

**SERVICES AGREEMENT
BETWEEN
LAKE HAVASU CITY
AND
LAKE HAVASU UNIFIED SCHOOL DISTRICT #1
Kinder Swim Program and Mission 5: Ready to Rescue Program 2026 - 2031**

This Services Agreement ("Agreement") is entered into by and between Lake Havasu City, Arizona, a municipal corporation, acting by and through its duly authorized Mayor and City Council ("City") and Lake Havasu Unified School District #1, 2200 Havasupai Blvd., Lake Havasu City, AZ 86404, Tax ID# 90-0088956 ("Service Provider") individually referenced as "Party" and collectively referenced as "Parties." The Parties agree as follows:

1. City agrees to make available to Service Provider certain City owned or controlled property, facilities, or locations described in and during the times designated in the attached Exhibit "A." This Agreement is effective as of the date of the Mayor's signature below, and shall continue in effect through May 31, 2031. Either Party may terminate this Agreement without cause upon ten (10) days' written notice directed to the other Party. Any required insurance and indemnification shall survive termination of this Agreement. City may terminate this Agreement immediately upon Service Provider's breach of any term of this Agreement.

2. Service Provider agrees to provide the services as described in Exhibit "A." Service Provider must have and maintain for the duration of this Agreement a valid City Business License, if applicable.

3. Each Party (as "Indemnitor") agrees to indemnify, defend, save, and hold harmless the other Party (as "Indemnitee") 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") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its owners, officers, directors, officials, agents, employees, contractors, or volunteers.

4. This Agreement may not be assigned or subcontracted by Service Provider without the written approval of the City, which approval may be withheld. Should Service Provider violate this provision, the City may declare this Agreement immediately terminated.

5. This Agreement may be cancelled pursuant to Arizona Revised Statutes ("ARS") § 38-511.

6. If applicable, Service Provider warrants compliance with ARS § 41-4401, the Federal Immigration and Nationality Act, and all other Federal immigration laws and regulations relating to its employees, and ARS § 23-214. Breach of this section is a material breach of this Agreement subject to penalties up to and including termination. City retains the right to inspect Service Provider's documents to ensure compliance with this Section.

7. If applicable, Service Provider 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.

8. If applicable, Service Provider 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 goods and services from Israel, as defined in A.R.S. § 35-393.

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

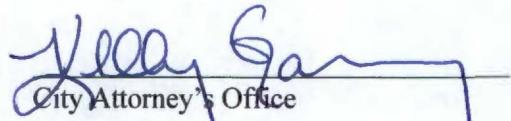
10. Signatures and Effective Date:

LAKE HAVASU CITY

Cal Sheehy, Mayor

Date: _____
(Effective Date)

APPROVED AS TO FORM:


City Attorney's Office

SERVICE PROVIDER

As a Qualified Agent for the Service Provider


(signature)


(printed name)


Director of Student Achievement
(position, e.g., president, owner, manager, etc.)

Date: 1-7-26

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Kinder Swim Program and Mission 5: Ready to Rescue 2026 - 2031**

**Exhibit "A"
(Services, Location, Dates/Times)**

1. Service Provider agrees to participate in the Kinder Swim Program ("Kinder Swim Program") as part of the standard educational curriculum for the Service Provider's kindergarten students. Service Provider agrees to provide transportation of participants to and from the Kinder Swim Program to be held at the Lake Havasu City Community Center, located at 100 Park Avenue, and schedule program dates in cooperation with the City.
2. Service Provider agrees to participate in the Mission 5: Ready to Rescue Program ("Mission 5: Ready to Rescue Program") as part of the standard educational curriculum for the Service Provider's fifth grade students. Service Provider agrees to provide transportation of participants to and from the Mission 5: Ready to Rescue Program to be held at the Lake Havasu City Community Center, located at 100 Park Avenue, and schedule program dates in cooperation with the City.
3. City agrees to administer the Kinder Swim Program and Mission 5: Ready to Rescue Program to be held in various sessions during the school year. City reserves the right to cancel the programs at any time based on sponsorship availability.