Joint Use Items without the consent of the Steering Committee. Subject to the termination provisions set forth in Section 10 below, all Joint Use Items shall be held by Maricopa for the benefit of and use by all Partnering Agencies.

3.5 Reimbursement. Each Partnering Agency shall reimburse the Center for the costs of repair of damage to the Center beyond ordinary wear and tear, caused by the Partnering Agency. The Criminal Investigations Division Lieutenant or his designee shall (A) determine the costs of repair and a preliminary determination as to whether such repairs are beyond ordinary wear and tear and (B) report such determinations to the Steering Committee, which shall be the final decision as to whether the costs are to be assessed to a Partnering Agency. In the event that the Steering Committee disagrees with the Criminal Investigations Division Lieutenant or his designee's determination, the costs shall be paid from the Center Fund. This provision does not apply to claims covered under any property coverage or insurance.

3.6 Invoices. Maricopa, acting by and through the Criminal Investigations Division Lieutenant or his designee, shall invoice each Partnering Agency at least annually for its proportionate share of O&M Costs, by January 1st for each following fiscal year. For purposes of municipal budgeting and planning purposes, an estimate of the proportionate share for the following

fiscal year will be provided to each Partnering Agency not later than February 1st of each year.

4. Center Location. Maricopa shall enter into a lease for a facility that is mutually agreeable to the Partnering Agencies, to house the Center and shall be responsible for all necessary payments related thereto.

5. Center Governance.

5.1 Steering Committee. The Steering Committee is hereby established by this Agreement and shall serve as the governing body of the Center. The Steering Committee shall consist of the Maricopa Police Chief and those Partnering Agencies providing financial contributions (the "Steering Committee").

A. Chairperson. During FY 2017-2018, the Maricopa Police Chief shall serve as chairman of the Steering Committee. Thereafter, at the first meeting of each fiscal year (July 1 through June 30), the Steering Committee shall appoint a representative of Maricopa to the chairperson position.

B. Responsibilities. As the governing body of the Center, the Steering Committee shall (1) review and approve any capital improvement plan for the Center, (2) review and approve the annual Center O&M Budget for the period July 1 through June 30 or portion thereof for each year of operation, by February 1st for the following fiscal year, (3) review and approve the Center Operations Manual, and any amendments thereto, (4) review and approve donations to the Center and (5) conduct all other duties and responsibilities necessary for the operation of the Center.

C. Meetings. The Steering Committee will meet as necessary, but not less than quarterly. Meetings will be scheduled on not less than 30 days' written notice to each Partnering Agency, except upon consent of all of the members of the Steering Committee. The Criminal Investigations Division Lieutenant or his designee will attend Steering Committee meetings as a non-voting member. Steering Committee members may appoint alternates who may attend Steering Committee meetings but who shall not have a vote except in the absence of the respective Steering Committee member. The Criminal Investigations Division Lieutenant or his designee shall develop the meeting agenda, preside at and conduct all meetings of the Steering Committee. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members.

D. Voting Authority. Members of the Steering Committee shall vote on all items on the basis of one vote per Steering Committee member. Except in the case of a tie, in which the Steering Committee Chairman will have two votes. In the case of the absence of a Steering Committee member, an appointed alternate shall have the right to vote on behalf of the respective Partnering Agency. A Steering Committee member may not designate another Steering Committee member to be his proxy for voting purposes. Before any action or decision of the Steering Committee is taken or made, the members present shall have the opportunity to discuss their respective Partnering Agency's positions or opinions on matters before the Steering Committee.

5.2 Criminal Investigations Division Lieutenant. The Criminal Investigations

Division Lieutenant or his designee referenced herein shall be a Maricopa employee. The Steering Committee may make recommendations to Maricopa regarding the Criminal Investigations Division Lieutenant or his designee's performance at the time when Maricopa is preparing to conduct their evaluation. Maricopa agrees to consider the Steering Committee's recommendations in conducting the performance evaluation and, in addition, Maricopa may use additional criteria in evaluating the Criminal Investigations Division Lieutenant or his designee's performance for the year.

A. Responsibilities. The Criminal Investigations Division Lieutenant or his designee will be primarily responsible for implementing the decisions of the Steering Committee and for overseeing the day-to-day operations of the Center. Through the Steering Committee's annual review and approval of the annual budget for the Center, the Steering Committee will establish priorities for the Criminal Investigations Division Lieutenant or his designee for the upcoming year as they relate to the Center.

B. Center Operations. Maricopa, acting by and through the Criminal Investigations Division Lieutenant or his designee, shall serve as the day-to-day manager of the Center. The Criminal Investigations Division Lieutenant or his designee shall have the responsibility to maintain the Center in good condition and repair as outlined in the lease agreement and for overseeing the maintenance and repair of the Center by the property owner. Maricopa shall develop facility management contracts with vendors and oversee the procurement of emergency repairs for the Center, as required. Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities and grounds from further damage and to keep the Center functional. The Criminal Investigations Division Lieutenant or his designee along with the Maricopa Police Department Budget Manager shall establish and maintain accounts and records, including personnel, property, financial, project management, and other records as required by Maricopa and consistent with generally accepted accounting principles to ensure proper accounting for all ongoing operating and maintenance costs.

C. Operations Manual. The Criminal Investigations Division Lieutenant or his designee will develop an operations manual to be submitted to the Steering Committee for review and approval. The operations manual will address matters relating to (1) scheduling procedures, (2) policies, procedures and practices for day-to-day (or otherwise necessary and beneficial to the) operations of the Center, (3) the staffing and organizational structure of the Center, (4) policies, procedures, practices, terms and rental fees, if any, for use of the Center by non-participating agencies, (5) Partnering Agency responsibilities when using the Center, (6) general guidance for the Criminal Investigations Division Lieutenant or his designee's professional operation and management of the Center and (7) any other matters deemed necessary or beneficial by the Criminal Investigations Division Lieutenant or his designee and Steering Committee (the "Center Operations Manual").

D. Quarterly Reports. The Criminal Investigations Division Lieutenant or his designee shall provide each Partnering Agency with a quarterly update outlining each Partnering Agency's usage for the quarter and cumulative total for the current year. The quarterly update shall include usage from Partnering and non-partnering agencies, as well as information related to the administration, leadership, budget, donations, personnel, training and community

outreach conducted during the quarter. Quarterly updates shall be presented to the Steering Committee for approval.

6. Indemnification. To the fullest extent permitted by law, each Partnering Agency (each, an "Indemnitor") shall indemnify, defend and hold harmless the Center and each other Partnering Agency and each council member, officer, employee or agent thereof (each Partnering Agency and any such person being herein called an "Indemnitee") for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any Indemnitee may become subject under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Indemnitor, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement.

6.1 Comparative Negligence. In the event of any lawsuit that names the Center or more than one Partnering Agency as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

7. Insurance.

7.1 General Insurance Requirements. The Partnering Agencies mutually agree to provide for their respective financial responsibilities relating to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.

7.2 Workers' Compensation Insurance. The Partnering Agencies agree that they are not joint employers for the purpose of workers compensation coverage and that any Partnering Agency employee assigned to the Center shall remain an employee of such Partnering Agency. To the extent that employees of one Partnering Agency perform duties on behalf of another Partnering Agency, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Partnering Agency shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation.

7.3 Non-Partnering Agency Insurance. The Criminal Investigations Division Lieutenant or his designee shall secure and maintain indemnification and proper proof of insurance coverage from any non-partnering agency assigning individuals to the Center.

7.4 Center Insurance. The Criminal Investigations Division Lieutenant or his designee shall make provision for and maintain all standard and prudent liability insurance coverage with a deductible in an amount equal to the mandatory arbitration limit as set by the Pinal County Superior Court. Coverage shall be secured through the placement of coverage with a third party insurer. All costs of coverage will be incorporated into the Center O&M Budget, and will be divided equally between the Partnering Agencies on an annual basis. This Section shall be limited to the extent provided for in the contract for insurance secured through a third party insurer.

7.5 Settlement Procedures and Authority. In the event a liability claim or lawsuit is filed against the Center or all of the Partnering Agencies related to the use and operation of the Center, there shall be a meeting between the risk managers and attorneys from each Partnering Agency to discuss how best to address the claim or lawsuit. Should the parties agree to settle any claim or lawsuit against the Center, the risk managers and attorneys will make such a recommendation to their respective governing body. The authority for the settlement of any claim or lawsuit against the Center or all of the Partnering Agencies shall lay with the governing body of each Partnering Agency and shall be provided for by funds allocated among the Partnering Agencies, whether such funds are available through the O&M Budget or additional contributions from the Partnering Agencies are required. Except to the extent provided for in the contract for insurance secured through a third party insurer, the authority to settle any claim or lawsuit arising out of or in connection with the use or operation of the Center made against an individual Partnering Agency or some of the Partnering Agencies not amounting to all of the Partnering Agencies shall lay with the individual Partnering Agency or Agencies in accordance with any governing legal authorities applicable to such Partnering Agency or Agencies, as the case may be.

8. Amendments. Prior to processing an amendment to this Agreement, a recommendation shall be provided by the Criminal Investigations Division Lieutenant or his designee and forwarded to the Steering Committee for approval. To be effective, any modification of this Agreement must be in writing, signed by the parties and approved by their respective governing bodies. The addition of any new Partnering Agency shall constitute an amendment to this Agreement and shall be processed pursuant to this Section 8.

9. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Partnering Agencies with respect to its subject matter hereof, and all agreements, whether oral or written, entered into prior to this Agreement with respect to the subject matter hereof are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Partnering Agencies except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement 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 Agreement. The Partnering Agencies 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 Agreement.

## 10. Termination of Agreement.

10.1 Voluntary Termination. A Partnering Agency may terminate its participation in this Agreement by providing not less than 60 days written notice of the intent to terminate the Agreement to the other Partnering Agencies. A Partnering Agency terminating this Agreement as provided herein shall forfeit (A) any contribution made to the annual operating, maintenance, and repair costs referenced in Section 3 of this Agreement, (B) any contributions made toward the acquisition of, or any interest in, the Joint Use Items and (C) any interest in the donation(s) made to the Center pursuant to Section 13 below.

10.2 Involuntary Termination. The failure of any Partnering Agency to adhere to the terms and conditions of this Agreement, including timely payment of fees due, may constitute grounds for that Partnering Agency's involuntary termination from participation in the Center. A Partnering Agency in breach of any of the terms of this Agreement ("Breaching Party") must be notified in writing by the Criminal Investigations Division Lieutenant or his designee that, unless it comes into compliance within 30 days of receipt of the written notice, its participation in the Center may be involuntarily terminated. If the Breaching Party fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Steering Committee. The Steering Committee will provide the Breaching Party an opportunity to appear before it and to show why its participation in the Center should not be involuntarily terminated. The failure of the Breaching Party to appear shall constitute a waiver of any future right to do so. Upon unanimous agreement of the Partnering Agencies not in default, the Steering Committee will notify the Breaching Party in writing that its participation in the Center is terminated and that it will forfeit any claim to any Center assets. Maricopa retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other Partnering Agencies. A Partnering Agency terminated for late or non-payment forfeits any claim to any Center assets, Center contributions or use of the Center.

10.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. A Partnering Agency may cancel this Agreement without penalty or further obligations by the Partnering Agency or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Partnering Agency or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

10.4 Gratuities. A Partnering Agency may, by written notice to the other Partnering Agencies, cancel this Agreement if it is found by the Partnering Agency that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Partnering Agencies or any agent or representative of the Partnering Agencies to any officer, agent or employee of the Partnering Agencies for the purpose of securing this Agreement. In the event this Agreement is canceled by a Partnering Agency pursuant to this provision, the Partnering Agency shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Partnering Agencies an amount equal to 150% of the gratuity.



11. Assignment. A Partnering Agency may fully assign its rights and obligations under this Agreement as provided herein. No partial assignment of a Partnering Agency's rights and obligations hereunder shall be permitted. The assigning Partnering Agency's rights and obligations hereunder may only be assigned by a written instrument, approved by the respective governing bodies of the departing Partnering Agency and the remaining Partnering Agencies, expressly assigning such rights, and approved by the governing body of the new Partnering Agency, specifically assuming such rights and obligations. Upon approval of an assignment and assumption hereunder, the assigning Partnering Agency's rights and obligations hereunder shall terminate.

12. Applicable Law; Venue. In the performance of this Agreement, all Partnering Agencies to the Agreement shall abide by and conform to any and all laws of the United States, the State of Arizona, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Pinal County, Arizona.

13. Donations to the Center. Maricopa is authorized to accept donations on behalf of the Center. The Partnering Agencies will direct all inquiries regarding potential donations to the Center to the Criminal Investigations Division Lieutenant or his designee, who will have the primary responsibility for negotiating the terms of each potential donation. The Criminal Investigations Division Lieutenant or his designee will inform the Steering Committee of the details of the offered donations. The Steering Committee will have the discretion to accept or reject proposed donations provided that the Steering Committee will reject any offered donation which, in the Steering Committee's sole discretion, (i) would negatively affect the Center's reputation, (ii) include designated uses for the donation specified by the potential donor that are inconsistent with the purposes of the Center, (iii) are from a potential donor who lacks the authority or mental capacity to make the donation, or (iv) subject to subsection 13.3, where the donated property is not capable of being promptly and easily converted to cash or a cash equivalent. Once the Steering Committee has accepted a proposed donation pursuant to subsection 13.4 below, the Criminal Investigations Division Lieutenant or his designee will cause the donor to execute a Maricopa Family Advocacy Center Gift Agreement ("Gift Agreement"), substantially in the form attached hereto as Exhibit A, for donations with a value of \$1,000.00 or more. The Criminal Investigations Division Lieutenant or his designee will cause the donor to execute the Maricopa Charitable Donation Receipt, attached hereto as Exhibit B, for donations with a value of less than \$1,000.00. Maricopa shall maintain a system to hold, account for and distribute such donations. All donations of property other than cash, or cash equivalents may be accepted by Maricopa on behalf of the Center subject to the provisions herein.

13.1 Real Property. Maricopa may accept donations of real property on behalf of the Center. Real property donations will be accepted according to Maricopa's established practice for the acquisition of real property. The Criminal Investigations Division Lieutenant or his designee shall forward all inquiries regarding the donation of real property to the Maricopa City Manager.

13.2 Personal Property. Maricopa may accept gifts of personal property on behalf

of the Center subject to the following conditions:

A. Steering Committee Determination. Subject to subsection 13.3 below, Maricopa will not accept donations of personal property unless the Steering Committee believes the property may be of value to or used by the Center.

B. Live Property; Special Facilities. Maricopa will not accept live property, nor will Maricopa accept any property requiring special facilities or security.

13.3 Disposition of Donated Property. Unless the Steering Committee determines that the retention of donated property would further the purposes of the Center, the Steering Committee will direct the Criminal Investigations Division Lieutenant or his designee to promptly sell, or cause to be sold, all donated property, which sale shall be conducted according to the Maricopa Procurement Code and any applicable laws and regulations. The Criminal Investigations Division Lieutenant or his designee will treat the proceeds from such sales as a cash donation under subsection 13.5. Maricopa will not accept a donation under circumstances that obligate Maricopa to own such donated property for a definite term or in perpetuity. The Criminal Investigations Division Lieutenant or his designee, the Steering Committee, and the Partnering Agencies shall not make any representation to any donor or potential donor that property will or will not be held by the Center for a specific period of time.

13.4 IRS Donation Forms. When appropriate, the Criminal Investigations Division Lieutenant or his designee will assist the appropriate Maricopa staff member in preparation and execution of an IRS Form 8283, Non-Cash Charitable Contributions, when presented by the donor for signature. A qualified appraisal must be attached to IRS Form 8283. When appropriate, the Criminal Investigations Division Lieutenant or his designee will assist the appropriate Maricopa staff member in preparation and filing of an IRS Form 8282, Donee Information Return, with the Internal Revenue Service promptly after the sale of donated property.

13.5 Cash Donations; Proceeds from Donated Property. Maricopa will deposit into the Center Fund all donations made in cash, by check or by credit card, and all proceeds from the sale of property donations. All checks must be made payable to "City of Maricopa."

13.6 Use of Donated Property. All donations made to Maricopa on behalf of the Center will be used in accordance with the desires of each donor, if specified by the donor in the Gift Agreement, but in any event, for the exclusive benefit, and to satisfy the purposes, of the Center. Except as otherwise stated in this subsection 13.6, (A) the Steering Committee will have the sole authority to direct the Criminal Investigations Division Lieutenant or his designee concerning the use of each donation which is equal to or less than \$25,000 and (B) the Steering Committee shall make a recommendation to the Partnering Agencies, who will jointly direct the Criminal Investigations Division Lieutenant or his designee concerning the use of each donation which is in excess of \$25,000. The Manager of each of the Partnering Agencies, or his/her designee, is authorized to give final approval on behalf of his/her respective Partnering Agency with respect to this subsection 13.6. The Criminal Investigations Division Lieutenant or his designee will be primarily responsible for implementing the decisions of the Steering Committee or the decisions of the Steering Committee

and the Partnering Agencies, as the case may be.

13.7 Donor Identity. All information concerning the identity of a donor will be considered information subject to disclosure in accordance with the Arizona Public Records Law. If a donor requests that his/her identity remain confidential, to the extent permitted by law, Maricopa will attempt to prohibit and or limit the disclosure of such information.

13.8 Tax Implications. The Criminal Investigations Division Lieutenant or his designee will advise all donors and prospective donors to seek independent legal and tax advice regarding all aspects of their proposed donations. The Criminal Investigations Division Lieutenant or his designee, the Steering Committee and the Partnering Agencies shall not make any representation to any donor or potential donor regarding the state or federal tax treatment of any donation to Maricopa on behalf of the Center. The Steering Committee will consult with a tax advisor to ensure that the Center's acceptance of donations complies with state and federal tax law.

13.9 Legal Documentation. The Criminal Investigations Division Lieutenant or his designee is not authorized to execute any agreement, contract, trust or other legal document pertaining to a donation to the Center. All such agreements, contracts, trusts or legal documents shall be approved by Maricopa's City Manager after review by the Maricopa City Attorney.

14. Miscellaneous.

14.1 Relationship of Partnering Agencies. Each Partnering Agency to the Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the others. Each Partnering Agency shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person, (including, but not limited to, the Criminal Investigations Division Lieutenant or his designee) or entity not a party to this Agreement.

14.2 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement 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 Agreement will promptly be physically amended to make such insertion or correction.

14.3 Severability. The provisions of this Agreement 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 Agreement which may remain in effect without the invalid provision or application.

14.4 Waiver. Failure of any Partnering Agency to exercise any right or option

arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14.5 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

14.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement 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 or (C) given to a recognized and reputable overnight delivery service to the address set forth in Exhibit C 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 or (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. 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.

14.7 Agreement Subject to Appropriation. The performance by each Partnering Agency to this Agreement of its respective obligations under the Agreement is subject to actual availability of funds appropriated by each Partnering Agency for such purposes. Each Partnering Agency to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each Partnering Agency shall keep the other Partnering Agencies fully informed as to the availability of funds for its obligations. The obligation of each Partnering Agency to fund any obligation pursuant to the Agreement is a current expense of such Partnering Agency, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Partnering Agency. If the governing body of a Partnering Agency fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate with respect to that Partnering Agency at the end of the then-current fiscal year and such Partnering Agency shall thereafter be relieved of any subsequent obligation under the Agreement. The Agreement will remain in full effect for the remaining Partnering Agencies to the Agreement.

14.8 E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Partnering Agencies and their respective 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). The Partnering Agencies' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The Partnering Agencies each retain the legal right to randomly inspect the papers and records of each

other Partnering Agency and each other Partnering Agencies' subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Partnering Agencies warrant to keep their respective papers and records open for random inspection during normal business hours by each other Partnering Agency. The Partnering Agencies and their respective subcontractors shall cooperate with each other Partnering Agencies' random inspections including granting the inspecting Partnering Agency entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

14.9 Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Partnering Agency certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or 35-393, as applicable. If it is determined by a court of competent jurisdiction that a Partnering Agency submitted a false certification, that Partnering Agency's participation in this Agreement shall terminate without any further action by any other Partnering Agency. This Agreement will remain in full force and effect with respect to the remaining Partnering Agencies.

IN WITNESS WHEREOF, the Partnering Agencies have executed this Agreement on the dates of their respective signatures written below.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF MARICOPA, an Arizona  
municipal corporation

---

Christian Price, Mayor

ATTEST:

---

Vanessa Bueras, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S. §11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

---

City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**EXHIBIT A**

**Gift Agreement**

## GIFT AGREEMENT

THIS GIFT AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 201\_\_\_\_, by and between the City of Maricopa ("Maricopa"), an Arizona municipal corporation, and the following donor ("Donor"):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Other Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Maricopa serves as the day-to-day manager for the Maricopa Family Advocacy Center (the "Center").

The Center gratefully acknowledges Donor's thoughtful generosity in assisting the Center to fulfill its mission to prevent, protect and treat victims of sexual or physical abuse and victims of domestic violence (the "Mission").

1. Cash Gift Pledge. Donor hereby agrees to make a cash gift to the Center in the amount of \$ \_\_\_\_\_. Donor agrees to pay this cash pledge in full on or before the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, in the following manner (please complete all that apply):

- by \$ \_\_\_\_\_ cash enclosed;
- by \$ \_\_\_\_\_ check enclosed, made payable to "City of Maricopa";
- by \$ \_\_\_\_\_ credit card charge as follows:

Visa     MasterCard     American Express     Discover

Credit Card No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_      3-Digit Code: \_\_\_\_\_

- by \$ \_\_\_\_\_ cash or check in the following payments:

Regular Payments of \$ \_\_\_\_\_ each:

Monthly beginning on \_\_\_\_\_, 201\_\_\_\_

Quarterly beginning on \_\_\_\_\_, 201\_\_\_\_

Semi-annually beginning on \_\_\_\_\_, 201\_\_\_\_

Annually beginning on \_\_\_\_\_, 201\_\_\_\_



OR

Modified Payment Schedule:

1<sup>st</sup> payment of \$ \_\_\_\_\_ on \_\_\_\_\_, 2 \_\_\_\_\_  
2<sup>nd</sup> payment of \$ \_\_\_\_\_ on \_\_\_\_\_, 2 \_\_\_\_\_  
3<sup>rd</sup> payment of \$ \_\_\_\_\_ on \_\_\_\_\_, 2 \_\_\_\_\_  
4<sup>th</sup> payment of \$ \_\_\_\_\_ on \_\_\_\_\_, 2 \_\_\_\_\_

by bequest or other planned gift in the amount of \$ \_\_\_\_\_, as follows:

\_\_\_\_\_  
\_\_\_\_\_

Recognizing that the Center is relying upon Donor's commitment in order to continue to carry out its Mission, and acknowledging the importance of the timeliness of such payments, Donor agrees to consult with the Center in the event it is deemed necessary or advisable to modify the above payment schedule.

2. Personal Property Gift Pledge. Donor hereby agrees to make a gift to the Center of personal property described as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

3. Further Assurances. Maricopa and Donor each agrees to perform all further acts and to execute, acknowledge and deliver any additional documents or instruments that are necessary to carry out the provisions of this Agreement.

4. Representations and Warranties. Donor represents and warrants that:

(i) Authorization. All actions on the part of Donor which are required for the execution, delivery and performance by Donor of this Agreement have been duly and effectively taken. Donor has full power and authority to enter into and perform its obligations under this Agreement. The person(s) executing this Agreement on behalf of Donor have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transaction contemplated hereby.

(ii) Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of Donor, enforceable against Donor in accordance with its terms.

(iii) Title. Donor has good title to all property being donated pursuant to this Agreement and, upon execution of this Agreement; Maricopa shall have and receive good and marketable title to the donated property free and clear of any liens.

(iv) No Other Agreement. Donor has not entered into, there is not existing as of the date of this Agreement, and Donor covenants that it shall not hereafter enter into, any other agreement, written or oral, under which Donor is obligated to donate, sell or lease to any third party the property being donated pursuant to this Agreement.

(v) Litigation. Donor has no knowledge of any pending or threatened condemnation or similar proceeding affecting the property being donated pursuant to this Agreement or any portion thereof.

5. Permitted Purposes. Donor acknowledges that Maricopa will make use of Donor's gift for the Center's benefit to further its Mission. Donor may specify below one or more purposes for use of the gift, provided that such purpose(s) are consistent with the Center's Mission, which the Center shall determine in its sole discretion. Unless otherwise specified below, the Center shall have the sole discretion to determine the use of the gift in accordance with the Mission and the Center's governing documents.

I desire that my gift be used for the following purpose(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Donor Recognition. All information concerning the identity of the Donor and information regarding the gift made by Donor will be considered information subject to disclosure in accordance with the Arizona Public Records Law. If Donor requests that his/her identity and gift amount(s) remain confidential, to the extent permitted by law, the Center will attempt to prohibit and or limit the disclosure of such information. If Donor desires to keep his/her identity and gift information confidential, please indicate so by checking the box below:

Donor requests that the Center, to the extent permitted by law, keep the Donor's identity and information regarding any gift confidential.

7. Tax Treatment. THE CENTER MAKES NO REPRESENTATIONS TO DONOR WITH RESPECT TO THE STATE OR FEDERAL TAX TREATMENT OF DONOR'S GIFT. DONOR IS ADVISED TO SEEK THE ADVICE OF DONOR'S ATTORNEY AND TAX ADVISOR REGARDING ALL ASPECTS OF DONOR'S GIFT.

8. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of law principles and any suit pertaining to this Agreement may be brought only in courts in Pinal County, Arizona.

9. Entire Agreement; Amendments. The parties understand and agree that this Agreement (i) sets forth the entire agreement between the parties with respect to Donor's gift; (ii) supersedes all prior discussions, agreements and understandings, whether written or oral, relating to the subject matter hereof; (iii) may be amended or modified only by a subsequent writing which is signed by both parties; and (iv) is binding upon Donor and the Center, and their respective heirs, personal representatives and successors.

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

[SIGNATURES ON FOLLOWING PAGES]

CITY OF MARICOPA, an Arizona  
municipal corporation

\_\_\_\_\_  
Christian Price, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa Bueras, City Clerk

\_\_\_\_\_  
Denis Fitzgibbons, City Attorney

STATE OF ARIZONA        )  
  ) ss  
County of Pinal            )

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Christian Price, who acknowledged before me that he is the Mayor of the City of Maricopa, and that he, in such capacity, being authorized so to do, signed the foregoing instrument, on behalf of Maricopa.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DONOR

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, who acknowledged before me that he is the \_\_\_\_\_ of \_\_\_\_\_, and that he, in such capacity, being authorized so to do, signed the foregoing instrument, on behalf of the Donor.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT B**

**Charitable Donation Receipt**

# Charitable Donation Receipt

Donor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*please contact me about further donation opportunities with the City.*

Amount of cash contribution: \$ \_\_\_\_\_ Value of donated property: \$

\_\_\_\_\_

*(Must be estimated by donor)*

Description of donated property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I \_\_\_\_\_ acknowledge receipt of the  
aforementioned donation and I state that the City of Maricopa has not provided any  
goods or services to the donor in return for the contribution.

\_\_\_\_\_  
Signature of Maricopa Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

*(In order for this form to be valid it must have two signatures.)*

THE CITY OF MARICOPA MAKES NO REPRESENTATIONS TO DONOR WITH  
RESPECT TO THE STATE OR FEDERAL INCOME TAX TREATMENT OF DONOR'S  
GIFT. DONOR IS ADVISED TO SEEK THE ADVICE OF DONOR'S ATTORNEY AND  
TAX ADVISOR REGARDING ALL ASPECTS OF DONOR'S GIFT.

**EXHIBIT C**  
**Notices**

If to the City of Maricopa:

Notice to: City of Maricopa  
39700 W Civic Center Plaza  
Maricopa, AZ 85138  
Attn: Gregory Rose, City Manager

With copy to: Fitzgibbons Law Offices, PLC  
1115 E Cottonwood Lane, Suite 150  
Casa Grande, AZ 85122  
Attn: Denis Fitzgibbons, City Attorney

If to the Community Alliance Against Family Abuse:

Notice to: CAAFA  
c/o Dorian Townsend, PhD  
P.O. Box 3778  
Apache Junction, AZ 85117