

SERVICES AGREEMENT
HAVEN FAMILY RESOURCE CENTER, INC.
Fiscal Years 2015-16 / 2016-17

This Agreement is made and entered into July 1, 2015, by and between Lake Havasu City, an Arizona municipal corporation ("City") and Haven Family Resource Center, Inc. ("Agency"). The Parties agree as follows:

1. TERM

The term of this Agreement is July 1, 2015, through June 30, 2017, or until the time all funding is exhausted or this Agreement is otherwise terminated.

2. AGENCY RESPONSIBILITIES

2.1. Assistance to Victims

- A. Agency agrees to provide a Victim Services Specialist to coordinate the services with victims, Agency, and the Lake Havasu City Police Department.
- B. Agency agrees to provide trained forensic interviewers and sexual assault nurse examiners for cases referred to Agency by the City.
- C. Agency agrees to provide two state licensed counselors to offer immediate crisis counseling at no charge to the victims related to the cases referred to Agency by the City.
- D. Agency agrees to provide 24-hour sexual assault information line.
- E. Agency agrees to provide assistance to City's Police Department 24 hours a day, 7 days and week, and 365 days a year.
- F. Agency agrees to function as a Children's Advocacy Center.
- G. Agency agrees to serve as the coordinator utilizing a "Multi-Disciplinary Approach" for the investigation of child and sex crimes.

2.2. Provide State-Mandated Reporting Requirements

- A. Agency agrees to provide community education on state-mandated reporting requirements in collaboration with the Lake Havasu City Police Department.

3. CITY RESPONSIBILITIES

3.1. Law Enforcement Assistance and Equipment

- A. City, by and through its Police Department, agrees to provide law enforcement assistance by conducting initial and follow-up investigations of criminal offenses committed against (a) child or vulnerable adult sexual abuse, (b) child or vulnerable adult physical abuse, and (c) adult sex crimes committed within the jurisdiction of Lake Havasu City.
- B. City, by and through its Police Department, agrees to work and consult with other multi-disciplinary team professionals to thoroughly investigate and prosecute crimes listed in Section III(A)(1).
- C. City, by and through its Police Department, agrees to provide the equipment listed in the attached Exhibit 1 - City-Provided Equipment to enhance forensic interviews and medical exams of Agency clients.

3.2. City agrees to compensate Agency as follows:

- A. During Fiscal Year 2015-16, City agrees to provide funding to Agency in the amount of SEVENTY-THREE THOUSAND TWO HUNDRED SEVENTY FOUR AND NO/100 DOLLARS (\$73,274.00). The funds provided will be released to Agency by City in four (4) equal disbursements, issued on or about the third Friday of August, November, February, and May, as follows:

AUGUST 2015 \$ 18,318.50	NOVEMBER 2015 \$ 18,318.50	FEBRUARY 2016 \$ 18,318.50	MAY 2016 \$ 18,318.50
-----------------------------	-------------------------------	-------------------------------	--------------------------

- B. During Fiscal Year 2016-17, City agrees to provide funding to Agency in the amount of SEVENTY-THREE THOUSAND TWO HUNDRED SEVENTY FOUR AND NO/100 DOLLARS (\$73,274.00). The funds provided will be released to Agency by City in four (4) equal disbursements, issued on or about the third Friday of August, November, February, and May, as follows:

AUGUST 2016 \$ 18,318.50	NOVEMBER 2016 \$ 18,318.50	FEBRUARY 2017 \$ 18,318.50	MAY 2017 \$ 18,318.50
-----------------------------	-------------------------------	-------------------------------	--------------------------

- C. Any funds not spent in accordance with the terms and conditions of this Agreement shall be refunded to City within thirty (30) days of the date of demand made upon Agency by City for those funds.

4. REPORTING REQUIREMENTS

- 4.1. Agency agrees to prepare, retain, and permit City to inspect, all records as City deems necessary for the purposes of carrying out the provisions of this Agreement. Agency shall keep a separate accounting of the money it receives from City and all other sources. Agency agrees further that City may carry out monitoring and evaluation activities and will effectively ensure the cooperation of Agency, employees, and governing body in such efforts.
- 4.2. Agency agrees to submit quarterly reports to City including: revenue and expenditure reports to City, verified by the Agency’s governing board, evidencing the receipt of City funds received, and the expenditures made of City funds; and services performed including the number of interview, forensic examinations, and number of calls for services. Quarterly reports are due per the following schedule, with the final fiscal quarter including a cumulative revenue and expenditure report for the entire fiscal year:

	<u>1st Qtr</u>	<u>2nd Qtr</u>	<u>3rd Qtr</u>	<u>4th Qtr / FYE</u>
Report Period	Jul 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - Jun 30
Due Date	Nov. 15	Feb. 15	May 15	Sept. 30

- 4.3. Agency agrees to make presentations to the Mayor and City Council as reasonably requested by the City. Presentations may include a report of Agency activities under this Agreement and any other information the Agency wishes to provide or any specific information requested by the City Council.
- 4.4. All reports and related supporting documents shall be filed with the City’s Administrative Services, 2330 McCulloch Blvd. N., Lake Havasu City, AZ

86403. City may, at its sole discretion, withhold payments if Agency fails to fulfill its responsibilities under this Agreement.

5. AGREEMENTOR'S STATUS

- 5.1. It is understood and agreed by the parties that Agency is and shall remain an independent contractor under this Agreement and that Agency shall be liable to City for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
- 5.2. Agency must comply with Lake Havasu City Code Chapter 3.30, Employment of Aliens by Companies Doing Business with the City, and have completed and have filed with the Lake Havasu City, City Clerk's Office the "Employment Eligibility Verification & Form," and the "Affidavit of Lawful Presence in the United States," as provided herein, for each calendar year this Agreement encompasses, if applicable.
- 5.3. If applicable, Agency warrants compliance with ARS § 41-4401 and that it is compliant with all federal immigration laws. Breach of this section is a material breach of this Agreement.
- 5.4. Agency must comply with ARS §§ 1-501 and 1-502 with regard to demonstrating lawful legal presence in the United States when applying to receive a local public benefit.

6. OPEN MEETING REQUIREMENTS

All regular board meetings shall be open to the public to attend and listen to, if applicable.

7. CONFLICT OF INTEREST

- 7.1. Agency stipulates that its officers and employees do not now have a conflict of interest and further agrees for itself, its officers, and its employees that it will not Agreement for or accept employment for the performance of any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.
- 7.2. This Agreement may be cancelled pursuant to ARS §38-511.

8. LIABILITY AND INDEMNITY

- 8.1. Nothing in this Agreement shall be construed to give any person other than City and Agency any legal or equitable right, remedy or claim under this Agreement; but it shall be held to be for the sole and exclusive benefit of City and Agency.
- 8.2. Agency agrees to indemnify, defend, save and hold harmless City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, 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 Agency or any of its owners, officers, directors, agents, employees, or contractors. 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 Agency 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 Agency from and against any and all claims. It is agreed that Agency will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

9. DISCRIMINATION

Agency shall not discriminate on the grounds of race, color, sex, religion, age, disability status, or national origin with respect to the programs and services it maintains and provides. Violation of this section will result in automatic termination of this Agreement and Agency must promptly repay to City all funds provided and distributed pursuant to this Agreement.

10. NON-APPROPRIATION OF FUNDS

The Parties acknowledge that the funds to be distributed pursuant to this Agreement are tax funds. In the event that the projected income is not attained, there is a possibility that some or all of the funds set forth herein will not be available. In the event income falls short of the projected income, City may, in its sole discretion, reduce or delete some of the funding set forth in this Agreement. City will give as much notice as possible if the amount of the funding must be reduced. Should City be unable to provide some or all of the funding set forth in this Agreement, following notice of same to Agency by City, the Parties agree this Agreement automatically will be amended or cancelled to reflect said change without further action and without penalty to either Party.

11. NOTICE

Any notice provided herein shall be given to City by delivery of the same personally to the City to the address below, or by causing the same to be mailed by certified mail addressed to Administrative Services, 2330 McCulloch Boulevard North, Lake Havasu City, AZ 86403. Any notice directed to Agency shall be mailed by ordinary mail to the Agency at the address given below in this instrument, or at such other address as may be furnished to City in writing.

12. ASSIGNMENT

Agency may not assign its rights in this Agreement without the written consent of City; and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto.

13. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

14. GOVERNING LAW

The laws of the State of Arizona shall be applied in interpreting and construing this Agreement.

15. WAIVER OF PERFORMANCE

No failure by City or Agency to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof and no submission by Agency or acceptance by City during the continuance of any such breach shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement,

which shall constitute in full force and effect, nor the respective rights of Agency or City with respect to any other then existing or subsequent breach.

16.NO PARTNERSHIP; NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between City and Agency. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party.

17.SECTION HEADINGS

The section headings contained in this Agreement are for purposes of convenience and reference only and shall not limit, describe or define the meaning, scope or intent of any of the terms or provisions hereof. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, plural as the Agreement may require.

18.TERMINATION CLAUSE

This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party of its intention to terminate. Upon termination, the installment payment for that period shall be calculated on a pro-rata basis to the date of actual termination.

19.ENTIRE AGREEMENT

This writing represents the entire agreement of the Parties and merges and supersedes any and all prior understandings, whether oral or written, touching on the subject matter hereto and any amendment or modification hereof shall be effective only if in writing signed by both parties.

20.MULTIPLE ORIGINALS

This Agreement may be signed in duplicate originals for the purpose of providing each party with a completely executed original.

21.SIGNATURES

LAKE HAVASU CITY

**HAVEN FAMILY RESOURCE CENTER,
INC.**

Charlie Cassens, City Manager Date

Mary Lou O'Connell, Executive Director

Date _____
Address:

APPROVED AS TO FORM:
Lake Havasu City Attorney's Office

Kelly Garry, City Attorney

AGREEMENT FOR SERVICES
HAVEN FAMILY RESOURCE CENTER, INC.
Fiscal Year 2015-2016

EXHIBIT 1
CITY-PROVIDED EQUIPMENT

The following CITY-provided equipment is located at the HAVEN Center:

Qty	Description	Serial No.
1	Green Plaid Couch	N/A
1	Green Plaid Loveseat	N/A
1	Off White Chair	N/A
1	Blue Flowered Print Chair	N/A
1	Liesegang Colposcope and Computer	On file
1	Haier Compact Refrigerator	
1	PEM-500 Personal Ear Monitor	On file
1	Pro Video Model MV-9	
1	Technics Cassette Recorder	
1	Mackie Sound Mixer	

LAKE HAVASU CITY
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

WHO MUST COMPLETE THIS FORM:

In accordance with Lake Havasu City Code Chapter 3.30, Employment of Unauthorized Aliens, all contractors and subcontractors furnishing labor, time, or effort for construction or maintenance of any structure, building, transportation facility, or improvements of real property must complete this form.

Contractors or subcontractor, as described above, must certify that they have complied, in good faith, with the applicable requirements of the Federal Immigration Control and Reform Act with respect to the hiring of covered employees. This certification must be executed by an authorized representative.

WHEN THIS FORM MUST BE COMPLETED:

This form must be completed by all contractor and subcontractors submitted to the City department awarding the Agreement, license agreement, or lease no later than notification of successful direct selection, bid, request for proposals, request for qualification, or any similar competitive or noncompetitive procurement or bidding process.

PENALTIES:

Any covered employer that submits a false, fictitious or fraudulent affidavit to the City thereof in connection with a contract, subcontract, lease or license agreement shall, upon conviction, be guilty of a Class 1 Misdemeanor, subject to a fine of not less than \$250.00 or more than \$2,500.00, up to six (6) months imprisonment in jail, or both. Each violation of this Ordinance shall constitute and may be punishable as a separate and distinct offense.

Except as provided above, any covered employer who violates any provision of this Ordinance shall, upon a first violation, be subject to a civil penalty in an amount not less than \$250.00 nor more than \$1,000.00 for each day that a covered employee remains employed by the covered employer or the owners of the covered employer shall remain an owner, as the case may be. Any covered employer who violates any provision of this Ordinance within a period of one (1) year immediately subsequent to a conviction of the first violation shall result in a second violation, the civil penalty of which shall be an amount not less than \$1,000.00 or more than \$2,500.00 for each day that the covered employer remains employed by the covered employer, or for each day the owners of the covered employer shall remain an owner, as applicable. Each violation of this Ordinance shall constitute and may be punishable as a separate and distinct offense.

LAKE HAVASU CITY EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

LIST OF ACCEPTABLE DOCUMENTS:

LIST A		LIST B		LIST C
Documents that Establish Both Identify and Employment Eligibility	OR	Documents that Establish Identity	AND	Documents that Establish Employment Eligibility
U.S. Passport (unexpired or expired)		Driver's license or ID Card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		U.S. social security card issued by the Social Security Administration
Certificate of U.S. Citizenship		ID card issued by a federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		Certification of Birth Abroad issued by the Department of State
Certificate of Naturalization		School ID card with photograph		Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
Unexpired foreign passport with I-551 stamp or attached federal Form I-94 indicating unexpired employment authorization		Voter's registration card		Native American tribal document
Permanent Resident Card or Alien Registration Receipt Card with photograph		U.S. Military card or draft record		U.S. Citizen ID Card
Unexpired Temporary Resident Card		Military dependent's ID card		ID Card for the use of Resident Citizen in the United States
Unexpired Employment Authorization Card		U.S. Coast Guard Merchant Mariner Card		Unexpired employment authorization document issued by DHS
Unexpired Reentry Permit		Native American tribal document		
Unexpired Refugee Travel Document		Driver's license issued by a government authority		
Unexpired Employment Authorization Document issued by DHS that contains a photograph		For persons under age 18 who are unable to present a document listed above: School record or report card; Clinic, doctor or hospital record; Day-care or nursery school record		

LAKE HAVASU CITY
EMPLOYER VERIFICATION OF EMPLOYMENT ELIGIBILITY & FORM

The undersigned attests under penalty of perjury, that they have reviewed the documents presented to them by their employees, and that the documents provided to the undersigned by their employees, as more particularly identified in the attached exhibit entitled "list of acceptable documents" appear to be genuine and appear to relate to the employee name, and to the best of the undersigned's knowledge, the employee is eligible to work in the United States based upon the undersigned's review of the documents presented.

Signature of Authorized Representative of Covered Employer/Contractor/Subcontractor	Print Name	Title
Business or Organization Name	Business Phone No.	Date (month/date/year)
Address (Street Name and Number)		
City, State, Zip Code		

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____,
by _____.

Notary Public

My Commission Expires:

RETURN COMPLETED DOCUMENT TO:

Office of the City Clerk
Lake Havasu City
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403

