

Carefree Assisted Living Disaster Relocation Plan

This Agreement (“Agreement”), is made and entered into Pursuant to A.R.S. § 15-341(A)(31) between the Journey Church (“Church”), Mingus Union High School District (“District”), a political subdivision of the state of Arizona, and Carefree Assisted Living (“Carefree”) for the purpose of setting forth the terms and conditions by which Church and District (collectively referred to as “Facility Providers”) may provide Facilities to Carefree for use in the event of any emergency for reunification purposes.

When the Carefree building is determined to be unsafe for residents or a natural disaster occurs that requires residents to be relocated, the primary place of relocation will be:

Journey Church
750 E. Mingus Ave.
Cottonwood, AZ 86326
Contact: Marie Huff
Cell:928-963-0957
Work: 928-634-4321

If the primary relocation point is unsafe as well the residents will be relocated to the alternate site located at:

Mingus Union High School
1801E.Fir St
Cottonwood, AZ 86326
Contact: Allan Mitchell
School:928-634-7531
Office: 928-649-4471

The Church, District, and Carefree mutually agree as follows:

1. In the event of an emergency as determined by Carefree, and upon request of Carefree, Facility Providers may, in their sole discretion, permit Carefree to use the respective Facility for Emergency Response services to reunite staff and residents at no rental cost to the Facility Providers pursuant to the terms and conditions of this Agreement. Carefree and Facility Providers will work together to provide temporary housing for Carefree residents until the residents POAs/Representatives can be notified to pick up resident as soon as it is safe to do so.
2. Carefree will provide Facility Providers with as much notice as possible of the need for the use of the Facility and will use the Facility for not more than the length of the emergency, unless otherwise mutually agreed by the Parties in writing.
3. Carefree will notify either the Church’s or District’s designated point of contact for the need for use of the Facility.
4. Carefree’s Med Tech or Manager in Charge at the time of the emergency response will

move the Med Cart from the building, which contains a first aid kit. The Med Cart will also have the most current MAR and each resident's Care Plan, Face Sheet and insurance information located in a bin that is attached to the right side of the cart. The Med Cart will be transported by truck or emergency vehicle. A Certified Med Tech will accompany the Med Cart to the place of relocation. If there is no time to remove the Med Cart from the building, Salibas will provide an emergency supply based on their records. The Facility Providers are not responsible for the transportation of the Med Cart to the Facility. Facility Providers are not responsible for oversight and/or storage of the Med Cart at the Facility.

5. Carefree acknowledges that the Facility Providers may enter into agreements similar to this Agreement with other entities and that Carefree has no right by virtue of this Agreement to be the exclusive user of the Facility Providers' facilities in the event of an emergency.

6. Carefree will exercise reasonable care in the use of the Facility for Emergency Response services and will:

6.1 Provide the appropriate level of staffing to assure that the Facilities are used in a safe and healthy manner throughout the period of the Carefree's use of Facilities;

6.2 Monitor and control the activities of individuals provided with Emergency Response services at the Facility to assure that their activities:

(A) Comply with the law and any rules and regulations of the Facility;

(B) Are suitable and appropriate for the Facility;

(C) Do not disrupt, or are as minimally disruptive as possible, relative to Facility Provider's other use of the Facility pursuant to this Agreement;

6.3 Maintain the Facility in good condition, normal wear and tear excepted, and assure that the Facility remains in the same condition that it was when it was made available for use by to Carefree, including making any repairs to damage caused during use by Carefree, if any.

6.4 Facility Providers and the Red Cross will work together to ensure Carefree residents have sufficient water, food, blankets ("Emergency Response Services"). Carefree will bear all costs associated with providing Emergency Response Services, including the replacement or reimbursement of any foods or supplies of Facility Provider that may be consumed by persons relative to carrying out this Agreement.

6.5 Each Party retains title to property it owns, even upon termination of this Agreement.

7. Carefree will defend, hold harmless, and indemnify the District and all of governing board members, officers, employees, agents and volunteers against any and all liability, claims, or causes of action brought by any person in respect to bodily injury, death, property loss and property damage, arising from the Carefree's use of the District Facility. Carefree will defend, hold harmless, and indemnify the Church and all of governing board members, officers, employees, agents and volunteers against any and all liability, claims, or causes of action brought by any

person in respect to bodily injury, death, property loss and property damage, arising from the Carefree's use of the Church Facility. This indemnification provision shall survive termination of the Agreement and remain in effect.

8. Carefree shall procure and maintain during the term of this Agreement, a policy of general liability insurance, against claims for bodily injury, death and property damage occurring in connection with Carefree's use of the Facility. Carefree's insurance shall name the District and the Church as additional insureds and shall be primary and non-contributing to any coverage maintained by either the District or the Church. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence and Carefree shall provide the District and the Church with a certificate evidencing that such insurance coverage is in effect.

9. Carefree, the Church, and the District acknowledge that this Agreement has been approved by their respective Governing Boards or other competent authority.

10. The duration of this Agreement shall be for five (5) years from the date it is signed by the Parties. Any Party may terminate this Agreement, with or without cause, by providing the other Parties written notice of the termination within thirty (30) days. In no instance may this Agreement be terminated during a period in which Emergency Response services are being provided in the respective Facility of the Church or District.

11. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

12. In the event of a dispute under this Agreement, the parties agree to use arbitration as required by A.R.S. 12-1518 and 12-133 as amended.

13. The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither Carefree, the Church, nor the District shall have the power to obligate or bind the other in any manner whatsoever.

14. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person or agency, or organization.

15. A waiver by either Party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

16. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

17. This Agreement shall be governed by the laws of the State of Arizona, the courts of which shall have jurisdiction of the subject matter thereof. This Agreement also incorporates by reference all mandatory contract provisions of state agencies required by statute or executive order.

18. Each person signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement.

This Agreement is entered into this _____ day of _____, 2026

Carefree Assisted Living

By:
Name:
Title:
Date:

Mingus Union High School

By:
Name:
Title:
Date:

Journy Church

By:
Name:
Title:
Date: