



# Intergovernmental Indemnity Agreement

Indemnity agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between Yuma Union High School District (“indemnitor”), of 3150 South Avenue A, Yuma, Yuma County, Arizona, and the City of San Luis, of 1090 E Union St, San Luis, Arizona (“indemnitee”).

In consideration of the permission to hold High School Girls Volleyball matches at San Luis High School Gym during October and November of 2020 and other good and valuable consideration, the parties agree as follows:

## SECTION I

### LIABILITY, LOSS, OR DAMAGE

Indemnitor undertakes to indemnify indemnitee from all claims, demands, attorney fees, expenses, or liability including but not limited to claims of contracting COVID-19, personal injury and property damage arising out of or related to the indemnitor holding High School Girls Volleyball matches at San Luis High School Gym during October and November of 2020 (“High School Sporting Event”), If any claim of such liability is made against the City, its officials, officers, or employees (collectively, “City Indemnitees”), indemnitor shall defend, indemnify, and hold the City Indemnitees harmless from such claim, including claims alleging the negligence of the City, its officials, officers, and employees. This indemnity agreement shall further include the promise of indemnitor to indemnify and save harmless City Indemnitee against all loss and damage, including damage to person or property, arising from any act by, or negligence of, indemnitor or its contractors, subcontractors, invitees or any of their respective officers, agents, or employees while engaged directly or indirectly in the High School Sporting Event.

## SECTION II

### DURATION

The indemnity under this agreement shall commence on the date of execution of this agreement and shall continue in full force until the end of any applicable statute of limitations and tolling of the statute of limitations.

The parties have executed this agreement on the day and year first above written.

**Indemnitor with binding authority**

**City of San Luis  
“Indemnitee”**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name

Gerardo Sanchez, Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

[Attorney Certification Next Page]

I hereby state that I am an attorney for the City of San Luis, State of Arizona, and under A.R.S. § 11-952(D), I certify that I have determined that this agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

\_\_\_\_\_ Date: \_\_\_\_\_  
Kay Marion Macuil  
San Luis City Attorney

I hereby state that I am an attorney for the Yuma Unified High School District, State of Arizona and under A.R.S. § 11-952(D), I certify that I have determined that this agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Legal Counsel for Yuma Unified High School District