

## LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

**AGENDA ACTION ITEM**

**TOPIC:** APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN LAKE HAVASU UNIFIED SCHOOL DISTRICT #1 AND LAKE HAVASU CITY - DISTRICT EVENTS

**SUBMITTED BY:** Michael Murray, Director of Business Services

**DATE FOR BOARD CONSIDERATION:** June 20, 2017

**RECOMMENDATION:**

It is recommended that the Governing Board approve an Intergovernmental Agreement (IGA) between the Lake Havasu Unified School District #1 (District) and Lake Havasu City (City) regarding district events from July 1, 2017, through June 30, 2022.

**RATIONALE:**

The purpose of the IGA is to establish processes and procedures to be utilized by both parties to accomplish any event performed by the District in conjunction with the City. Events may include, but are not limited to, beautification of the City, field trips, mock City Council, and similar activities.

This IGA has been reviewed and approved by District legal counsel, by Lake Havasu City legal counsel and by the Lake Havasu City Council. A copy is attached for your review prior to the June 20, 2017, governing board meeting.

Approved for Transmittal to Governing Board

  
\_\_\_\_\_  
Superintendent

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN LAKE HAVASU CITY AND  
THE LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1  
District Events  
2017-22**

This Agreement (“Agreement”) is effective July 1, 2017, by and between Lake Havasu City, an Arizona municipal corporation (“City”) and the Lake Havasu Unified School District No. 1, an Arizona school district (“District”). The parties agree as follows:

**I. Term:**

The term of this Agreement is July 1, 2017, through June 30, 2022, 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 a variety of activities in conjunction with City (“events” or “event”). Events may include, but are not limited to, beautification of the City, field trips, mock City Council, and other similar activities. 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. To coordinate all events through the City’s Event Coordinator at least thirty (30) days prior to the commencement of an event. District must provide in writing a detailed summary of the proposed 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 proposed events.
2. To 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. To assign a group leader for each event and that group leader shall have a copy of this Agreement at all times during activities.
4. To require all participants to wear a safety vest during activities if required by City.
5. District shall furnish supervision by one or more adults for every ten (10) student participants in event activities.
6. To conduct a safety training session for participants utilizing materials and training aids provided by City prior to participating in event activities.
7. If applicable, to place all disposable items and materials at locations in proximity to the work being performed as are designated by the City and communicated to District’s on-site representatives and notify City at time of maintenance to coordinate the pickup times and locations.
8. Participants who find anything that is hazardous or suspected to be hazardous shall not touch, but shall take all proper precautions and leave it for disposal by the proper authorities. In addition, event participants shall not pick up syringes, hypodermic needles, suspected drug paraphernalia, or exceptionally large, heavy or unyielding objects. These kinds of materials should be flagged, and City notified immediately to arrange proper disposal.

9. Furnish, to the Events Coordinator, an executed "Registration Form" for each event participant prior to taking part in any event activities.
10. It is recommended that District have a first aid kit available at each event site, and at least one person with a valid First Aid Card be present during event activities.
11. To 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.
12. To 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.
13. 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) 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.
14. To 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, Brian Allen ([allenb@lhcaz.gov](mailto:allenb@lhcaz.gov), 928-453-8686), to act as the City's contact person for the Agreement and to coordinate all events.
2. 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.
3. Provide safety materials and training aids to District representatives for use by District in training event participants.

V. General Conditions:

1. Occasionally, wildlife may be present in the vicinity of event activities. District participants shall not approach or otherwise interfere with any wildlife. If wildlife activity conflicts with event activities, District shall notify City immediately for resolution.

2. City may suspend this Agreement and any event if deemed necessary by the City.
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 "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its owners, officers, directors, officials, agents, employees, contractors, or volunteers.

VI. Signatures

Lake Havasu City

Lake Havasu Unified School District No. 1

\_\_\_\_\_  
Charlie Cassens, City Manager

\_\_\_\_\_  
Address

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

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

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

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

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

Approved as to form:

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

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Attorney for District