

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN LAKE HAVASU CITY AND  
THE WESTERN ARIZONA VOCATIONAL EDUCATION JOINT TECHNICAL EDUCATION  
DISTRICT  
WAVE Events  
2018-23**

This Intergovernmental Agreement (“Agreement”) is effective July 1, 2018, by and between Lake Havasu City, an Arizona municipal corporation (“City”) and the Western Arizona Vocational Education Joint Technical Education District, an Arizona school district (“District”). The parties agree as follows:

**I. Term:**

The term of this Agreement is July 1, 2018, through June 30, 2023, or unless terminated in accordance with this Agreement.

**II. Events:**

Throughout the term of this Agreement, it is anticipated that the District will perform or assist with food handling and preparation activities in conjunction with City (“events” or “event”). Events may include, but are not limited to, assisting with the annual Community Dinner and other similar activities involving food handling and preparation. This Agreement establishes the processes and procedures to be utilized by the parties to accomplish any event performed by the District in conjunction with the City.

**III. District agrees to:**

1. Coordinate participation in events through the City’s Event Coordinator at least thirty (30) calendar days prior to the commencement of an event. District agrees to provide in writing a detailed summary of its anticipated activities related to the event, including number of participants, age range of participants, nature of event, duration, location, and District contact person. City has sole discretion in granting approval of events proposed by District.
2. Conduct event activities in a reasonably safe manner and according to those conditions as may be required and communicated by City to the District for the safety of the participants.
3. Assign a group leader for each event.
4. Require all participants to wear appropriate personal protective equipment during event activities.
5. Furnish supervision by one or more adults for every twenty (20) student participants in event activities.
6. Conduct appropriate safety training for participants prior to participating in event activities.
7. If applicable, place all disposable items and materials at locations in proximity to the work being performed as are designated by the City.
8. Inform Participants that if they find anything that is hazardous or suspected to be hazardous not touch it, but to take all proper precautions, notify City representatives, and leave it for disposal by the proper authorities.
9. Furnish, to the Events Coordinator, an executed “Registration Form” for each event participant prior to taking part in any event activities.
10. Procure and maintain for the duration of the Agreement insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement.
11. Provide insurance coverage with limits of liability not less than the following:

Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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

i. 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 insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement.*”**

ii. Policy shall contain a waiver of subrogation against Lake Havasu City, Arizona, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the District.

12. Not suspend, void, cancel, or reduce in coverage or in limits any insurance policy required by the insurance provisions of this Agreement without ten (10) working days’ written notice from the insurer to the City. Such notice shall be mailed directly to Lake Havasu City, Attention Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ 86403, and shall be sent by certified mail, return receipt requested.
13. Provide to City for each event certificates of insurance as 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 Lake Havasu City, Attention Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ 86403. If requested, complete copies of insurance policies shall be provided to City. All certificates and endorsements are to be received and approved by the City within ten (10) business days of each scheduled event. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of each event 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.

#### IV. City agrees to:

1. Designate the Events Coordinator to act as the City’s contact person for the Agreement and to coordinate all events.
2. Contact the District at least thirty (30) calendar days prior to an event when the City is requesting District’s assistance or participation. City agrees to provide in writing a detailed summary of anticipated activities requested from the District related to the event, including the number of requested participants, nature of event, duration, location and City contact person. District has sole discretion in participating in events proposed by City.
3. Make available necessary supplies and equipment to perform event activities when applicable and agreed to by the City depending on the nature of the event.
4. When applicable, provide safety materials and training aids to District representatives for use by District in training event participants.

#### V. General Conditions:

1. Either party may suspend this Agreement and any event if deemed necessary by providing written notice to the other party at least five (5) business days prior to the suspension, if possible. The notice must contain the reason for and the duration of the suspension.
2. Either party may terminate this Agreement by providing thirty (30) calendar days’ written notice to the other party.
3. Event activities shall be conducted within the timeframes established with the Events Coordinator.

4. Indemnification and insurance provisions survive termination of the Agreement.
5. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including court costs, reasonable attorney's fees, and costs of claim processing, investigation, and litigation) (hereinafter collectively referred to as "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.
6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
7. This Agreement may be amended in writing by the mutual agreement and approval of the parties.
8. It is not contemplated that either party will contribute property to the other under this Agreement. To the extent there is a contribution, under Arizona Revised Statutes § 11-952(B)(4) and in the event of termination of this Agreement, any property contributed by either party shall be returned to the respective party.

VI. Signatures

Lake Havasu City

Western Arizona Vocational Education Joint  
Technical Education District

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of District Representative

\_\_\_\_\_  
Name of District Representative

\_\_\_\_\_  
Day Telephone

\_\_\_\_\_  
Evening Telephone

Approved as to form:

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

\_\_\_\_\_  
Attorney for District