

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
AMONG
CITY OF AVONDALE, CITY OF BUCKEYE,
CITY OF GOODYEAR, MARICOPA COUNTY
AND
ARIZONA DEPARTMENT OF CHILD SAFETY
TO
PROVIDE INTEGRATED SERVICES TO CHILDREN AND FAMILIES**

This Intergovernmental Agreement (this “Agreement”) is entered into as of the Effective Date, among the City of Avondale, an Arizona municipal corporation (“Avondale”), the City of Buckeye, an Arizona municipal corporation (“Buckeye”), the City of Goodyear, an Arizona municipal corporation (“Goodyear”) and Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff’s Office (“Maricopa”) and the State of Arizona, Department of Child Safety (“DCS”) to provide integrated services to children and families at the Southwest Family Advocacy Center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona 85395 (the “Center”). Avondale, Buckeye, Goodyear and Maricopa are collectively referred to herein as the “Partnering Agencies.”

RECITALS

WHEREAS, DCS is mandated pursuant to A.R.S. § 8-451 to protect children by investigating reports of abuse and neglect, promoting the safety of a child in a permanent home and coordinating services to strengthen the family and prevent, intervene in and treat abuse and neglect of children; and

WHEREAS, the Partnering Agencies operate the Center to provide a multi-disciplinary team approach to issues affecting child abuse victims in the southwest valley; and

WHEREAS, the Partnering Agencies desire to participate in the shared use of the Center with DCS for the provision of services for victims of child physical and sexual abuse; and

WHEREAS, the Partnering Agencies and DCS desire to enter into this Agreement to set forth the responsibilities and obligations of the parties with respect to DCS’s use of the Center; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and DCS is duly authorized to execute and administer contracts pursuant A.R.S. § 8-453.

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 parties hereby agree as follows:

1. **DCS USE OF CENTER**

A. DCS Space

1. Generally. The Partnering Agencies agree to provide office space at the Center to DCS in exchange for the delivery of expedited multi-level service in order to facilitate and assist DCS in the mission of successfully engaging children and families to ensure safety, strengthen families and achieve permanency.
2. Standards. The Center will provide a quality standard working environment, which will provide protection of the general health and welfare of DCS employees and will comply with the Uniform Building Code, Americans with Disabilities Act, National Fire Protection Agency Code and any other codes or ordinances enforced by the local jurisdiction.
3. Amount of Space. The Center will provide DCS one office space and six modular workstations, furnished with a telephone, but without a computer or printer. DCS shall provide its own computers and equipment as set forth in Section B.6. below.

B. Operations

1. Center Operations. All parties to this Agreement agree to comply with the provisions of the Center's Policy & Procedures Manual and the Maricopa County Protocol for the Investigation of Child Abuse.
2. DCS Participation. A DCS supervisor and investigative unit will be co-located at the Center. DCS caseworkers with investigative responsibilities shall be present for forensic interviews of cases they are investigating in collaboration with law enforcement. A DCS supervisor and caseworkers will participate in the Multidisciplinary Team (MDT) case review at the Center through discussion and sharing of information regarding the investigation, case status and services needed by the child and the family.
3. DCS Statistics. DCS will provide to the Center director statistical information necessary for the National Children's Alliance and the Arizona Child and Family Advocacy Network statistical submissions semi-annually. DCS will participate in the Center's Family Advocacy Center Tracking System by reviewing their cases collaboratively worked with Center law enforcement and by updating the case status for each case worked in collaboration with law enforcement.
4. Coordination. The DCS supervisor will participate in supervisor meetings with the Center director and other Center supervisors monthly. DCS shall

communicate timely with the Center director regarding staff changes and other information that affects DCS's use of the Center.

5. Case Assignment. DCS shall assign all criminal conduct child abuse cases that are being investigated by law enforcement and that are brought to the Center to DCS caseworkers co-located at the Center so they may be investigated collaboratively and staffed through the MDT.
6. Computer and Office Equipment and Supplies. DCS shall provide and use its own office equipment and computer systems. DCS shall provide and pay for all of its office supplies and a multi-function copy machine. DCS shall reimburse the Partnering Agencies for the cost of purchasing office furniture for the DCS Supervisor's office. Upon termination of this Agreement, DCS shall remove its equipment and computer systems from the Center. The Partnering Agencies agree to provide access to the internet for use by DCS, subject to the requirements of the Avondale Information Technology Department.
7. Telephone. The Partnering Agencies agree to provide telephone service to DCS at the Center. The Partnering Agencies and DCS agree to share access to the Center telephone system, but the Center will not provide DCS with access to long distance telephone service.
8. Maintenance. DCS shall be responsible for maintaining its own equipment and computer systems. All parties to this Agreement shall clean up any waste or spills caused by such party. All damages caused by DCS employees to the Center property and or furnishings owned by the Partnering Agencies shall be replaced by DCS or the cost of such reimbursed to the Partnering Agencies by DCS.

2. TERM, RENEWAL AND TERMINATION

- A. Term. This Agreement shall be effective upon the date of the last signature below (the "Effective Date") and shall remain in full force and effect until June 30, 2020. This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties in writing signed by persons duly authorized to enter into contracts on behalf of the parties.
- B. Termination. The Partnering Agencies and DCS may terminate this Agreement with or without cause upon 30 days written notice to the other parties. In the event any Partnering Agency terminates its participation in the Center Intergovernmental Agreement, then that Partnering Agency also terminates its participation in this Agreement. In the event DCS terminates this Agreement, DCS shall vacate the Center premises within 30 days of the Partnering Agencies receipt of said written notice to terminate.
- C. Continuation Subject to Appropriation. Each party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds

appropriated and budgeted for that purpose during such party's then current fiscal year. Each party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the party concerning budgeted purposes and appropriation of funds. Should either party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and such party shall be relieved of any subsequent obligation under this Agreement. The parties agree that each party has no obligation or duty of good faith to budget or appropriate the payment of the party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of either party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such party. The parties hereby waive any and all rights to bring any claim against each other from or relating in any way to either party's termination of this Agreement pursuant to this section.

3. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") 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 bodily injury or personal injury (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Partnering Agencies shall cause their contractor(s) and subcontractors, if any, to defend, indemnify and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Partnering Agencies' contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and

against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

4. **INSURANCE**

The State of Arizona is self-insured per A.R.S. § 41-621. The Partnering Agencies will provide for their respective financial responsibilities related to liability arising out of this Agreement by the purchase of insurance or through the provisions of a self-funded insurance program.

5. **AUDIT OF RECORDS**

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of this Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, any party shall produce the original of any or all such records.

6. **CONFLICT OF INTEREST**

The requirements of A.R.S. § 38-511 apply to this Agreement. Any party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this Agreement.

7. **NON-DISCRIMINATION**

All parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

8. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT**

To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A party’s or its subcontractors’ 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 a non-breaching party under the terms of this Agreement.

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the other party may be subject to penalties up to and including termination of this Agreement.

9. **APPLICABLE LAW**

This Agreement shall be construed in accordance the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. **LEGAL OBLIGATIONS**

This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

11. **ARBITRATION**

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

12. **WAIVER AND MODIFICATION**

None of the provisions of this Agreement may be waived, changed, altered or amended except in writing signed by persons duly authorized to enter into contracts on behalf of the parties.

13. **ASSIGNMENT**

No right or interest in this Agreement shall be assigned or delegated by a party to this Agreement without prior, written permission of the other parties to this Agreement, signed by person duly authorized to enter into contracts on behalf of the parties.

14. **NOTICES**

All notices, claims, request, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to the address set forth below or at such other address as shall be indicated in writing by such party. Service by certified mail will be deemed to occur three business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In person notice shall be deemed received when delivered to such party.

If to Avondale:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles Montoya, City Manager
If to Buckeye:	City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326 Attn: Roger Klingler, City Manager
If to Goodyear:	City of Goodyear 190 North Litchfield Road Goodyear, Arizona 85338 Attn: Julie Arendall, City Manager
If to Maricopa County:	Maricopa County 301 West Jefferson Street Phoenix, Arizona 85003 Attn: Joy Rich, County Manager
If to DCS:	Department of Child Safety 3003 North Central Avenue, Site Code C010-21A Phoenix, Arizona 85007 Attn: Alex Ong, Deputy Assistant Director

15. **WORKER’S COMPENSATION**

An employee of either party shall be deemed to be an “employee” of all 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 party 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 such public agencies for the purposes of worker’s compensation.”

16. **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.

17. **ENTIRE AGREEMENT; INTERPRETATION; PAROL EVIDENCE.**

This Agreement represents the entire agreement of the parties 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 parties 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 parties 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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature set forth below (the “Effective Date”).

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles Montoya, City Manager

Date: _____

ATTEST:

Carmen Martinez, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to 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.

Andrew J. McGuire, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Roger Klingler, City Manager

Date: _____

ATTEST:

Lucinda J. Aja, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to 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.

Sheila Schmidt, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Julie Arendall, City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above agreement on behalf of his client and (ii) as to 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.

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“County”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Steve Chucri, Chairman, Board of Supervisors

Date: _____

ATTEST:

Fran McCarroll, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 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.

County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“DCS”

STATE OF ARIZONA, DEPARTMENT OF CHILD SAFETY

Michael Faust, Deputy Director of Business Operations

Date: _____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 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.

Assistant Attorney General