

**SERVICES AGREEMENT**  
**HAVEN FAMILY RESOURCE CENTER, INC.**  
Fiscal Years 2017-18 / 2018-19

This Agreement is made and entered into July 1, 2017, 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, 2017, through June 30, 2019, 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 outlined in this Agreement 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 a 24-hour sexual assault information line.
- E. Agency agrees to provide assistance to City's Police Department 24 hours a day, 7 days a 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 3.1(A).
- 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 2017-18, 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 2017<br>\$ 18,318.50 | NOVEMBER 2017<br>\$ 18,318.50 | FEBRUARY 2018<br>\$ 18,318.50 | MAY 2018<br>\$ 18,318.50 |
|-----------------------------|-------------------------------|-------------------------------|--------------------------|

- B. During Fiscal Year 2018-19, 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 2018<br>\$ 18,318.50 | NOVEMBER 2018<br>\$ 18,318.50 | FEBRUARY 2019<br>\$ 18,318.50 | MAY 2019<br>\$ 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>1<sup>st</sup> Qtr</u> | <u>2<sup>nd</sup> Qtr</u> | <u>3<sup>rd</sup> Qtr</u> | <u>4<sup>th</sup> 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. AGENCY'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 agrees to comply with Lake Havasu City Code Chapter 3.30, Employment of Unauthorized Aliens.
- 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.
- 5.5. Agency certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

## **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 "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 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 4-12-17

Address:

**APPROVED AS TO FORM:**

Lake Havasu City Attorney's Office

  
Kelly Garry, City Attorney

**AGREEMENT FOR SERVICES  
HAVEN FAMILY RESOURCE CENTER, INC.**  
Fiscal Years 2017-18 / 2018-19

**EXHIBIT 1  
CITY-PROVIDED EQUIPMENT**

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

| Qty      | Description                       | Serial No. |
|----------|-----------------------------------|------------|
| <b>1</b> | Green Plaid Couch                 | N/A        |
| <b>1</b> | Green Plaid Loveseat              | N/A        |
| <b>1</b> | Off White Chair                   | N/A        |
| <b>1</b> | Blue Flowered Print Chair         | N/A        |
| <b>1</b> | Liesegang Colposcope and Computer | On file    |
| <b>1</b> | Haier Compact Refrigerator        |            |