

**SERVICES AGREEMENT  
BETWEEN  
LAKE HAVASU CITY  
AND  
LAKE HAVASU UNIFIED SCHOOL DISTRICT #1  
After School Enrichment Opportunities 2016-2017**

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, (928) 505-6900 ("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 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 April 7, 2017. 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 and that it is compliant with all federal immigration laws. Breach of this section is a material breach of this Agreement.

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

9. 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 Israel, as that term is defined in A.R.S. § 35-393.

10. Signatures and Effective Date:

LAKE HAVASU CITY

SERVICE PROVIDER

As a Qualified Agent for the Service Provider

\_\_\_\_\_  
Mark S. Nexsen, Mayor

\_\_\_\_\_  
*Elaine E. Wood*  
(signature)

Date: \_\_\_\_\_  
(Effective Date)

\_\_\_\_\_  
Elaine E. Wood  
(printed name)

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Business Services  
(position, e.g., president, owner, manager, etc.)

Date: \_\_\_\_\_  
7-26-2016

\_\_\_\_\_  
City Attorney's Office

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

1. Service Provider agrees to provide the following "services": skilled professionals to provide enrichment opportunities for participants of the City's After School program ("program"). Service Provider agrees to provide one (1) coordinator per program location to oversee services, track progress, and provide progress reports. Service Provider agrees to provide the City with invoices by November 18, 2016, February 2, 2017, and April 21, 2017.
2. Locations: Havasupai Elementary 880 Cashmere Dr., Jamaica Elementary 3437 Jamaica Blvd., Nautilus Elementary 1425 Patrician Dr., Oro Grande Elementary 1250 Pawnee Dr., Smoketree Elementary 2395 Smoketree Ave., and Starline Elementary 3150 Starline Dr.
3. Dates/Times: One hour and fifteen minutes hours per day, two (2) days per week as agreed upon by the Parties, for twenty-one weeks during the school year.
4. City agrees to provide City staff to supervise program participants during sessions. City agrees to pay Service Provider \$28.00 per hour, per skilled professional and \$199.98 per coordinator on or about December 23, 2016 and May 31, 2017.

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Mark S. Nexsen, Mayor

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*Elaine E. Wood*  
(signature)

Date: \_\_\_\_\_  
(Effective Date)

\_\_\_\_\_  
Elaine E. Wood  
(printed name)

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Business Services  
(position, e.g., president, owner, manager, etc.)

Date: \_\_\_\_\_  
1-26-2016

\_\_\_\_\_  
City Attorney's Office

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