

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR
AND THE MARICOPA COUNTY ACTING THROUGH THE MARICOPA COUNTY
SHERIFF'S OFFICE**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on the date of the last signature below, by and between the City of Avondale, an Arizona municipal corporation ("Avondale"), the Town 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") (each referred to individually as a "Partnering Agency" and collectively identified as the " Partnering Agencies") to provide integrated services to children and families.

RECITALS

WHEREAS, the Partnering Agencies have authority to enter into the Agreement pursuant to ARIZ.REV. STAT.§ 11-952.

WHEREAS, the Partnering Agencies have entered into past Intergovernmental Agreements and amendments concerning the operation of a domestic violence victim advocacy center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona (the "Center") for the provision of services to and for child and adult victims of physical abuse, sexual abuse and domestic violence.

WHEREAS, pursuant to past Intergovernmental Agreements and amendments, the Partnering Agencies agreed that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns.

WHEREAS, the Partnering Agencies desire to continue the shared use and operation of the Center to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence matters (the "Services).

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 is hereby acknowledged, the Partnering Agencies agree as follows:

1. Purpose & Intent of Agreement.

- 1.1. The Partnering Agencies intend to provide on-site agency collaboration related to the Services at the Center.
- 1.2. This Agreement provides for the operation and funding of the Center and supersedes all agreements previously entered into for the operation of the Center.
- 1.3. Avondale shall act as the overall day-to-day manager of the Center subject to the guidance of the Steering Committee (as defined in section 2 below).

2. Center Governance and Operations.

- 2.1. **Steering Committee.** The established Steering Committee shall serve as the governing body of the Center. The Steering Committee shall consist of the Avondale Police Chief, the Buckeye Police Chief, the Goodyear Police Chief and the Maricopa County Sheriff's Office Bureau Chief (the "Steering Committee").
- 2.2. **Chairperson.** During FY 2023-24, the Avondale 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 chairperson position shall rotate among the partners (Buckeye, Goodyear, Maricopa and Avondale, in that order).
- 2.3. **Responsibilities.** As the governing body of the Center, the Steering Committee shall (1) review and approve any capital improvement plan for the Center, (2) review and approve the annual Center Operation and Maintenance Budget for the period July 1 through June 30 or portion thereof for each year of operation, by February 1st for the following fiscal year, (3) review and approve the Center Operations Manual, and any amendments thereto, and (4) conduct all other duties and responsibilities necessary for the operation of the Center.
- 2.4. **Meetings.** The Steering Committee will meet as necessary, but not less than quarterly. Meetings will be scheduled on not less than 30 days' written notice to each Partnering Agency, except upon consent of all the members of the Steering Committee. The Center Director 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 Center Director 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 Steering Committee members.
- 2.5. **Voting Authority.** Members of the Steering Committee shall vote on all items based on 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/her 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.

- 2.6. Center Director.** The "Center Director" shall be an Avondale employee, appointed by and serving at the pleasure of the Avondale City Manager, as provided herein. The Center Director's salary and benefits shall be paid for out of the Center Operations and Maintenance Budget. The members of the Steering Committee will participate in the selection process of the Center Director and will make a recommendation to the Avondale City Manager regarding selection of the Center Director. After considering recommendations from the Steering Committee members participating in the selection process, the Avondale City Manager will select the Center Director. The Steering Committee may make recommendations to Avondale regarding the Center Director's performance at the time when Avondale is preparing to conduct the Center Director's evaluation. Avondale agrees to consider the Steering Committee's recommendations in conducting the Center Director's performance evaluation and, in addition, Avondale may use additional criteria in evaluating the Center Director's performance for the year. If the Center Director's position becomes vacant while this Agreement is in effect, Avondale agrees to provide an interim Center Director and to recruit and select a new Center Director as outlined herein. All cost for recruitment and selection for the position of Center Director shall be paid for by the Center Operation and Maintenance Budget.
- 2.7. Responsibilities.** The Center Director 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 Center Director for the upcoming year as they relate to the Center.
- 2.8. Center Operations.** Avondale, acting by and through the Center Director shall serve as the day-to-day manager of the Center. The Center Director 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. Avondale 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 Center Director along with the Avondale Police Department Budget Manager shall establish and maintain accounts and records, including personnel, property, financial, project management, and other records as required by Avondale and consistent with generally accepted accounting principles to ensure proper accounting for all ongoing operating and maintenance costs.
- 2.9. Operations Manual.** The Center Director will continue to maintain and update, subject to the Steering Committee's approval, the Center Operations Manual to 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 Center Director's professional operation and management of the Center and (7) any other matters deemed necessary or beneficial by the Center Director and Steering Committee.

- 2.10. Quarterly Reports.** The Center Director 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.

3. Finances and Budget.

- 3.1.** Each Partnering Agency shall contribute toward the annual operating, maintenance and repair cost of the Center ("O&M Costs") in equal shares, as more fully set forth herein.
- 3.2.** The Center Director and the Avondale Police Department Budget Manager 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, (1) authorized personnel salaries and benefits, (2) services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies, contractual services, (3) expenditures related to repair and maintenance of the Center facility, (4) liability insurance as set forth in this agreement and (5) all other expenditures approved by the Steering Committee.

4. Partnering Agency Obligations.

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

5. Center Fund.

- 5.1.** All Center accounts are subject to oversight and control of the Steering Committee. Avondale will administer the financial activities of the Center as a revenue fund (the "Center Fund") in accordance with generally accepted accounting principles. All monies received by the Center, including each Partnering Agencies' proportionate share

of the O&M Costs, shall be deposited into the Center Fund. Expenditures from the Center Fund over \$5,000 require the approval of the Steering Committee. The Center Fund will receive and separately account for all income belonging to the Center, including outside rental income, if any. All monies not expended in the Center Fund will remain the property of the Center Fund and roll forward into the next fiscal year for expenditure in accordance with the provisions herein. Any interest earned on the monies in the Center Fund, after deducting applicable bank charges, must be credited to the 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.

6. Joint Use Purchases.

- 6.1.** 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."
- 6.2.** The cost for Joint Use Items shall be shared equally by the Partnering Agencies and shall be paid for out of the Center Fund.
- 6.3.** All Joint Use Items shall be considered property of the Center and shall not be removed from the Center by a Partnering Agency. Avondale, 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.
- 6.4.** Subject to the termination provisions set forth in Section 18 below, all Joint Use Items shall be held by Avondale for the benefit of and use by all Partnering Agencies.

7. Reimbursement.

- 7.1.** 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.
- 7.2.** The Center Director shall (1) determine the costs of repair and a preliminary determination as to whether such repairs are beyond ordinary wear and tear and (2) report such determinations to the Steering Committee, which shall be the final decision maker as to whether the costs are to be assessed to a Partnering Agency.
- 7.3.** If the Steering Committee disagrees with the Center Director's determination, the costs shall be paid from the Center Fund.
- 7.4.** This provision does not apply to claims covered under any property coverage or insurance.

8. Utilities; Telephone Service.

- 8.1.** Each party to the Agreement shall pay its pro rata share of all reasonable charges for water, natural gas and electricity consumed at the Center.

9. Invoices.

- 9.1.** Avondale, acting by and through the Center Director, shall invoice each Partnering Agency at least annually for its proportionate share of O&M Costs, by July 30th for each following fiscal year.
- 9.2.** For purposes of municipal budgeting and planning purposes, an estimate of the proportionate share for the following fiscal year will be provided to each Partnering Agency not later than February 1st of each year.

10. Term.

- 10.1.** This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for three successive three-year terms (each a "Renewal Term") thereafter until the Partnering Agencies terminate this Agreement pursuant to the terms and conditions contained herein. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

11. Indemnification.

- 11.1.** To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") 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 of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.
- 11.2.** These obligations shall survive termination of this Agreement.
- 11.3.** In the event of any lawsuit that names the Center or more than one Partnering Agency as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

12. Insurance.

- 12.1.** Each Party agrees to procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Agreement.
- 12.2.** The insurance requirements contained in this Agreement are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this Agreement. The Parties are free to purchase additional insurance as they deem necessary.
- 12.3.** Minimum Scope and Limits of Insurance. Each Party shall provide coverage with limits of liability not less than those stated below:
 - Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.
 - General Aggregate \$2,000,000
 - Each Occurrence \$1,000,000
- 12.4.** Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this Agreement and shall also maintain Employers' Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 12.5.** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.
- 12.6.** Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to ARIZ. REV. STAT. § 11-952.01.
- 12.7.** A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

13. Workers' Compensation.

- 13.1.** The Partnering Agencies agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency employee assigned to the Center shall remain an employee of such Partnering Agency.
- 13.2.** To the extent that employees of one Partnering Agency perform duties on behalf of another Partnering Agency, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws.

- 13.3. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Partnering Agency shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

14. Non-Discrimination.

- 14.1. All parties to the Agreement shall comply with Executive Order 75-5, as modified by Executive Order 99-4, 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.
- 14.2. All parties to the Agreement shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

15. Applicable Law; Venue; Arbitration.

- 15.1. In the performance of the Agreement, all parties to the Agreement shall abide by and conform to any and all laws of the United States and 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.
- 15.2. The Agreement shall be governed by the laws of the State of Arizona and suit pertaining to the Agreement may be brought only in courts in the State of Arizona.
- 15.3. The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518.

16. Relationship of the Parties.

- 16.1. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 16.2. All parties to the Agreement shall act in their individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. All parties shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.
- 16.3. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.
- 16.4. 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.
- 16.5. Each party shall have total responsibility for their respective employees for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational

disease compensation, unemployment compensation, other employee benefits, all taxes and premiums appurtenant, and automobile insurance thereto concerning such individuals and shall save and hold the other parties harmless with respect thereto.

17. Integration; Amendment.

- 17.1.** The Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no additional representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 17.2.** The Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale, Buckeye, Goodyear and Maricopa.

18. Termination of Agreement; Conflict of Interest.

- 18.1.** Any Partnering Agency may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Agencies.
- 18.2.** The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Either party may cancel the Agreement without penalty or further obligations by the party or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party 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.

19. Continuation Subject to Appropriation.

- 19.1.** The performance by all parties to the Agreement of its obligations under the Agreement is subject to actual availability of funds appropriated by each party for such purposes. All parties to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other parties fully informed as to the availability of funds for its obligations.
- 19.2.** The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party.
- 19.3.** If the governing body of Avondale, Buckeye, Goodyear or Maricopa 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 at the end of then-current fiscal year and all parties to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

20. Attorneys' Fees.

20.1. In the event legal action is brought or an attorney is retained by any party to the Agreement to enforce the terms of the Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

21. Arbitration.

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

22. Notices and Requests.

22.1. 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 (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Avondale:
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Manager

If to Buckeye:
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326
Attn: City Manager

If to Goodyear:
1900 N. Civic Square
Goodyear, AZ 85395
Attn: City Manager

If to the Maricopa County Sheriff's Office:
550 W. Jackson Street

Phoenix, AZ 85003
Attn: Chief Financial Office

23. Records.

- 23.1.** All books, accounts, reports, files and other records of either party relating to the Agreement, or the work done under the Agreement shall be subject at all reasonable times to inspection and audit by all parties to the Agreement. Such records shall be available for inspection upon five business days' notice to the Center's day-to-day manager.

24. Miscellaneous

- 24.1.** Severability. If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.
- 24.2.** No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.
- 24.3.** Waiver. Failure of any party to exercise any right or option arising out of a breach of the 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.
- 24.4.** Captions. Captions and section headings used herein are for convenience only and are not a part of the Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing the Agreement.
- 24.5.** Immigration Laws. By entering into the Agreement, all parties to the Agreement warrant compliance with applicable State and Federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Agreement.

25. Counterparts.

- 25.1.** The 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. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, all Parties to the Agreement hereto have executed the Agreement on the dates set forth below.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

CERTIFICATION BY LEGAL COUNSEL

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

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Daniel Cotterman, City Manager

Date: _____

ATTEST:

Buckeye 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.

K. Scott McCoy, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Wynette Reed, 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]

“Maricopa”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Clint Hickman, Chairman, Board of Supervisors

Date: _____

ATTEST:

Juanita Garza, 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