

Service Agreement

Lake Havasu City Supervisor Excellence Academy
between
Mohave Community College Corporate Education
and
Lake Havasu City

This Service Agreement ("Agreement") by and between Lake Havasu City, an Arizona municipal corporation ("City") and Mohave Community College Corporate Education ("MCC"), is entered into on _____, 2023, the parties agree as follows:

Purpose

Lake Havasu City and Mohave Community College agree to partner through this Agreement to develop and facilitate customized supervisor training for city government mid-level managers. The Lake Havasu City Supervisor Excellence Academy is an intensive 12-month applied-learning, immersion experience designed to help current and emerging supervisors in Lake Havasu City Government develop and continuously improve their competencies as city government supervisors to better serve Lake Havasu City residents, visitors, businesses & community organizations.

Each month will include weekly interactive supervisor skill development workshops, combined with hands-on, work-based learning applications, as well as mentorship and reflection activities focused on the identified twelve supervisor core competencies including 1) Supervisor Excellence Foundations, 2) Organizational Management Skills, 3) Human Resources Skills, 4) Communication Skills, 5) Conflict Management Skills, 6) Customer Service & Public Relations Skills, 7) Performance Management Skills, 8) Team Management Skills, 9) Leadership Skills, 10) Change Management Skills, 11) Project/Process Management Skills, and 12) Supervisor Excellence in Action.

Also included in the Academy will be learning objectives and competencies from existing MCC courses including Human Relations for the Workplace, Interpersonal Communications, Public Speaking, Management & Supervision Techniques and a new course to be created titled Introduction to Organizational Leadership.

The Academy will culminate in participants making presentations to the Lake Havasu City Government leadership team on “Supervisory Excellence in Action” Team Project proposals, that they will develop over the twelve-month Academy experience. The proposals will be focused on how each supervisor, and a team of individuals they supervise, propose to strategically improve Lake Havasu City government operations, systems, processes and/or services through application of lessons learned throughout the Academy. Following these presentations, a special Graduation Event will celebrate each participant’s successful completion of the Academy with each graduate being awarded a Mohave Community College “Supervisor Excellence” Certificate of Completion.

The curriculum will be developed and then reviewed and approved in ongoing meetings with Human Resources/Risk Manager Bobbie Kimelton and Human Capital Management Administrator Terri Myers or Lake Havasu City designee.

Classes will begin March 1 and are scheduled every Wednesday from 8:30 AM until noon on the MCC Lake Havasu campus, primarily in room 501 (Premises). Class will not be held on March 15, July 5 and December 27, 2023. The final class and award of certificates will be on February 28, 2024.

Terms and Conditions

A. This Agreement shall start on March 1, 2023, and shall terminate on February 28, 2024.

LHC Supervisor Excellence Academy Program Costs

| Description | Cost per Participant | Total Cost |
|---|----------------------|---------------------|
| Employer Partner Rate | \$5,000.00 | \$125,000.00 |
| <i>General Public Rate</i> | <i>\$10,000.00</i> | <i>\$250,000.00</i> |
| ARIZONA@WORK Incumbent Worker Training (50% of enrolled participant cost) | \$2,500.00 | \$62,500.00 |
| MCC Pilot Program Discount | | \$12,500.00 |
| TOTAL DUE from Lake Havasu City | | \$50,000.00 |
| | Due April 1, 2023 | \$25,000.00 |

Due September 1, 2023

\$25,000.00

Roles and Responsibilities

| Role | Responsibility |
|--|--|
| <ul style="list-style-type: none"> Develop twelve months of customized training so that participants achieve the designated twelve Core Competencies | <p>Mohave Community College Corporate Training</p> |
| <ul style="list-style-type: none"> Prepare and facilitate fifty half-day workshops with pre-work, hands-on applied activities & assessments, post-workshop mentoring, and on-the-job learning activities & reflection. | <p>Mohave Community College Corporate Training</p> |
| <ul style="list-style-type: none"> Develop an online training repository where participants can access assessments, homework assignments, communicate with the instructor and refer to a variety of resources to delve deeper into topics related to the training. Textbooks for the MCC credit classes will be available here. | <p>Mohave Community College Corporate Training</p> |
| <ul style="list-style-type: none"> Recruit and enroll 25 supervisors as Supervisor Excellence Academy participants | <p>Lake Havasu City</p> |
| <ul style="list-style-type: none"> Assist participants to identify mentors | <p>Lake Havasu City</p> |
| <ul style="list-style-type: none"> Cooperate with ARIZONA@WORK to ensure participants complete the necessary steps to be enrolled in their program. | <p>Lake Havasu City</p> |
| <ul style="list-style-type: none"> Review and approve curriculum outlines | <p>Lake Havasu City</p> |

| | |
|--|--|
| <ul style="list-style-type: none">▪ Ensure participants meet or exceed training program expectations through feedback and regular communication to identify and resolve issues | Mohave Community College Corporate Training, Supervisor Excellence Academy participants and Lake Havasu City |
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Academy Contacts

Each party agrees to notify one another in writing within ten (10) business days of any change in that party's program contact information.

Mohave Community College Corporate Training

Mary Mendola
Corporate Training & Business Development Director
928-302-5332
mmendola@mohave.edu

Dr. Kirk Lacy
Dean of Workforce & Regional Partnership Development
406-850-1405
klacy@mohave.edu

Lake Havasu City

Bobbie Kimelton
Human Resources/Risk Manager
(928) 453-4143
kimeltonb@lhcaz.gov

Terri Myers
Human Capital Management Administrator
(928) 453-4143 Ext. 4111
myerst@lhcaz.gov

Force Majeure

The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide including Acts of God, war, government regulations, disaster, pandemics, strikes, or civil disorder. This Agreement may be cancelled for any one of the above reasons by written notice.

Insurance

Each party to this Agreement, at its sole expense, shall procure and maintain a liability insurance policy. It is agreed that such coverage shall be and constitute primary coverage pursuant to Arizona law. Lake Havasu City and Mohave Community College will provide a Certificate of Insurance to the other party.

Indemnification

Unless otherwise expressly provided, Lake Havasu City and Mohave Community College shall be individually responsible for the conduct of its own operations and performance of contract obligations and for any accidents, injuries to or the death of persons or damage to or loss of property arising out of negligent or wrongful acts or omissions by its officers, agents or employees acting in the course or scope of their employment and/or while performing duties undertaken pursuant to this Agreement. Lake Havasu City and Mohave Community College shall each indemnify the other for the acts or omissions of its own officers, agents, or employees acting in the course of scope of their employment that may lead to any claims, liability, loss, or expense brought against the other party, including reasonable costs, collection expenses, and attorney's fees incurred in the defense of the claim.

Conditions Governing Use of Premises

MCC is a smoke free/tobacco free campus and any form of smoking, e-cigarette or tobacco chew is prohibited anywhere on the Premises. Drinking of alcoholic beverages or gambling anywhere in or on the Premises is prohibited. No weapons of any kind shall be allowed on the Premises.

Termination of Contract

Either party to this Agreement may elect to terminate the contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

MCC certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use

the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If MCC becomes aware it is not in compliance with this certification, it shall notify the City within five business days after becoming aware. This Agreement will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

Jurisdiction and Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona without regard to the conflict of law provisions thereof. The parties consent to the jurisdiction of the federal, state, and local courts in Mohave County, Arizona. Any disputes between the parties that cannot be resolved through negotiation shall be submitted to a court of competent jurisdiction.

Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. § 12-1518.

This Agreement is the complete agreement between the parties and may be amended only by written agreement signed by each of the parties involved.

The parties have executed this Agreement as of the date written below.

MOHAVE COMMUNITY COLLEGE
1971 Jagerson Avenue
Kingman, Arizona 86409-8239
Phone 928-681-5656

Signature: _____ Date: _____
Jennie Dixon
Vice President of Administrative Services

LAKE HAVASU CITY
2330 McCulloch Blvd. N
Lake Havasu City, Arizona 86403
Phone: 928-453-4141

Signature: _____ Date: _____
Jess Knudson
City Manager

The Agreement must be signed by all parties. Electronic signatures are acceptable. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.