

**INTERGOVERNMENTAL AGREEMENT
BETWEEN LAKE HAVASU CITY, ARIZONA,
AND BULLHEAD CITY, ARIZONA
Municipal Court Weekend and Holiday Coverage Services**

This Intergovernmental Agreement (“**Agreement**”) is entered into by and between Lake Havasu City, an Arizona municipal corporation, (“**Havasu**”), and the City of Bullhead City, an Arizona municipal corporation (“**Bullhead**”), collectively referenced as the “Parties.” The Parties agree as follows:

1. Purpose:

To establish an agreement between Havasu and Bullhead to facilitate Havasu providing weekend and holiday municipal court coverage services to Bullhead, including initial appearances, determining release conditions, and scheduling the next hearing for defendants in custody (“**Services**”). Services under this Agreement will occur on Saturdays and Sundays, and designated Arizona Court holidays.

2. Responsibilities:

2.1 Havasu agrees as follows:

- A. To provide Services to the Bullhead Municipal Court for Bullhead defendants in custody.
- B. To ensure the availability of appropriate video conferencing equipment and personnel to facilitate the remote appearance of prisoners.
- C. To oversee the coordination and operation of the video conferencing system, ensuring the availability of sufficient bandwidth, support, and troubleshooting assistance.
- D. To coordinate all hearings by video conference with the Mohave County Jail.
- E. To ensure that all legal protocols related to video hearings, such as verifying the identity of the prisoner and ensuring the proper legal procedures, are followed.
- F. To record all hearings and store the audio per Administrative Office of the Courts’ retention schedule.
- G. To type associated court orders and scan to a designated Bullhead email and the Mohave County Jail for processing.

2.2 Bullhead agrees as follows:

- A. To remit quarterly payments in the amount of \$1,855.41 to Havasu for the Services no later than August 1, 2025, November 1, 2025, February 1, 2026, May 1, 2026. These amounts shall be paid to "Lake Havasu City, Arizona" at 2330 McCulloch Boulevard N., Lake Havasu City, Arizona 86403, and should be delivered to the attention of the Administrative Services Department, Accounts Receivable.

- B. To communicate with Havasu regarding any specific court processes, bond amounts, and hearing dates

3. Liability:

To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and each officer, official, employee or agent thereof, for, from and against (as "Indemnatee") any and all claims, losses, claims, damages, liabilities, costs, and expenses (including but not limited to, reasonable court costs, reasonable attorney's fees, costs of appellate proceedings, and costs of claim processing, investigation, and litigation) ("Claims") to which any such Indemnatee may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of Indemnitor, its officers, employees, agents, or any tier of subcontractor in connection with this Agreement. This indemnification clause will survive the termination of this Agreement. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

4. Term:

This Agreement shall commence on July 1, 2025, and shall continue for one (1) year, terminating on June 30, 2026, unless earlier terminated by the Parties.

5. Miscellaneous:

- 5.1 Cancellation.** Any Party may cancel this Agreement for any reason upon sixty (60) days' notice to the other party. Notice of cancellation must be in writing to the other Party. Upon, cancellation Havasu will reimburse Bullhead a pro rata portion of the fee paid for the Services.
- 5.2 Responsibility.** Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties under this Agreement.
- 5.3 Workers' Compensation Claims.** The Parties shall comply with the provisions of A.R.S. § 23-1022 (E) by posting the public notice required. As provided for in A.R.S. § 23-1022 (D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

- 5.4 Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest according to A.R.S. § 38-511.
- 5.5 Non-assignability.** No Party may assign any of its duties or responsibilities under this Agreement to another entity without the prior written consent of the other Party.
- 5.6 Compliance with Laws.** The Parties shall comply with all federal, state and local laws rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.
- 5.7 Entire Agreement.** This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained in this Agreement, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties.
- 5.8 Severability.** The Parties agree that should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- 5.9 No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 5.10 Notice.** Any notice required or permitted to be given under this Agreement shall, unless indicated otherwise in this Agreement, be in writing and shall be served by delivery or by certified mail upon the other Party at the addresses set forth below, or such other address as a Party may designate in writing by prior notice.

Bullhead

City Magistrate
1255 Marina Blvd.
Bullhead City, Arizona 86442

Copy To:

City Attorney
2355 Trane Road
Bullhead City, Arizona 86442

Havasu

City Magistrate

92 Acoma Boulevard
Lake Havasu City, AZ 86403

Copy To:

City Attorney
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403

- 5.11 Execution of Agreement.** This Agreement may be executed in multiple counterparts.
- 5.12 Notice of Arbitration Statutes.** Pursuant to § 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by § 12-133 of the Arizona Revised Statutes.
- 5.13 E-Verify.** In accordance with A.R.S. § 41-4401, the Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employee verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The Parties warrant that they have registered with and participate with E-Verify and warrant compliance with A.R.S. § 23-214, Subsection A.
- 5.14 Equipment or Property.** It is not contemplated that any Party to this Agreement will contribute equipment or property in furtherance hereof. To the extent there is a contribution, pursuant to the provisions of A.R.S. § 11-952(B)(4), and in the event of termination of this Agreement, any equipment or property contributed by either Party shall be returned to the respective Party.

6. Signatures:

LAKE HAVASU CITY

Cal Sheehy, Mayor

ATTEST:

Kelly Williams, City Clerk

Date

APPROVED AS TO FORM
AND AUTHORITY:

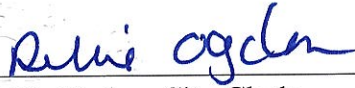
Kelly Garry, City Attorney

CITY OF BULLHEAD CITY



Steve D'Amico, Mayor

ATTEST:



Debie Ogden, City Clerk

5-9-25

Date:

APPROVED AS TO FORM
AND AUTHORITY:

 5-8-25

Garnet Emery, City Attorney

RESOLUTION NO. 2025R-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LAKE HAVASU CITY FOR MUNICIPAL COURT WEEKEND AND HOLIDAY COVERAGE SERVICES.

WHEREAS, Lake Havasu City is willing to offer municipal court coverage services to the City on weekend and holidays consisting of initial appearances, determination of release conditions and scheduling next hearings for accused persons that are in custody; and

WHEREAS, implementation of the services will economize City resources.

THEREFORE BE IT RESOLVED THAT, that the Mayor and members of the Bullhead City Council hereby approve the attached **INTERGOVERNMENTAL AGREEMENT BETWEEN LAKE HAVASU CITY, ARIZONA, AND BULLHEAD CITY, ARIZONA MUNICIPAL COURT WEEKEND AND HOLIDAY COVERAGE SERVICES**; authorizes the Mayor to execute the agreement on behalf of the City; and directs the City Manager and City Magistrate to take all reasonable actions to implement the agreement.


PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City, Arizona, this 6th day of May, 2025.



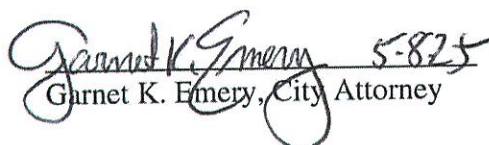
Steve D'Amico, Mayor

Date: 5-8-25

ATTEST:


Debie Ogden, City Clerk

APPROVED AS TO FORM:


Garnet K. Emery, City Attorney