

GRANT AGENCY AGREEMENT

For Grants of \$10,000 or More
Havasu For Youth, Inc.
FISCAL YEAR 2014-2015

This Agreement made and entered into this first day of July, 2014 by and between Lake Havasu City, a municipal corporation of the State of Arizona, hereinafter "City," and Havasu For Youth, hereinafter "Agency," witnesseth as follows:

WHEREAS, Agency is a non-profit corporation devoted to combating the abuse of alcohol, dangerous drugs, narcotics, and other controlled substances among the youth of the community by providing sponsorship to individuals and smaller organizations dedicated to its substance abuse prevention goals; and

WHEREAS, Agency supports the growth and development of productive and responsible citizens by reducing substance abuse, delinquency, youth violence, and the rate of school drop outs; and

WHEREAS, Agency assists in achieving the goals of better serving at-risk youth through a common cooperative approach, combining resources with the school district, county, police department, courts, college, state/federal funding, donations, fundraisers, etc.; and

WHEREAS, City, by and through its City Council, has determined that the operations of the Agency serve the public welfare and benefit the community as a whole and to that end have authorized its City Manager to execute this Agreement; and

WHEREAS, City has allocated funds in its Fiscal Year 2014-2015 budget to Agency pursuant to the terms of this Agreement.

NOW, THEREFORE, LET ALL PERSONS BY THESE PRESENTS KNOW that the parties hereto, in consideration of the mutual covenants, agreements, promises, and obligations set forth herein below, agree as follows:

I. TERMS

- A. During Fiscal Year 2014-2015, City may provide funding to Agency in the amount not to exceed Twenty Thousand dollars (\$20,000). City may, at its sole discretion, withhold payment or reduce future year's funding if Agency does not adhere to the Reporting Requirements as described in Section (II).
- B. The funding provided pursuant to the provisions of this Agreement shall be used by Agency solely for expenses relating to administration, advocacy, and community support via prevention programming, education programming, and youth enrichment programming, unless otherwise indicated herein.
- 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.

D. City shall disburse funds to Agency as follows:

Funds in the amount of Twenty Thousand dollars (\$20,000) will be disbursed equally in four (4) quarterly payments of Five Thousand dollars (\$5,000) to be utilized for Programs not related to the Fusion Program.

E. In an effort to continuously reduce the dependency on City funding, Agency must apply for at least one grant by March 31, 2015, not including the City grant process, for funding of an existing program. Agency is to notify the City within 30 days of application of the following: grant name, funding agency, and amount requested. Agency is also to notify the City within 30 days of their receipt of the grant application result.

II. REPORTING REQUIREMENTS

- A. 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.
- B. Agency shall make at least one presentation to the Mayor and City Council, which shall be at a work session in the month of April 2015. Presentations shall include a status update of program details as described in section (I)(B) of this Agreement, the status of other grants applied for as described under section (I)(E) of this Agreement, and any other information the Agency wishes to provide.
- C. Agency shall submit quarterly revenue and expenditure reports to the City, verified by the Agency's governing board, evidencing receipt of City funds received, and the expenditures made of City funds. Agency shall also submit quarterly statistical reports to City of all programs using City funding that include the number of clients supported, the activity funded, and the outcomes. The administrative funding will not require statistical reporting; however, all funds tied to programs should include measurable outcome indicators as included in the grant application. Reports are due per the following schedule, the final fiscal quarter to include a cumulative revenue and expenditure and statistics report for the entire fiscal year:

	<u>1st Quarter</u>	<u>2nd Quarter</u>	<u>3rd Quarter</u>	<u>4th Quarter</u>
Report Period	Jul 1 - Sep 30	Oct 1 - Dec 31	Jan 1 - Mar 31	Apr 1 - Jun 30
Due Date	Oct 31	Jan 31	Apr 30	Aug 15

- D. All reports and related supporting documents shall be filed with the City's Administrative Services Director, 2330 McCulloch Blvd. N., Lake Havasu City, AZ 86403.

III. CONTRACTOR'S STATUS

- A. 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.
- B. 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.
- C. Agency must comply with ARIZ. REV. STAT. §§ 1-501 and 1-502 with regard to demonstrating lawful legal presence in the United States when applying to receive a local public benefit.

IV. OPEN MEETING REQUIREMENTS

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

V. CONFLICT OF INTEREST

- A. 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 contract 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 contract.
- B. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

VI. LIABILITY AND INDEMNITY

- A. 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.
- B. Agency shall indemnify, defend, save and hold harmless City, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

VII. DISCRIMINATION

Agency shall not discriminate on the grounds of race, color, sex, religion, creed, age, physical or mental disability, or national origin or ancestry 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.

VIII. NON-APPROPRIATION OF FUNDS

The parties recognize 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.

IX. TERMINATION CLAUSE

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

X. 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 furnished to City in writing.

COPY

XI. 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.

XII. 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.

XIII. GOVERNING LAW

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

XIV. 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.

XV. 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.

XVI. 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 contract may require.

XVII. ENTIRE AGREEMENT

This writing represents the entire Agreement of the parties hereto 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.

COPY

XVIII. MULTIPLE ORIGINALS

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

COPY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

LAKE HAVASU CITY

HAVASU FOR YOUTH

Charlie Cassens, City Manager

Dianna Butler, Executive Director
Havasu For Youth
145 Lake Havasu Avenue N.
Lake Havasu City, AZ 86403

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

Kelly Garry, City Attorney

COPY

LAKE HAVASU CITY **EMPLOYMENT ELIGIBILITY VERIFICATION & FORM**

INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

WHO MUST COMPLETE THIS FORM:

All employers, contractors and subcontractors as identified in Ordinance Number 07-869 entitled "Employment of Aliens by Companies Doing Business with the City" (Ordinance) must complete this form. For purposes of the Ordinance, a "covered employer" refers to any employer that receives monies or compensation of any kind from Lake Havasu City (City) which has at least one (1) employee working within the City or at least one (1) fifty percent (50%) or more owner living within the corporate limits of the City. *See § 3.30.020(E) LHC Municipal Code.* The term "covered employee" refers to an individual employed on either a full time, part time, temporary or seasonal basis to perform work on or for a project or matter which an employer has received compensation from the City. *§ 3.30.020(D) LHC Municipal Code.*

§ 3.30.030 of the LHC Municipal Code requires all covered employers, as defined above, including contractors and subcontractors of the covered employer, to certify that they have complied, in good faith, with the requirements of Title 8 §1324a 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 of the employer, owner, contractor or subcontractor and shall be attached as an exhibit to all executed contracts, license agreements, or leases with the City.

WHEN THIS FORM MUST BE COMPLETED:

This Employment Eligibility Verification Form must be completed by all employers, including contractors and subcontractors of the covered employer, and submitted to the department of the City awarding the covered employer a contract, license agreement or lease not later than the following times:

1. Upon submission to the City of any response to a City bid, request for proposals, request for qualifications, or any similar competitive or noncompetitive procurement or bidding process.
2. Within one (1) week after the contractor or subcontractor is hired by the covered employer to perform work in connection with the City contract, license agreement or lease but prior to any work begun by the contractor or subcontractor;
3. In the event the City contract, subcontract, license agreement or lease is being renewed or amended or a contractor or subcontractor was previously hired by an employer to perform work in connection with such contract, subcontract, license agreement or lease, then upon such renewal or amendment; and
4. On January 1 of each year for the duration of the City contract, subcontract, license agreement or lease and upon renewal or amendment of any existing City contract, subcontract, license agreement or lease.

This Employment Eligibility Verification Form shall be attached as an exhibit to any executed contract, subcontract, license agreement or lease between a covered employer, as defined above, receiving compensation from the City.

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

Havasu For Youth
Agreement FY2013-2014
Exhibit 1

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.

COPY

**LAKE HAVASU CITY
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM**

LIST OF ACCEPTABLE DOCUMENTS:

LIST A	OR	LIST B	AND	LIST C
Documents that Establish Both Identify and Employment Eligibility		Documents that Establish Identity		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 Number	Phone	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

CONTRACT TERMS & CONDITIONS

AFFIDAVIT OF LAWFUL PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require an individual person(s) or duly authorized party (company representative, manager, signer or officer) to complete this form in order to receive a Lake Havasu City public benefit (defined as a grant, contract or loan). Authorized party must demonstrate through the presentation of one (1) of the following listed documents that you are lawfully present in the United States (U.S.).

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to a Notary for review and signing of this affidavit form. Upon completion of this form, submit the original to: Lake Havasu City, City Clerk's Office, 2330 McCulloch Blvd. N., Lake Havasu City, AZ, 86403.

- _____ 1. A state (U.S) driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. A state (U.S.) non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A UNITED STATES CITIZENSHIP & IMMIGRATION SERVICES EMPLOYMENT AUTHORIZATION DOCUMENT (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **REFUGEE TRAVEL DOCUMENT.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A UNITED STATES CERTIFICATE OF NATURALIZATION.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A UNITED STATES CERTIFICATE OF CITIZENSHIP.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A TRIBAL CERTIFICATE OF INDIAN BLOOD.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A TRIBAL OR BUREAU OF INDIAN AFFAIRS AFFIDAVIT OF BIRTH.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company Address (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

Return completed form to: Lake Havasu City, City Clerk's Office, 2330 McCulloch Blvd. N., Lake Havasu City, AZ, 86403.

NOTARY USE ONLY: NOTARY NAME: _____
(Print Name)

NOTARY SIGNATURE (Stamp) & DATE: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423

COPY