

Maricopa County Attorney

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AGREEMENT

PARTIES

This Agreement is entered into this 3rd day of May, 2003, by and between the State of Arizona, ex. rel. Richard M. Romley, Maricopa County Attorney; Thomas J. O'Brien, Bishop of the Roman Catholic Diocese of Phoenix and the Roman Catholic Diocese of Phoenix, a corporation sole ("the Diocese").

DEFINITIONS

For purposes of this agreement, the following definitions apply:

"Priest" means any Diocesan priest, or any priest who is a member of a separate order.

"Diocesan Personnel" means the Bishop, any priest, nun, seminarian or deacon, and all employees and volunteers who perform any type of service or work for the Diocese, whether clergy or layperson.

INTRODUCTION

A Maricopa County Grand Jury is investigating and considering information relating to criminal sexual misconduct by diocesan personnel including, but not limited to, the criminal conduct of individual priests. The grand jury has also been investigating whether Thomas J. O'Brien or the Diocese failed to report to law enforcement authorities criminal sexual misconduct by priests and other Diocesan personnel, and whether Thomas J. O'Brien or the Diocese placed or transferred priests or other Diocesan personnel in or to a position to commit additional criminal conduct after becoming aware of prior criminal conduct.

Since 1961, Thomas J. O'Brien has been an ordained priest of the Roman Catholic Church. In 1969, Thomas J. O'Brien was appointed Chancellor of the Diocese. In 1978, Thomas J. O'Brien was appointed Vicar General of the Diocese. In 1981, Thomas J. O'Brien was appointed Bishop of the Roman Catholic Diocese of Phoenix. In that capacity, he assumed the responsibility of administering, supervising and overseeing the operation of the Diocese.

During the course of the grand jury's investigation, to this date, no credible evidence has been received that would establish that Thomas J. O'Brien personally engaged in criminal sexual misconduct. However, the investigation developed evidence that Thomas J. O'Brien failed to protect the victims of criminal sexual misconduct of others associated with the Roman Catholic Diocese of Phoenix.

This Agreement is executed upon the conclusion that the public interest would be best served by settling the matter without criminal prosecution of Thomas J. O'Brien or the Diocese. The following terms, representations, and conditions will insure that the Diocese complies with all applicable laws relating to criminal sexual misconduct by its agents, representatives, or employees. The following terms, representations, and conditions will contribute to the well-being of the community at large by offering counseling to victims of criminal sexual misconduct, reimbursing the State of Arizona for certain costs expended during the course of this investigation, and assuring compliance by the Diocese with all applicable laws relating to sexual misconduct.

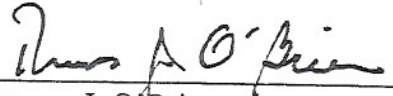
THEREFORE, it is hereby represented and agreed that:

1. Bishop Thomas J. O'Brien has appointed a Moderator of the Curia. The Moderator of the Curia is a canonical position equivalent to "chief of staff". Certain administrative duties have been delegated by Thomas J. O'Brien to the Moderator of the Curia, which shall include the responsibility for dealing with issues that arise relating to the revision, enforcement and application of the sexual misconduct policy.
2. The Diocese has created and appointed the position of Youth Protection Advocate. That person shall be responsible for the implementation and enforcement of the policy on sexual misconduct by Diocesan personnel. Under the Diocesan policy, all Diocesan personnel, including the Youth Protection Advocate, are required to comply with all applicable federal, state and local laws regarding the reporting of incidents of actual, alleged, or suspected sexual misconduct without restriction. The decisions of the Youth Protection Advocate to report allegations of child sexual abuse to Child Protective Services or law enforcement is to be made by the Youth Protection Advocate independently and not subject to the consent of Thomas J. O'Brien, or any other Diocesan personnel.
3. With input from the Maricopa County Attorney's Office, a special counsel will be employed within sixty (60) days of the signing of this Agreement. This attorney shall be counsel for the Youth Protection Advocate. This special counsel's advice will not be subject to approval by anyone within the Diocese including, but not limited to, Thomas J. O'Brien or any other priest.
4. The Diocese's Policy on Sexual Misconduct is to be reviewed and modified. The Maricopa County Attorney's Office and the public shall be offered the opportunity to provide input prior to any adoption and/or revision of such policy.


5. The Diocese, in conjunction with the Maricopa County Attorney's Office, shall implement a training program to educate Diocesan personnel on sexual misconduct issues, including the Mandatory Reporting Law (A.R.S. § 13-3620), and Maricopa County's Multidisciplinary Protocol for the Investigation of Child Abuse. The Maricopa County Children's Justice Project Team will be invited to conduct regular and ongoing training of all Diocesan personnel, including the training of Diocesan school personnel.
6. Thomas J. O'Brien shall, in a written public statement which is incorporated at Tab A, acknowledge that he allowed Roman Catholic priests under his supervision to have contact with minors after becoming aware of allegations of criminal sexual misconduct. He shall further acknowledge transferring offending priests to situations where children could be further victimized. In addition, Thomas J. O'Brien shall apologize and express contrition for any misconduct, hardship or harm caused to the victims of criminal sexual misconduct by Roman Catholic priests assigned to the Roman Catholic Diocese of Phoenix.
7. The Diocese will make a contribution to the Maricopa County Attorney's Victim Compensation Fund (Victim Assistance Fund, A.R.S. § 41-2408) in the sum of Three Hundred Thousand Dollars (\$300,000.00) within fourteen (14) days of the execution of this Agreement. These funds shall be used to compensate child victims of criminal sexual misconduct.
8. The Diocese will allocate a total of Three Hundred Thousand Dollars (\$300,000.00) of funds received by the Diocese for counseling of those victimized by child sexual abuse. The allocation shall be made at a rate of One Hundred Thousand Dollars (\$100,000.00) per year from the signing of this Agreement. It may be accelerated at the discretion of the Diocese.
9. Within 180 days of the signing of this Agreement, the Diocese shall create a Victim Assistance Panel. It will be a three-person panel composed of established and respected mental health professionals. This panel will consider requests from persons who indicate that they are victims of sexual misconduct by Diocesan personnel for counseling assistance for the victim and the victim's immediate family. This process will be available to all victims of sexual misconduct, including those persons whose legal claim for sexual misconduct are foreclosed by the statute of limitations, and those persons who have entered into binding settlement agreements, but now find that those settlement agreements were inadequate to address unforeseen impacts of their victimization. The panel will have the authority to approve requests for counseling. Approved requests for counseling would result in payment of counseling fees and costs to qualified treatment providers of up to Fifty Thousand Dollars (\$50,000.00) per any one victim and that victim's family, over the victim's lifetime.
10. The Diocese and the Maricopa County Attorney's Office will host a summit meeting on sexual abuse within twelve (12) months following the execution of this Agreement. The cost of the summit will be borne by the Diocese. Both the County Attorney and the

Diocese may invite anyone to attend the summit. The purpose of the summit is to provide a forum for exchange of information on sexual abuse and the responsibility of public and private employers and others to identify and appropriately deal with these issues.

11. One Hundred Thousand Dollars (\$100,000.00) shall be paid by the Diocese to the Maricopa County Attorney's Office as reimbursement for investigative expenses. The sum shall be paid within fourteen (14) days of execution of this Agreement.
12. The State of Arizona agrees not to initiate criminal charges against Thomas J. O'Brien or the Diocese arising out of information relating to the subject matter of this investigation for acts occurring on or before the date of the execution of this Agreement with the following exception: If information is forthcoming of personal, direct involvement of Thomas J. O'Brien in any act of criminal sexual misconduct, then charges shall not be precluded. This Agreement shall not preclude the Maricopa County Attorney's Office from prosecuting any other individual for criminal misconduct.
13. To protect the integrity of on-going investigations and not impede the conclusion of those investigations, this Agreement and its terms shall be kept confidential to be disclosed at the discretion of the Maricopa County Attorney's Office. Upon a decision of the Maricopa County Attorney's Office to disclose this Agreement and its terms, it is acknowledged that this Agreement will be a public document and the parties to the Agreement are free to hold separate and distinct public announcements and to supply supplemental information and to respond to questions posed by the media or members of the public except as prohibited by law.
14. In the event of any material breach of this Agreement, by Thomas J. O'Brien or the Diocese, as first determined by the Maricopa County Superior Court after notice and a hearing, this Agreement shall be rendered null and void and the State of Arizona shall have the right to pursue any and all remedies provided by law including, but not limited to, initiation of criminal proceedings. If Thomas J. O'Brien or the Diocese breaches this Agreement and the State files criminal charges, Thomas J. O'Brien and the Diocese agree that any applicable period of limitation is tolled from the effective date of this Agreement until the date on which the Agreement is rendered null and void.

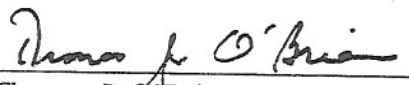

Thomas J. O'Brien
Bishop of the Diocese of Phoenix

5/3/03
Date

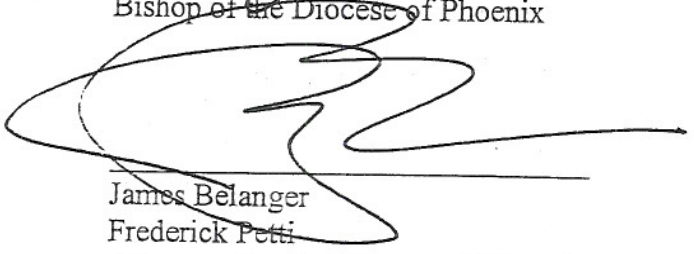

Jordan Green
Lee Stein
Attorneys for Bishop Thomas J. O'Brien

5.03.03
Date

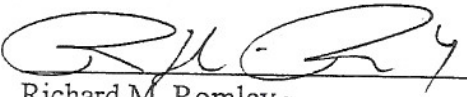
DIOCESE OF PHOENIX


Thomas J. O'Brien
Bishop of the Diocese of Phoenix

5/3/03
Date


James Belanger
Frederick Petti
Attorneys for the Diocese of Phoenix

May 3, 2003
Date


Richard M. Romley
Maricopa County Attorney

May 3, 2003
Date

STATEMENT OF BISHOP THOMAS J. O'BRIEN

I acknowledge that I allowed Roman Catholic priests under my supervision to work with minors after becoming aware of allegations of sexual misconduct. I further acknowledge that priests who had allegations of sexual misconduct made against them were transferred to ministries without full disclosure to their supervisor or to the community in which they were assigned. I apologize and express regret for any misconduct, hardship, or harm caused to the victims of sexual misconduct by Roman Catholic priests assigned to the Diocese.