

**AGREEMENT
FOR
THE MARICOPA FAMILY ADVOCACY CENTER**

THIS AGREEMENT ("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") Pinal County, by and through the Pinal County Sheriff's Office ("PSCO"), the City of Casa Grande, an Arizona municipal corporation ("Casa Grande"), Dignity Health, a California non-profit corporation ("Dignity Health") Community Alliance Against Family Abuse, an Arizona non-profit corporation ("CAAF"), Winged Hope Family Advocacy Foundation, Inc., an Arizona non-profit corporation ("Winged Hope"), and such other social services agencies and public service entities as may join in the Center hereafter (each individually referred to herein as a "Partnering Agency" and collectively as the "Partnering Agencies") for the design, construction and operation of the Maricopa Family Advocacy Center (the "Center"). The Family Advocacy Center will be established, maintained and operated as a private, nonprofit incorporated agency or as a governmental entity pursuant to A.R.S. §§ 8-466 and 41-191.11.

RECITALS

A. At present, along with growing populations in these communities, the number of reported child and vulnerable adult sexual/physical abuse and domestic violence cases is increasing in Maricopa, Pinal County and the surrounding areas and the need for these services to the community and its law enforcement partners will only grow in the future.

B. 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 child victims of sexual and physical abuse routinely stemming from drug/alcohol or domestic violence situations.

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 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. Pursuant to the recently-enacted Family Advocacy Center provisions of 2017 Arizona Senate Bill 1107, the Center will be established, maintained and operated pursuant to terms and requirements of A.R.S. §§ 8-466 and 41-191.11 and will provide services through a multidisciplinary team that focus on victims, including evidence-based forensic interviews by trained personnel and necessary victim treatment and services pursuant to A.R.S. § 8-466(A)(2).

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 the _____ day of _____, 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 may be automatically renewed for successive three-year terms (each a "Renewal Term") thereafter by mutual written agreement of the parties no later than ninety (90) days prior to the expiration of the then-current term, 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, unless otherwise amended by mutual agreement as provided herein.

3. Finances. Unless otherwise agreed, each Partnering Agency shall contribute toward the annual operating, maintenance and repair cost of the Center ("O&M Costs"), its share as

more fully set forth below:

City of Casa Grande – not to exceed \$10,000 per each fiscal year that the City of Casa Grande is a Participating Agency

Pinal County Sheriff's Office – not to exceed \$10,000 per each fiscal year that the Pinal County Sheriff's Office is a Participating Agency

City of Maricopa – not to exceed \$10,000.00 per each fiscal year that the City of Maricopa is a Participating Agency.

Dignity Health - not to exceed \$10,000.00 per each fiscal year that Dignity Health is a Participating Agency.

CAAFAs – not to exceed \$5,000.00 per each fiscal year that CAAFA is a Participating Agency.

Winged Hope – not exceed \$10,000.00 of in kind services per each fiscal year that Winged Hope is a Participating Agency. Such services shall include, but not be limited to, constructions management, architecture and design services and fundraising.

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) services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies, contractual services, (B) expenditures related to repair and maintenance of the Center facility, (C) liability insurance as provided in Section 7.4 below and (D) all other expenditures approved by the Steering Committee (the "O&M Budget"). If the O&M Budget exceeds funds available pursuant to Section 3, additional amounts shall be funded as required by Section 3.6 of this Agreement.

3.2 Partnering Agency Obligations. In addition to its annual O&M Costs contribution, each Partnering Agency shall bear, at its own expense, the personnel, operating, repair, and maintenance costs incurred solely for the benefit of the respective Partnering Agency (i.e., Partnering Agency provided office furniture and equipment used by the respective Partnering Agency); provided, however, each Partnering Agency may allow the employees of the other Partnering Agency to use equipment owned by the Partnering Agency. Except for Joint Use Items (defined below) 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 and the Maricopa City Council, when applicable. Maricopa will administer the financial activities of the Center as a revenue fund (the "Center Fund") in accordance with generally accepted accounting principles and the City's applicable financial regulations and policies. All monies received by the Center, including each Partnering Agencies' contribution, as set forth in Section 3 herein, shall be deposited into the Center Fund. Expenditures from the Center Fund will be subject to the City of Maricopa's procurement codes and any expenditure over \$5,000 will also require the approval of the Steering Committee. Maricopa 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, but the City of Maricopa may not fail to authorize the expenditure of funds in the Center Fund if funds are in such account.

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 paid for out of the Center Fund and shall be subject to the City of Maricopa's procurement code and procedures. 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 contribution, as set forth in Section 3 herein, by January 1st for each following fiscal year. For purposes of municipal budgeting and planning purposes, an estimate of the contribution, not to exceed the amount of the Partnering Agency's contribution as set forth in Section 3, for the following fiscal year will be provided to each Partnering Agency not later than February 1st of each year. In the event the O & M Budget exceeds the total anticipated contributions, the Steering Committee shall determine whether the Partnering Agencies are willing make additional contributions or if there is funding available from other resources including, but not limited to, grants or donations. During the

first five (5) years of the Center's operation, if there remains a deficit after the Steering Committee evaluates these additional resources, the City of Maricopa will contribute the necessary amount to cover such deficit.

4. Center Location. Maricopa shall enter into a lease for a facility (the "Facility Lease"), 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 one representative from each Partnering Agency providing financial contributions (the "Steering Committee"). Each Partnering Agency shall choose their representative to serve on the Steering Committee. The Steering Committee is not appointed by the Partnering Agencies governing bodies and makes no recommendations to such governing bodies.

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) by February 1st of each year, review and approve the annual Center O&M Budget for the following period of July 1 through June 30 or portion thereof for each year of operation, , (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. In case of an emergency, the Chairperson shall have the authority to call a Steering Committee meeting with such notice to each Partnering Agency as is appropriate for the circumstances. 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 and 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 and 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 and Joint Defense

6.1 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 Agreement 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 6.1, the governmental parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Section 6.2 of this Agreement, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

6.2 The Participating Agencies when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Participating Agencies agree to have one lawyer jointly represent the defendants in the lawsuit. The governmental Participating Agencies 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**”). Each Participating Agencies acknowledges that it has received a copy of the MOU from either ACIP or AMRRP

6.3 The obligations under this Section 6 shall survive the termination of this Agreement

7. Insurance.

7.1 Partnering Agency Insurance. Each Partnering Agency 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 Participating Agency 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.

7.2 Interparty Dispute Resolution. If a dispute between the Partnering Agencies arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. 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.

8. Amendments. Prior to processing an amendment to this Agreement, a recommendation shall be provided to 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. Additional parties may request to become a Partnering Agency and may be permitted to participate upon the unanimous consent of all the then Participating Partnering Agencies. After such consent a counterpart signature page to this Agreement must be executed by an authorized officer of the requesting Participating Agency. Each additional party so admitted will be deemed to be a "Participating Agency" hereunder.

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 120 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 any Partnering Agency(ies) or any agent or representative of such Partnering Agency(ies) to any officer, agent or employee of any other Partnering Agency(ies) for the purpose of securing this Agreement. In the event this Agreement is canceled by a Partnering Agency pursuant to this provision, the canceling Partnering Agency shall be entitled, in addition to any other rights and remedies and to the extent permitted by law, to recover or withhold from the offending Partnering Agency(ies) 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. Subject to the discretion of the Steering Committee, and to the extent permitted by law, 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 the Parties. Each Party 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 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, (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 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.

14.10 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.

14.11 Compliance with Civil Rights and Employment Laws. 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. The Parties 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. 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.

14.12 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

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

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

PINAL COUNTY,
a Political Subdivision of the State of Arizona

PINAL COUNTY SHERIFF'S OFFICE

Stephen Miller
Chairman of the Pinal County Board of Supervisors

Mark Lamb
Pinal County Sheriff

ATTEST:

Sheri Cluff, Clerk of the Board of Supervisors

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.

Deputy County Attorney

CITY OF CASA GRANDE, an Arizona
municipal corporation

Craig McFarland, Mayor

ATTEST:

Gloria Leija, 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

DIGNITY HEALTH, a California
non-profit corporation

By: _____
Its: _____

COMMUNITY ALLIANCE AGAINST FAMILY ABUSE,
an Arizona non-profit corporation

By: _____
Its: _____

WINGED HOPE FAMILY ADVOCACY FOUNDATION, INC.,
an Arizona non-profit corporation

By: _____

Its: _____

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:

1st payment of \$ _____ on _____, 2_____
2nd payment of \$ _____ on _____, 2_____
3rd payment of \$ _____ on _____, 2_____
4th 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]

Name: _____

STATE OF _____)
) ss
County of _____)

Notary Public

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: 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 Pinal County:

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

With copy to: Pinal County
30 N. Florence St.
Florence, AZ 85132
Attn: County Attorney

If to the City of Casa Grande:

Notice to: City of Casa Grande
510 E. Florence Blvd.
Casa Grande, AZ 85122
Attn: City Manager

With copy to: City of Casa Grande
510 E. Florence Blvd.
Casa Grande, AZ 85122
Attn: City Attorney

If to Dignity Health:

Notice to: _____

Attn: _____

With copy to: _____

Attn: _____

If to the Community Alliance Against Family Abuse:

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

With copy to: _____

Attn: _____

If to Winged Hope Family Advocacy Foundation, Inc.:

Notice to: _____

Attn: _____

With copy to: _____

Attn: _____