COMMUNITY SERVICES AGREEMENT

THIS AGREEMENT, entered into this 26th day of June, 2025, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter the "TOWN"), and PREVENT CHILD ABUSE, INC., a non-profit corporation of Arizona (hereinafter "SERVICE PROVIDER");

WITNESSETH:

WHEREAS, ARS §9-240(B) specifically authorizes the TOWN to ensure the health, safety and welfare of the community in such areas as the prevention of disorderly conduct and disturbances, prostitution, gambling, disease, vagrancy, loitering, and delinquency; and

WHEREAS, the TOWN is impliedly authorized to promote other measures designed to ensure the health, safety and welfare of the community, including providing public funds to private organizations whose programs so benefit the community as a whole, so long as a specified public purpose is served and the public benefit to be obtained from the private organization is not far exceeded by the consideration being paid by the public [See, State ex rel. Corbin v. Superior Court ex rel. County of Maricopa, 159 Ariz. 307 (App. 1988)]; and

WHEREAS, TOWN has heretofore entered into a Lease Agreement with SERVICE PROVIDER dated September 23, 1999 (and subsequently amended), wherein SERVICE PROVIDER uses the former TOWN Hall-Library Site as the home for its Yavapai Family Advocacy Center; and

WHEREAS, the parties acknowledge that this Agreement is a separate agreement for community services from SERVICE PROVIDER, and its terms and provisions are separate from those of the Lease Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

SECTION 1 Purpose. The purpose of this Agreement is to assist in providing the following service within the TOWN:

Provide a family advocacy center where children or vulnerable adult victims of abuse, neglect, domestic violence, or sexual assault are assisted and their trauma reduced through investigation and prosecution through a multi-disciplinary team process.

SECTION 2 SERVICE PROVIDER Performances. The performances of SERVICE PROVIDER under this Agreement shall include (but expressly not be limited to) the following:

* Provide services to assure the safety of referred victims of family violence;

* Provide services at intake to reduce the trauma of victims;

* Provide a multi-disciplinary team response to incidents referred to the Center, according to protocol;

* Provide training to allied professionals and staff;

* Provide a quarterly report of services rendered and indicate how the TOWN's financial contribution was utilized by this service contract to date; and

* Provide an annual financial report to the TOWN for current year. Agencies on a fiscal year shall submit a written financial report to the TOWN by the 1st of November each year, while agencies on a calendar year shall submit a written financial report to the TOWN by the 1st of March each year.

SECTION 3 TOWN Performances. The performances of the TOWN under this Agreement shall be as follows:

* Payment of a total of $35,000.00 for Fiscal Year 2025-26 to SERVICE PROVIDER in two semi-annual installments for services provided. $17,500 shall be paid on October 1, 2025 and $17,500 on April 1, 2026. Payment of a total of $46,379.00 for Fiscal Years 2026-27 and 2027-28 to SERVICE PROVIDER in two semi-annual installments for services provided. $23,189.50 shall be paid on October 1 and $23,189.50 on April 1 in each of those fiscal years.

SECTION 4 Term . The term of this Agreement shall be during TOWN's FYs 2025-26, 2026-27, & 2027-28, beginning July 01, 2025 through June 30, 2028.

SECTION 5 Indemnification and Hold Harmless. To the fullest extent permitted by law, SERVICE PROVIDER shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of SERVICE PROVIDER, its agents, employees or any tier of SERVICE PROVIDER's subcontractors in the performance of this Agreement. SERVICE PROVIDER's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused IN WHOLE OR IN PART by SERVICE PROVIDER's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of SERVICE PROVIDER, any tier of SERVICE PROVIDER's subcontractors or any other person

for whose acts, errors, mistakes, omissions, work or services SERVICE PROVIDER may be legally liable including the TOWN. Such indemnity does not extend to the TOWN's sole negligence.

Notwithstanding any other provision of this Agreement, this Section shall continue in full force and effect beyond any termination of the Agreement. The amount and type of insurance coverages required hereinafter shall not be construed as limiting the scope of the indemnity in this Section.

SECTION 6 Insurance. Without limiting any liabilities or other obligations of SERVICE PROVIDER hereunder, SERVICE PROVIDER shall, prior to commencing its work or services contemplated hereunder, secure and continuously carry with insurers authorized to do business in Arizona and possessing a current A.M. Best, Inc. Rating of B++6 or better, the following insurance coverages:

* Commercial General Liability insurance with a limit of not less than $500,000.00 for each occurrence, with a $1,000,000.00 Products/Completed Operations Aggregate and a $1,000,000.00. General Aggregate Limit. The policy shall include coverage for:

  - Bodily Injury
  - Broad Form Property Damage
  - Personal Injury
  - Products and Completed Operations, and
  - Blanket Contractual (including, but not limited to, the liability assumed under the indemnification provisions of this Agreement).

  The coverage shall be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X,C,U. The additional insured endorsement required hereinafter shall be at least as broad as the Insurance Office, Inc's Additional Insured, Form B, CG20101185, and shall include coverage for SERVICE PROVIDER's operations and products and completed operations.

Unless otherwise arranged for between SERVICE PROVIDER and the TOWN for specific events, SERVICE PROVIDER shall provide (at its own expense) all additional insurance policies, insurance policy endorsements, or additional insured agreements by insurers of third-party service providers as may be necessary to adequately cover the risk of the services provided by SERVICE PROVIDER under this Agreement. Where possible, these insurance policies, endorsements and additional insured agreements shall each name the TOWN, its officers, officials, employees, agents, successors, and assigns, as Additional Insureds.

The insurance policies required herein shall be maintained in full force and effect until all work or services contemplated hereunder are satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the TOWN, constitute a material breach of this

Agreement. The insurance policies required herein shall be primary insurance, and any insurance or self-insurance maintained by the TOWN shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of any of the insurance policy warranties shall not affect coverage afforded under the policies to protect the TOWN. The insurance policies required herein shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its officers, officials, employees, agents, successors, and assigns, for any claims arising out of SERVICE PROVIDER's work or services contemplated hereunder. The insurance policies may provide coverage which contains deductibles or self-insured retentions. However, such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. SERVICE PROVIDER shall be solely responsible for deductibles and/or self-insured retentions and the TOWN, at its option, may require SERVICE PROVIDER to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The TOWN reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein-required insurance policies and/or endorsements. The TOWN shall not be obligated, however, to review the same or to advise SERVICE PROVIDER of any deficiencies in such policies and endorsements, and such receipt shall not relieve SERVICE PROVIDER from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of SERVICE PROVIDER's obligations under this Agreement. Prior to commencing the work or services contemplated hereunder, SERVICE PROVIDER shall furnish the TOWN with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by SERVICE PROVIDER's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Insurance evidenced by the Certificates of Insurance shall not expire, be canceled, or be materially changed without fifteen (15) days prior written notice to the TOWN. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

In the event any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of SERVICE PROVIDER's work or services contemplated hereunder, as evidenced by annual Certificates of Insurance.

SECTION 7 Notices and Demands. Unless otherwise specifically provided herein, all notices, demands or other communications relating to this Agreement shall be in writing, and shall be deemed to have been duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

TOWN: Town of Prescott Valley
c/o Town Manager
7501 East Skoog Blvd
Prescott Valley, AZ 86314

SERVICE PROVIDER: Prevent Child Abuse, Inc.
c/o Director
P.O. Box 26495
Prescott Valley, AZ 86312

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) days after being mailed by the party changing the address.

SECTION 8 Accounting and Auditing. SERVICE PROVIDER shall keep accurate and complete records of its performances hereunder in accordance with generally recognized accounting principles and practices. The TOWN (including its auditors) shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices and all other evidence of expenditures for the performances hereunder. Such records shall be kept by SERVICE PROVIDER and made available for one (1) year after completion of the performances hereunder or termination of this Agreement, whichever is later.

SECTION 9 Amendments of Agreement. Except as otherwise provided herein, this Agreement may be amended only by a written agreement fully executed by the parties hereto.

SECTION 10 Successors-in-Interest. This Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest of each of the parties hereto.

SECTION 11 Assignment. SERVICE PROVIDER shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

SECTION 12 Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "cure period") after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the cure period, the non-defaulting party shall have all rights and remedies which may be available under law or equity including, without limitation, the right to specifically enforce any term or provision hereof and/or the right to institute an action for damages.

SECTION 13 Waiver of Breach. No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein-contained.

SECTION 14 Ongoing Obligation. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

SECTION 15 Consents and Approvals. The parties to this Agreement shall at all times act reasonably with respect to any and all matters which require either party to review, consent to, or approve any act or matter hereunder.

SECTION 16 Awarding of Costs. In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

SECTION 17 Savings Clause. In the event that any phrase, clause, sentence, paragraph, section, or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law. However, if any commitment to perform any act hereunder by any party is merely excused, the provision requiring such action shall be deemed to permit the action at the party's discretion. If that party fails to take such discretionary action within the cure period provided for in Section 12 hereinabove, the other party shall be entitled to terminate this Agreement.

SECTION 18 Choice of Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Arizona, and shall be deemed made and entered into in Yavapai County.

SECTION 19 Status and Authority of SERVICE PROVIDER. SERVICE PROVIDER represents and warrants that (a) it is a non-profit corporation fully organized, validly existing and in good standing under the laws of the State of Arizona, and (b) the execution, delivery and performance of this Agreement has been duly authorized by the responsible officers thereof.

SECTION 20 Corporate Status and Authority of TOWN. TOWN represents and warrants that (a) it is a validly existing and incorporated municipal corporation of the State of Arizona, (b) it has authority under applicable Town Codes and Arizona law to carry out its performances under this Agreement, and (c) its execution, delivery and performance of this Agreement has been duly authorized and entered into in compliance with its TOWN Code and applicable Arizona statutes.

SECTION 21 No Partnership or Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between SERVICE PROVIDER and the TOWN.

SECTION 22 No Third-Party Rights. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

SECTION 23 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against a party simply because it played the larger part in drafting the Agreement or because it prepared the last draft.

SECTION 24 Time of the Essence. Time is of the essence in this Agreement.

SECTION 25 Merger Clause. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

SECTION 26 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

SECTION 27 Statutory Conflict-of-Interest. In accordance with ARS §38-511, this Agreement provides that it may be canceled without penalty in the event of a conflict-of-interest as described in §38-511 by any person significantly involved in negotiating this Agreement on behalf of the TOWN. As far as the parties are aware at the time of this Agreement, no such conflict-of-interest exists.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona, (TOWN)

Kell Palguta, Mayor

ATTEST:

Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

Ivan Legler, Town Attorney

PREVENT CHILD ABUSE, INC., a non-profit corporation of Arizona, ("SERVICE PROVIDER")

Executive Director

Claire Louge