

## **CRISIS INTERVENTION AGREEMENT**

### **Community Health Associates**

This Crisis Intervention Agreement (“Agreement”) is entered into by and between Lake Havasu City, an Arizona municipal corporation (“City”) and Community Health Associates, an Arizona corporation (“CHA”), both individually referenced as the “Party” and collectively referenced as the “Parties.” The Parties agree as follows:

**1. Participation:**

CHA is assigning Crisis Mobile Team Specialists (“CMT”) to Lake Havasu City to provide mental health support services to residents of the community 24/7 and 365. The CMT’s primary duty is to perform services for residents of Lake Havasu City with Mental Health Disabilities (“MHD”) for active and follow up cases dealing only with MHD. During this assignment, CHA and LHC will work together to ensure the best use of available resources. City agrees to allow the CMT to have access privileges available to the Police Department’s facility and provide weekly reports of high utilizers of 911 calls made by MHD residents in order to document and track progression. The CMT must abide by all the applicable rules and regulations related to access to the Police Department facility. In the event CMT is involved in a critical incident, CHA agrees to cooperate with, any investigation and/or critical incident review conducted by the Police Department.

**2. Use:**

- 2.1 CHA services are offered at no charge to the residents or City. In exchange for the services rendered by CHA, City agrees to provide workspace in the Police Department facility for the CMT (“workspace”).
- 2.2 City agrees that CHA may use the workspace for the purpose of carrying out the necessary operations in order to provide the crisis intervention services in accordance with this Agreement. CHA shall maintain and keep the workspace, parking area, and common facilities it uses in the Police Department facility in good order condition and repair.

**3. Term:**

This Agreement shall commence on October 1, 2025, and end September 30, 2028, subject to termination as set forth in this Agreement.

**4. Termination:**

- 4.1 Either Party may terminate this Agreement upon thirty (30) days’ written notice to the other Party without consequence to either Party. CHA, upon written notice of termination of this Agreement by either Party, shall discontinue use of workspace at the end of the thirty (30) day notice.
- 4.2 CHA agrees to vacate the workspace promptly upon termination of this Agreement. If CHA fails to vacate the workspace, CHA authorizes City to remove all personal property from the workspace and in this event CHA waives any and all claims for

damages against City. Nothing herein shall be deemed a waiver of any other rights of City to demand and obtain possession of the workspace in accordance with the law.

**5. Default:**

In the event of any breach of this Agreement by CHA, City shall notify CHA in writing of the breach, and CHA shall have thirty (30) days in which to cure the breach. If CHA fails to cure the breach of default within the time limit, then City, in addition to other rights or remedies, has the immediate right of re-entry and may remove all property from the workspace.

**6. Indemnification:**

To the fullest extent permitted by law, CHA agrees to indemnify, defend, save, and hold harmless the City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees ("Indemnitee") for, from, and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) to which any Indemnitee may become subject, under any theory of liability ("Claims") by reason of any of the following: (i) any act or omission by CHA, or its employees, contractors, subcontractors, agents, or representatives, undertaken in fulfillment of CHA's obligation under this Agreement; (ii) any use or nonuse of, or any condition created by CHA within the workspace or any part thereof; (iii) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the workspace or any part thereof; and (iv) performance of any labor or services of the furnishing of any materials or other property with respect to the workspace of any part thereof. This Indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law or arising out of the failure of CHA to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. CHA agrees it will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of the indemnity in this Section. CHA's obligations under this Section survive expiration or earlier termination of this Agreement.

**7. Insurance:**

7.1 CHA agrees to procure and maintain, until all obligations under this Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the use of the Police Department facility. These insurance requirements are minimum requirements and in no way limit the indemnity covenant contained in this Agreement. The City in no way warrants that these minimum limits are sufficient to protect the CHA from liabilities that might arise out of the performance of the services under this Agreement, and CHA is free to purchase additional insurance.

7.2 Minimum Scope and Limits of Insurance: CHA shall provide coverage with limits of liability not less than those stated below.

- A. Commercial General Liability – Occurrence Form  
Policy should include bodily injury, property damage, personal injury, and broad form contractual liability:

General Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00

- a. The policy shall be endorsed to include the following additional insured language: “Lake Havasu City, Arizona, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees shall be named as additional insured with respect to liability arising out of the services performed by or on behalf of CHA.”
  - b. The policy shall contain a waiver of subrogation against the City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees for losses arising from the services provided by or on behalf of the CHA.
- 7.3 CHA’s insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the CHA shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 7.4 Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days’ written notice from the insurer to the City. Notice shall be mailed directly to City [Lake Havasu City, Attention: City Attorney/Contracts, 2330 McCulloch Blvd. North, Lake Havasu City, AZ 86403] and shall be sent by certified mail, return receipt requested.
- 7.5 Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best’s Insurance Rating or by a risk retention pool authorized pursuant to A.R.S. § 11-952.01.
- 7.6 CHA shall furnish to City certificates of insurance required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates shall be mailed directly to City [Lake Havasu City, Attention: City Attorney/Contracts, 2330 McCulloch Blvd. North, Lake Havasu City, AZ 86403]. If requested, complete copies of insurance policies shall be provided to City. Note Agreement title, date, and purpose on each certificate of insurance. All certificates and endorsements are to be received and approved by the City within ten (10) business days of the effective date of this Agreement. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by

this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement and the City may terminate this Agreement immediately.

- 7.7 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City. Such notice shall be sent directly to the address listed in Section 9 "Notice" of this Agreement and shall be sent by certified mail, return receipt requested.

**8. Assignment:**

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

**9. Notice:**

Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each Party at its address below:

To City/Lessor:

Lake Havasu City  
Attn: Office of the City Attorney  
2330 McCulloch Blvd. N.  
Lake Havasu City, AZ 86403

To CHA:

Community Health Associates  
Attn: Chris Humphrey  
2851 S Ave B #11  
Yuma, AZ 85364

The Parties may change their designees by providing written notice to the addressees above.

**10. 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.

**11. Integration:**

This Agreement and any attachments referenced herein represent the entire Agreement between the Parties hereto and supersede any and all prior negotiations or representations, either written or oral. Amendments or modifications to the Agreement shall be in writing, signed by both Parties.

**12. Governing Law:**

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

**13. Waiver of Performance:**

No failure by City or CHA 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 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 City or CHA with respect to any other then existing or subsequent breach.

**14. No Partnership, No Third-Party Rights:**

Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between City and CHA. 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.

**15. 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.

**16. Conflict of Interest:**

This Agreement may be cancelled in accordance with Arizona Revised Statutes (“ARS”) § 38-511.

**17. Forced Labor of Ethnic Uyghurs Certification:**

CHA 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 CHA 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)

**18. Lawful Presence/Public Benefit:**

If applicable, User shall comply with ARS §§ 1-501 and 1-502 with regard to demonstrating lawful presence in the United States when applying to receive a public benefit.

**19. Immigration:**

CHA 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.

**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:**

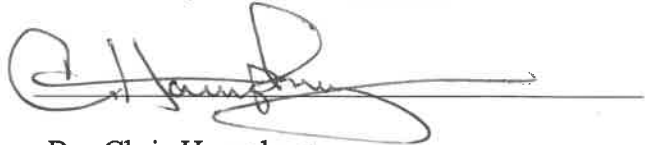
Lake Havasu City:

\_\_\_\_\_  
Jess Knudson, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelly Garry, City Attorney

Community Health Associates:

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By: Chris Humphrey

Its: Director