

**INTERGOVERNMENTAL AGREEMENT  
FOR THE MARICOPA FAMILY ADVOCACY CENTER  
BETWEEN PINAL COUNTY AND CITY OF MARICOPA**

This INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **PINAL COUNTY**, a political subdivision of the State of Arizona (“**Pinal**”) and the **CITY OF MARICOPA**, a municipal corporation of the State of Arizona (“**Maricopa**”) for the management and control of the Maricopa Family Advocacy Center. **Pinal** and **Maricopa** are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, Maricopa presently operates the Maricopa Family Advocacy Center to provide victims of violence and neglect services through a collaboration of connected professionals (“**FAC**” or “**Facility**”); and

**WHEREAS**, the Parties desire to improve the quality, efficiency, and breadth of investigative and abuse-victim aid services to citizens served by the Parties and it is economically and operationally advantageous for the Parties to house a multi-disciplinary team dedicated to investigating, prosecuting and providing services to victims of sexual and physical abuse routinely stemming from drug/alcohol or domestic violence situations; and

**WHEREAS**, the Parties believe that to increase the quality, efficiency, and breadth of investigative and abuse-victim aid services to citizens, management and oversight of the FAC shall be transferred from Maricopa to Pinal which operates similar facilities throughout Pinal County; and

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 *et seq.*

**AGREEMENT**

**NOW, THEREFORE**, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, do hereby agree as follows:

**I. PURPOSE AND INTENT**

The purpose of this Agreement is to transfer the operation, maintenance and staffing of the FAC from Maricopa to Pinal.

**II. MUTUAL OBLIGATIONS**

**A.** Under this Agreement **Pinal** agrees to:

- 1.** Manage the day-to-day operations, programming and services of the Facility for use by Pinal, Maricopa and other related agencies;
- 2.** Provide all staff, labor, programming and services necessary for the facility’s day-to-day use and operation as a family advocacy center, unless otherwise agreed to by the Parties, including doctors, nurses, therapists, as deemed necessary by Pinal;
- 3.** Provide all required maintenance for equipment conveyed from Maricopa to Pinal.

4. If the FAC remains at the current location after September 30, 2022, Pinal shall pay all rent and utility payments, maintenance, repair or modification costs necessary to meet and continue to meet applicable facility standards and requirements of Pinal at the FAC beginning October 1, 2022 and continuing thereafter until the termination of this Agreement.

However, if the FAC is relocated to a different facility/location at any time prior to October 1, 2022, then Pinal shall pay all rent and utility payments, maintenance, repair or modification costs of the new location/facility payments when such rent and utility payments, maintenance, repair or modification costs are incurred and continuing thereafter until the termination of this Agreement;

5. If feasible, provide Maricopa with a minimum of sixty (60) days' notice of anticipated relocation of the FAC. In the event that Pinal relocates the FAC, Pinal shall return the current location of the FAC to its prior condition—normal wear, tear and use excepted—within thirty (30) days after such relocation. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Pinal relocate the FAC outside the city limits of Maricopa for at least ten (10) years from the execution of this Agreement. The obligations under this Section II.A.5 shall survive the termination of this Agreement; and

**B. Under this Agreement Maricopa agrees to:**

1. Provide continuous access to the FAC, at the current location;
2. Convey all equipment, or suitable replacements, currently in use at the FAC prior to July 1, 2021, as described in **Exhibit "A"** attached hereto, at no cost to Pinal;
3. Allow use of CCTV DVR, software and video cameras, desk phones, computers and monitors while Pinal utilizes the current Facility.
4. Pay all rent and utilities for the FAC for the remainder of the lease, through September 30, 2022, or when the Facility is relocated, whichever is sooner. City shall not be liable for any rent or utility payments on or after September 30, 2022 unless otherwise agreed to by the Parties;
5. Reimburse Pinal for the salary and benefits of one victim advocate from the date the individual is hired by Pinal through June 30, 2022;
6. Provide the City of Maricopa internet connection, currently in use at the FAC, with access to Pinal County's datacenter. After Pinal vacates the current Facility, Maricopa will retain the network switch, wireless access point, badging system panel, CCTV DVR and software, desk phones, computers, and monitors; and
7. In coordination with Pinal, assign to Pinal or terminate all agreements for services currently being provided to or at the FAC.

**C. Open Communications.** Pinal and Maricopa shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Exhibit "B"**) to ensure the agreed upon facilities and services are provided and maintained throughout the term of this Agreement. Parties shall maintain open communication and cooperation regarding any needs arising out of this Agreement.

### **III. EFFECTIVE DATE AND DURATION**

- A. Initial Term.** Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 1<sup>st</sup> day of July, 2021 and shall remain in effect until the 30<sup>th</sup> day of June, 2022 ("Initial Term"). After the expiration of the Initial Term, the Agreement shall automatically

renew for successive one (1) year terms (each a “Renewal Term”), unless terminated in accordance with this Agreement.

**B. Termination.** Either Party may terminate this Agreement by providing ninety (90) days advance written notice of intent to terminate to the other Party as set forth in Section IX.A below.

1. Upon termination of this Agreement, if the FAC is still in its current location, Pinal agrees to remove any and all Pinal equipment and materials no later than thirty (30) days after termination.
2. Each Party agrees to return any and all equipment and/or materials in its control or possession to the owner-Party no later than thirty (30) days after termination.
3. If the FAC is still in its current location, Pinal agrees to return the Facility to its prior condition—normal wear, tear and use excepted—within sixty (60) days after termination.

#### **IV. SUPERVISION**

Pinal shall have sole supervisory authority over Pinal personnel, operations, services and materials; and Maricopa shall have sole supervisory authority over Maricopa personnel, operations, services and materials unless otherwise agreed to by the Parties.

#### **V. EQUIPMENT AND MATERIALS**

Except as provided herein, the Parties agree to avoid using the other Party’s materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis.

#### **VI. MODIFICATION**

This Agreement shall not be modified or extended except by a mutually signed written agreement.

#### **VII. INSURANCE**

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this Agreement. Each Party shall obtain and maintain at its own expense, during the entire term of this Agreement, the following type(s) and amounts of insurance:

- A. Commercial General Liability in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property damage;
- B. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- C. Worker's Compensation coverage, including employees' liability coverage, as required by law.

#### **VIII. INDEMNIFICATION AND JOINT DEFENSE**

A. To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection B below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. If applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

- B.** In the event that a claim, arising from or relating to the activities provided in this IGA, is made against any Party for acts or omissions of any of its employees or officers, it is the intent of the Parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
- C.** The obligations under Section VIII shall survive the termination of this Agreement.

## **IX. MISCELLANEOUS**

- A. NOTICES:** Except as otherwise provided in this Agreement, all notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

**If to Maricopa:** City of Maricopa  
39700 W Civic Center Plaza  
Maricopa, AZ 85138  
Attn: City Manager

**with Copy to:** City of Maricopa  
39700 W. Civic Center Plaza  
Maricopa, AZ 85138  
Attn: City Attorney

**If to Pinal:** Pinal County  
31 N. Pinal Street  
Florence, AZ 85132  
Attn: County Manager

**with Copy to:** Pinal County Attorney's Office  
30 N. Florence St.  
Florence, AZ 85132  
Attn: County Attorney

- B. RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party 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 or entity not a party to this Agreement.

- C. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- D. GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- E. NONASSIGNMENT:** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- F. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral regarding the management and operations of the FAC. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- G. SEVERABILITY:** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- H. CONFLICTS OF INTEREST:** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- I. OTHER DUTIES IMPOSED BY LAW:** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- J. COMPLIANCE WITH CIVIL RIGHTS:** The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- K. E-VERIFY, RECORDS AND AUDITS:** To the extent applicable under A.R.S. § 41-4401, the Parties 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 Parties' 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 Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- L. ISRAEL BOYCOTTS:** To the extent required by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. § 35-393 *et seq.*, each party is not currently engaged in, and for the

duration of this agreement will not engage in, a boycott of Israel.

- M. INTERPARTY DISPUTE RESOLUTION:** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- N. WORKER'S COMPENSATION:** Each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- O. COMPLIANCE WITH LAWS AND POLICIES:** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- P. NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- Q. HEADINGS:** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

*(signatures on following page)*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

**City of Maricopa**

**Pinal County**

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

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

Christian Price  
**Mayor**

Stephen Q. Miller  
**Chair, Board of Supervisors**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**CITY CLERK**

Attest: \_\_\_\_\_

**CLERK OF THE BOARD**

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

**James Hughes, Chief of Police**

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

**Kent Volkmer, Pinal County Attorney**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

**Approved as to form:**

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

Denis M. Fitzgibbons,  
**City Attorney**

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

Rodney States  
**Deputy County Attorney**

**EXHIBIT A**

<b>Item</b>	<b>Model</b>	<b>Serial Number</b>	<b>Estimate</b>
Whirlpool Washer	WTW4616FW2	C90423355	\$554
Whirlpool Dryer	WED4616FW0	M90101761	\$544
Everest Refrigeration	ESR2	BSR218070013	\$3176.62
Konica Minolta (copy machine)	FS-536	A87GWYE00651	\$2900
Whirlpool refrigerator	WRT111SFDW04	VS84693453	\$549
Emerson 900watt microwave	MW9255B	801002028MM	\$79
Canon Camera	CMIT-2015DJ5226	CCAB15LP4150T4	\$483
Vital Signs Monitor	M3A	260760-M18A08590082-01	\$3227
Surgical Examination light	JD1500	M060618GZQ-03010	\$198
Ritter brand exam bed	224-002	V2072680	\$5617
Dry-fast swab dryer	unknown	unknown	\$240
Centrifuge XC-1000		C&AT710206058	\$209
Brewer Access exam table	5000/5001		\$1714
Healthweigh Rice lake scale	H150-10-5	090318C179041	\$395
Brother brand printer	HL-31C	U63478E6J466276	\$150
Epson scanner	J381A	X2HJ087301	\$329
Samsung TV	40 inch		\$150
Brother brand printer	MFC-9330CDW	U63480G8J967662	\$1191
Epson	J341A	SQWZ126632	\$344
(4) Madison Park gray FI chairs			\$1800
(2) Ashley furniture one drawer night stand			\$200
(2) L-shape desks		HLSLR2442LSWLSWGT1	\$400
(2) gray colored desks			\$600
(2) Dark blue lobby chairs			\$800
(2) light colored lobby chairs			\$400
Lobby Desk			\$200
Lobby couch			\$300
Office desk			\$200
L-shaped desk in volunteer's area			\$200

\*The above list is only an estimate, the items with model numbers were researched online to obtain an estimated price. The items without model numbers were given an estimate based on similar items online which were comparable by size and features.

**EXHIBIT B**  
**Point of Contact**

**If to the City of Maricopa:**

Pam O'Neal  
Detective  
Maricopa Police Department  
39675 W. Civic Center Plaza  
Maricopa, AZ 85138  
P: 520-251-3446  
E: [Pamela.ONeal@maricopa-az.gov](mailto:Pamela.ONeal@maricopa-az.gov)

**If to Pinal County:**

Melody Lenhardt  
Family Advocacy Center Manager  
Pinal County Attorney's Office  
P.O. Box 887  
Florence, AZ 85132-0887  
P: (520) 866-7029  
E: [melody.lenhardt@pinal.gov](mailto:melody.lenhardt@pinal.gov)